



**CITY OF BELTON  
CITY COUNCIL  
REGULAR MEETING  
TUESDAY, MARCH 13, 2018 – 7:00 P.M.  
CITY HALL ANNEX  
520 MAIN STREET  
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – Councilman Van Winkle
- III. ROLL CALL
- IV. CONSENT AGENDA

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

- A. **Motion approving the minutes of the February 27, 2018, regular meeting and March 6, 2018, City Council Special Meeting.**

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- V. PERSONAL APPEARANCES
- VI. ORDINANCES

- A. Motion approving final reading of Bill No. 2018-09, as amended:

**An ordinance approving a renewed and upgraded service agreement between the City of Belton, Missouri and NSI Holdings of Kansas, Inc. to provide remote data backup and disaster replication services for City Hall, Annex, Fire Stations 1&2, Park, and Water/Street departments.**

This ordinance has been amended to include the Park Department in the contract.

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- B. Motion approving final reading of Bill No. 2018-11:

**An ordinance approving a contract between the City of Belton and Earthworks Excavation and Associates, LLC to provide demolition of dangerous residential structures services on an as needed basis.**

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- C. Motion approving final reading of Bill No. 2018-12:  
**An ordinance amending sections 1-5; 4-1 (d) (10); 6-4 (h); 26-4 (g); 26-5 (4); 26-8 (b); 40-1 (h); 40-3 (5); 40-4 (3); and 40-4 (14) of the Unified Development Code to eliminate inconsistencies and provide language that is easier to understand for all users of the code.**

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- D. Motion approving first reading of Bill No. 2018-13:  
**An ordinance of the City of Belton, Missouri authorizing and approving a construction service agreement with SAK Construction, LLC for the 30", 27", and 18" interceptor lining in a not-to-exceed amount of \$1,167,949.50.**

- E. Motion approving first reading of Bill No. 2018-14:

**An ordinance authorizing and approving the City of Belton, Missouri through its fire department to enter into a professional services agreement for medical director services with Dr. Erik J. Stamper, D.O.**

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- F. Motion approving first reading of Bill No. 2018-15:  
**An ordinance approving the proposed fiscal year 2019 City budget, as revised, and appropriating funds from the revenues of the City.**

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- G. Motion approving first reading of Bill No. 2018-16:  
**An ordinance approving the participating course agreement with the Club Membership, LLC for individual and corporate club membership benefits at the Eagles' Landing Golf Course.**

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- H. Motion approving first reading of Bill No. 2018-17:  
**An ordinance amending sections: 42-36, Rates inside the City; 42-38, Water rates for approved water districts or local governments; 42-39, Rates for water consumed outside city; 42-296, Sewer system user rates; of the unified development code of the City of Belton, Missouri.**

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- I. Motion approving first reading of Bill No. 2018-18:  
**An ordinance of the City of Belton, Missouri, as a participating agency, authorizing and approving a Cooperative Agreement one-year extension including Addendum #1 adding and expanding the scope of work for the City of Belton with Superior Bowen Asphalt Company, LLC for the 2017 Street Preservation Project Overlay finalized in January 2018.**

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- J. Motion approving first reading of Bill No. 2018-19:  
**An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2018 Adopted City Budget.**

This is the final budget amendment for fiscal year 2018 and amends the annual budget to appropriate interfund transfers for the Park Sales Tax fund and Major City Construction fund, appropriate revenues and expenditures in the newly created Solid Waste Disposal fund, appropriate bond proceeds from the 2017 bond refunding issuances in the Capital Improvement Sales Tax fund, Park Sales Tax fund, GO Bond Debt Service fund, Street Capital Projects fund and Golf fund and appropriate additional revenues that were received in the General Capital fund, Mayor's Christmas Tree fund, Cedar Tree TIF fund, Y Highway Market Place TIF fund, Y Belton Plaza TIF fund and Southtowne Plaza TIF fund throughout the year.

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VII. RESOLUTIONS

- A. Motion approving Resolution R2018-16:  
**A resolution providing an endorsement for the renovation of Granada Senior Apartments by Wallick Communities and providing a letter of support to the Missouri Housing Development Commission in the City of Belton, Cass County, Missouri.**

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- B. Motion approving Resolution R2018-17:  
**A resolution approving Task Agreement 2018-01 with Earthworks Excavation and Associates, LLC, under the contract.**

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VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

- A. Finance Department recognition

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March & April 2018 meetings

3/27 regular session – 7:00 pm

4/3 work session – 7:00 pm

4/10 regular session – 7:00 pm

4/17 special meeting – 6:30 pm

4/24 regular session – 7:00 pm

- XI. MOTIONS
- XII. OTHER BUSINESS
- XIII. Motion to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and that the record be closed.
- XIV. ADJOURN



# **SECTION IV**

## **A**

**MINUTES OF THE  
BELTON CITY COUNCIL MEETING  
FEBRUARY 27, 2018  
CITY HALL ANNEX, 520 MAIN STREET  
BELTON, MISSOURI**

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

Councilman Trutzel 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 Tim Savage, and Chet Trutzel. Absent: Councilman Dean VanWinkle. Also present: Alexa Barton, City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

**CONSENT AGENDA:**

Councilman Savage moved to approve the consent agenda consisting of a **motion approving the minutes of the February 13, 2018, City Council Regular Meeting; a motion approving the January 2018 Municipal Police Judge's Report; and a motion approving a temporary liquor permit for the Fraternal Order of Eagles, 312 Main Street, for a beer garden in their parking lot for the St. Patrick's Day Parade on March 17, 2018, contingent upon obtaining their state liquor permit.** Seconded by Councilwoman Peek. All present voted in favor. Councilman VanWinkle absent. Consent agenda approved.

**ORDINANCES:**

Patti Ledford, City Clerk gave the final 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.** Presented by Councilman Newell, seconded by Councilwoman Peek. There was some discussion pertaining to the totals. Ms. Barton explained the charges and the savings. Vote on the final reading was recorded; Ayes: 8, Councilmen Newell, Finn, Trutzel, Mayor Davis, Councilmen Lathrop, Fletcher, Peek and Savage; Noes: None; Absent: 1, Councilman VanWinkle. Bill No. 2018-08 was declared passed and in full force and effect as Ordinance No. 2018-4410, subject to Mayoral veto.

Ms. Ledford read Bill No. 2018-09: **An ordinance approving a renewed and upgraded service agreement between the city of Belton, Missouri and NSI Holdings of Kansas, Inc. to provide remote data backup and disaster replication services for City Hall, Annex, Fire Stations 1&2, and Water/Street departments.** Presented by Councilman Lathrop, seconded by Councilman Savage. Mayor Davis asked if this includes all departments. Ms. Barton said the police have their own separate system. Councilman Trutzel asked if the park department is part of this. Ms. Barton said she will verify but it does not appear to be. Vote on the first reading was recorded with all present voting in favor. Councilman VanWinkle absent. First reading passed.

Ms. Ledford read Bill No. 2018-10: **An ordinance authorizing the Chief of Police to submit**

**grant applications to the Missouri Department of Transportation (MoDot) Division of Highway Safety for 2018-2019.** Presented by Councilman Newell, seconded by Councilwoman Peek. Police Chief James Person requested both readings due to the March 1<sup>st</sup> deadline. This is for the annual traffic safety grants through the Missouri Department of Transportation Highway Safety Grants. The DUI funds are still available but not for sobriety check points. Vote on the first reading was recorded with all voting in favor. Councilman VanWinkle absent. **Councilwoman Lathrop moved to hear the final reading.** Councilman Trutzel seconded. All present voted in favor. The final reading was read. Presented by Councilwoman Peek, seconded by Councilman Savage. The Council was polled and the following vote recorded; Ayes: 8, Councilwoman Peek, Mayor Davis, Councilmen Finn, Lathrop, Newell, Trutzel, Savage, and Fletcher; Noes: None; Absent: 1, Councilman VanWinkle. Bill No. 2018-10 was declared passed and in full force and effect as Ordinance No. 2018-4411, subject to Mayoral veto.

Ms. Ledford read Bill No. 2018-11: **An ordinance approving a contract between the City of Belton and Earthworks Excavation and Associates, LLC to provide demolition of dangerous residential structures services on an as needed basis.** Presented by Councilman Finn, seconded by Councilwoman Peek. There was discussion about the bid as it relates to asbestos removal square foot vs. lineal foot. Jim Brown, Building Official, explained square foot is for siding and those types of things; lineal foot for example is for glazing around windows. Councilman Savage asked about liquidated damages. Mr. Brown said it is \$250.00 per day. Mr. Brown also said this is comparable pricing. The cost of asbestos abatement continues to rise and we don't have any control over that. There was some Council concern that 9 contractors showed up for the pre-bid meeting, but only one contractor bid on the project. Mr. Brown said that for many of the contractors this is not how they make a living. When there is plenty of work the bids are few and far between. When the economy is bad there are more bids. Councilman Savage asked when we are abating does it go against the property owner. Mr. Brown said yes. Councilman Savage asked about the landfill cost. Mr. Brown said it is for a 90 cubic foot vessel load at \$2,011.96. Councilman Savage said he doesn't see it in the contract and asked that it be added for the final reading. Mr. Brown said it would be added. Councilman Trutzel asked who will make the initial assessment. Mr. Brown said the Department of Natural Resources will be the point of contact and make the initial assessment. Vote on the first reading was then recorded with all voting in favor. Councilman VanWinkle absent. First reading passed.

Ms. Ledford read Bill No. 2018-12: **An ordinance amending sections 1-5; 4-1 (d) (10); 6-4 (h); 26-4 (g); 26-5 (4); 26-8 (b); 40-1 (h); 40-3 (5); 40-4 (3); and 40-4 (14) of the Unified Development Code to eliminate inconsistencies and provide language that is easier to understand for all users of the code.** Presented by Councilwoman Peek, seconded by Councilman Savage. Vote on the first reading was recorded with all voting in favor. Councilman VanWinkle absent. First reading passed.

#### **CITY COUNCIL LIAISON REPORTS:**

Councilwoman Peek, Park Board Liaison, said resumes are in for the Park Director position and the Park Board did approve the budget presented to City Council.

#### **MAYOR'S COMMUNICATIONS:**

Mayor Davis announced that Fire Chief Norman Larkey was nominated by Smokey Dire, and elected to serve as the Missouri State Fire Chiefs Association Regional Director.

## **CITY MANAGER'S REPORT:**

Ms. Barton informed the Council with approval of the Use Tax being placed on the April ballot, factual based information will be coming from an article from the Mayor and a press release. She said she received a call from KMBZ radio station regarding the Use Tax and the intent of what Belton wants to do with that money. It will air in the morning on 98.1 and loop from 6:00 A.M.-10:00 A.M.

Ms. Barton said she and the Mayor will be attending the academies conference in Nashville for the school district and observe what the school is doing based around the FORD NGL program. Ms. Barton provided the Council with an Economic Development report prepared by Carolyn Yatsook, Economic Development Director:

### **GRAND OPENINGS:**

**Five Below** – Grand Opening this Friday, March 2<sup>nd</sup> – 10:00 a.m. ribbon cutting

**Party City** – Grand Opening this Friday, March 2<sup>nd</sup> – 9:30 a.m. no ribbon cutting per Party City

**Marshalls** – Tentative Grand Opening next Thursday, March 8<sup>th</sup>

**Petco** – Tentative Grand Opening next Saturday, March 10<sup>th</sup>

**Ross** – To Be Determined

### **ACTIVITY THIS WEEK:**

**Calvary University** held ribbon cutting for new Student Life Center yesterday – Congratulations

**Main Street Appreciation Coffee** was held this a.m.

### **CURRENT PROJECTS**

**Hawaiian Bros** – Doing fantastic

**Cracker Barrel**

- The sale of the property officially closed last week
- Subcontractor for KCP&L is doing the groundwork for preparation of electrical infrastructure
- Permit for construction is ready for pickup
- Anticipated groundbreaking date is April 16<sup>th</sup>

**Panera Bread**

- Project valuation is \$580K
- Actively working on the interior demolition
- Interior renovation expected to begin next month

**Fairfield Inn**

- Waiting on developer's subcontractors to get business licenses

Ms. Barton said the City hosted a Main Street event this morning. There was great attendance and she is hopeful it will open the lines of communication between the City and the Main Street businesses. She said she is proud of Carolyn Yatsook, Economic Development Director, for pulling this event together.

Fire Chief Norman Larkey announced Cracker Barrel is starting construction.

### **March 2018 meetings**

3/6 budget work session & work session – 6:30 pm

Depending upon what happens hopefully finish budget

3/13 regular session – 7:00 pm

3/27 regular session – 7:00 pm




**OTHER BUSINESS:**

Councilman Savage expressed concern pertaining to the trash service. Jim's Disposal has started picking up late in the evening and he is receiving complaints. He asked why we are continuing to have trash issues. Trash cans are staying out all week long and being left where they lay after the trash is picked up. He said he has to take some of the blame for this. He said Jim's Disposal has not started out on a good foot. He wants to see it fixed. He would like the trash company off the streets by 7:00 P.M. and get the trash picked up.

Councilman Lathrop said also has been receiving emails and calls about the time the trash company is picking up trash. Mayor Davis said they do have to get better. Councilman Lathrop asked if they don't get it fixed, what our options are. Mayor Davis said it is in the contract they receive a 60 days' notice. He admitted we can't keep letting this go. Councilman Finn asked if the phone calls are slowing down and things are improving. Ms. Barton said things were improving until the ice storm last week. We are seeing an overall improvement. Part of the problem is educating people on trash.

At 7:43 P.M., Councilman Lathrop 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 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, Savage, Lathrop, Newell, Councilwoman Peek, and Councilman Finn. Absent: Councilman VanWinkle.

The Council returned from Executive Session at 10:41 P.M. Being no further business, Councilman Lathrop moved to adjourn. Councilwoman Peek seconded. All present voted in favor. Councilman VanWinkle absent. Meeting adjourned.

  
Patti Ledford, City Clerk

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

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

Mayor Pro Tem Fletcher called the special meeting to order at 7:13 P.M.

Councilman Newell led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Pro Tem Fletcher, Councilmen Ryan Finn, Gary Lathrop, Bob Newell, Councilwoman Lorrie Peek, Councilmen Tim Savage, Chet Trutzel, and Dean VanWinkle. Absent: Mayor Jeff Davis. Also present, Sheila Ernzen, Finance Director, Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

**OTHER BUSINESS:**

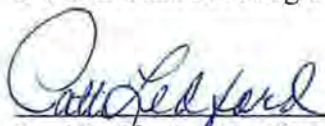
Mayor Pro Tem Fletcher recognized Bryan Price, a Paralympic on the Nordic Team, is from Belton.

Mayor Pro Tem Fletcher announced the ribbon cutting for Five Below was well attended. Party City is open but did not have a ribbon cutting. Marshalls ribbon cutting will be March 8 from 7:45 -8:00 A.M., and Petco ribbon cutting will be March 10. Panera Bread is remodeling.

The Use Tax flyer is published and will be placed in the water bills. It will also be on the city website and Facebook page. Councilman Lathrop said the information on the flyer shows estimated revenue from the use tax to be between \$200,000-\$300,000. However, when the information was presented to the Council the estimated revenue was said to be \$400,000. He asked why the difference. Sheila Ernzen, Finance Director, said the figure is based on out of state sales. The estimated amount was based on figures from Cass County which we then estimate and translate into what Belton would receive. Some years it will be lower, some years higher.

At 7:19 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 that the record be closed. Councilman Lathrop seconded. The following vote was recorded: Ayes: 8, Mayor Pro Tem Fletcher, Councilmen Trutzel, Savage, Lathrop, Newell, VanWinkle, Finn, and Councilwoman Peek; Noes: None; Absent: 1, Mayor Davis.

The Council returned from Executive Session at 7:47 P.M. Being no further business, Councilwoman Peek moved to adjourn. Councilman Newell seconded. All voted in favor. Mayor Davis absent. Meeting adjourned.

  
\_\_\_\_\_  
Patti Ledford, City Clerk

\_\_\_\_\_  
Mayor Pro Tem Fletcher



# **SECTION VI**

## **A**

**AN ORDINANCE APPROVING A RENEWED AND UPGRADED SERVICE AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND NSI HOLDINGS OF KANSAS, INC. TO PROVIDE REMOTE DATA BACKUP AND DISASTER REPLICATION SERVICES FOR CITY HALL, ANNEX, FIRE STATIONS 1&2, PARK, AND WATER/STREET DEPARTMENTS.**

**WHEREAS**, NSI Holdings of Kansas, Inc., d/b/a NetStandard, (hereinafter "NSI"), is the City's current data backup service provider; and

**WHEREAS**, the new Master Service Agreement, herein attached as Exhibit "A" to this ordinance, provides the City of Belton with backup services and new pricing structures, herein attached as Exhibit "B" to this ordinance; and

**WHEREAS**, the IT Department has worked over the last several months to assess the needs of backup and recovery services for City Hall, Annex, Fire Stations 1&2, Park, and Water/Street Departments as to continued quality and reliability of service; and

**WHEREAS**, the City Council believes this Service Agreement is in the best interest of the City to ensure that departments are productive with minimal downtime should file loss or malware attacks occur on individual or server computers.

**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 27, 2018

READ FOR SECOND TIME AND PASSED:

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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 27<sup>th</sup> day of February, 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



**NetStandard Inc.**  
**Master Services Agreement**



This Information Technology Services Agreement ("Agreement") is made this 5<sup>th</sup> day of February, 2018 ("Effective Date") between NSI Holdings of Kansas, Inc. ("NSI"), d/b/a NetStandard, (hereinafter "NSI"), with a principle office at 2000 Merriam Lane, Kansas City, KS 66106 (NSI may also be referred to as "Company"), and City of Belton ("Customer") with a principle office at 506 Main Street, Belton, MO 64012, may also be referred to as "Customer") ("Company" and "Customer" are collectively referred to as the "Parties").

**WHEREAS**, Company is engaged in the business of providing a range of information technology services; and

**WHEREAS**, Customer desires to retain Company to perform information technology services and functions; and

**NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements contained herein, the Parties have agreed and do agree as follows:

**AGREEMENT**

1. **Contracted Services.** This Agreement shall apply to the delivery of information technology services, support, functions and/or products as further described in one or more Service Attachment(s), Statement(s) of Work or Product Order(s) that may be proposed and approved in writing by the Parties. Any such approved Service Attachment(s), Statement(s) of Work or Product Order(s) shall be attached hereto and incorporated herein by reference (the services and functions described in any Service Attachment and/or Statement of Work shall be referred to as the "Services;" the products described in any Product Order shall be referred to as the "Products"). The term "Agreement" shall include this Master Service Agreement as well as any and all Service Attachment(s), Statement(s) of Work, and Product Order(s) incorporated herein by reference. Absent the execution of a Service Attachment, Statement of Work or Product Order, this Agreement does not, in and of itself, represent a commitment by Company to provide any Services or Products to Customer or a requirement that Customer pay any fees to Company.

2. **Term of Agreement**

- (a) This Agreement shall commence on the Effective Date set forth above and will continue in full force and effect until terminated by either party as provided herein, or until Company is no longer obligated to provide any Services or Products to Customer pursuant to an attached Service Attachment, Statement of Work or Product Order. In the event that a Service Attachment provides for a different term, the Service Attachment term will control for that specific Service Attachment only.
- (b) Company shall have the option to terminate this Agreement, without cause, by providing thirty (30) days notice of its intent to terminate the Agreement without cause.
- (c) In the event that there is a continuing need for the provision of any Services or Products identified in a Service Attachment, Statement of Work or Product Order after the expiration or termination of this Agreement, and Customer requests in writing to have Company complete the Services or provide Product, this Agreement will automatically renew for the period of time that it takes for the completion of such Services or delivery of such Products. Customer acknowledges that it will be responsible for all fees, costs, and expenses incurred by Company for Services rendered or Products delivered after expiration or termination of this Agreement.
- (d) The Agreement can be terminated for cause, as defined in paragraph 14(a) herein, at any time provided: (1) the alleged breaching party is notified in writing and given an opportunity to cure the alleged breach in the manner set forth in paragraph 14(a) below; and (2) the alleged breach was not caused by a condition described in paragraph 18(e).

3. **Fees and Payment Terms**

- (a) In exchange for the Services performed or Products delivered by Company, as set forth in any Service Attachment(s), Statement(s) of Work or Product Order(s), Customer agrees to compensate Company at the rates identified in the fee schedule set forth in the Service Attachment(s), Statement(s) of Work or Product Order(s). Customer shall also be responsible for payment of any federal, state, or local sales or use taxes, or any other taxes or fees assessed on, or in connection with, any of the Services or Products provided pursuant to this Agreement. Customer will pay all invoices within thirty (30) days of receipt thereof. Customer's failure to remit payment due within thirty (30) days of receipt of

an invoice shall be considered a material breach of this Agreement subject to accelerated termination pursuant to paragraph 14(a) of this Agreement. Customer shall be responsible for reimbursing Company for any actual costs, including attorney's fees, related to resolving any unpaid balance.

- (b) Company reserves the right to charge a late payment fee of one and one-half percent (1.5%) per month on all unpaid balances.
- (c) In addition, Customer shall reimburse Company its actual out-of-pocket expenses as reasonably incurred by Company in connection with performance of Services or delivery of Products. Additional expenses for materials, services, training and hardware may only be incurred by Company and charged to Customer if prior written approval from Customer has been obtained.

#### 4. **Additional Products and Services**

- (a) NetStandard shall perform the Services set forth in the Service Attachment(s) in accordance with the Service Level Agreements identified in the respective Service Attachment(s) and other terms and conditions of this Agreement and any attached Service Attachment(s).
- (b) Company and Customer may from time to time mutually agree to additional products and/or services not covered by an existing Service Attachment, Statement of Work or Product Order. In the event Customer desires to add products or services not covered by an existing Service Attachment, Statement of Work or Product Order, Company and Customer shall execute a new Service Attachment, Statement of Work or Product Order regarding the desired additional products and/or services. Such Service Attachment Statement of Work or Product Order shall be attached hereto and incorporated fully herein by reference.
- (c) In the event Customer desires to make changes to Services provided pursuant to an existing Service Attachment, Customer shall notify Company in writing of its proposed changes. Company shall have five (5) days from the receipt of Customer's request to either accept or reject the proposed changes. If Company accepts Customer's proposed changes to a Service Attachment, Company shall notify Customer in writing of the acceptance, and the proposed changes shall automatically become an addendum to the affected Service Attachment. If Company rejects Customer's proposed changes, this Agreement and any attached Service Attachment shall remain unchanged.
- (d) Customer acknowledges that Company may, from time to time and without notice, make nominal or incidental changes to the Services provided in order to conform to Customer's use of the Services.

#### 5. **Products.** Company may from time to time, in connection with the provision of Services to Customer, offer certain Products for sale to Customer. This paragraph 5 shall set forth the terms and conditions for the purchase of any Products by Customer.

- (a) **Invoicing and Payment.** Products will be invoiced to Customer upon Company's acceptance of a Product Order. Company's invoice will include all Products available at the time of order acceptance. Back ordered items will be separately invoiced on the date shipped. Shipping, handling and insurance charges will be added to the invoice amount. If Customer has entered into an agreement for Services to be provided by Company, those Services will be separately invoiced to Customer. Payment is due thirty (30) days from invoice date. In no event shall the due date of a Product invoice be extended on account of back ordered items or status of Service completion. Company reserves the right to charge a late payment fee of one and one-half percent (1.5%) per month on all unpaid balances.
- (b) **Title.** Company shall retain title and ownership in and to Products sold to Customer until full payment of the purchase price is received by Company, whereupon both shall automatically pass to Customer. Until title and ownership passes to Customer, Customer agrees to maintain Products in good operating condition.
- (c) **Delivery.** Shipping dates are approximate and deliveries are subject to unavoidable delays. Company shall not be liable for damages caused by delay in delivery, installation or furnishing of Services.
- (d) **Returns.** All returns must be accompanied by a Company assigned Return Merchandise Authorization (RMA) number. Customer must provide Company with an invoice number and Product serial number when requesting an RMA number. No returns on memory after 15 days from date of invoice; no returns on other Products after 30 days from date of invoice. All returns subject to a 15% restocking fee. Returned Products must be in new and working condition in original package, including all manuals. Special ordered items will not be accepted for return. No returns on software or memory that has been opened. All returns are subject to the terms and conditions of the manufacturer's return policy.



- (e) **Taxes.** Customer shall pay all federal, state and local sales, use, property, excise, or other taxes imposed on or with respect to the purchase price of the Products, unless customer is not subject to such sales or other taxes.
- (f) **Risk of Loss.** Risk of loss or damage to Product(s) purchased by Customer shall pass to Customer upon signed acceptance of delivery.
- (g) **Warranty Disclaimer.** CUSTOMER ACKNOWLEDGES THAT ANY PRODUCTS PURCHASED FROM COMPANY ARE SUBJECT ONLY TO THE MANUFACTURER'S ORIGINAL WARRANTY. ALL PRODUCTS ARE PURCHASED "AS IS" AND "WITH ALL FAULTS." SOFTWARE IS SUBJECT TO SUCH WARRANTIES AS THE MANUFACTURER MAY MAKE UNDER THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT ALL ITS DATA FILES ARE ADEQUATELY DUPLICATED AND DOCUMENTED. COMPANY WILL NOT BE RESPONSIBLE FOR CUSTOMER'S FAILURE TO DO SO, NOR FOR THE COST OF RECONSTRUCTING DATA STORED ON FIXED DISKS, MAGNETIC TAPES, MEMORIES, OR ANY OTHER STORAGE MEDIA AND/OR DEVICES. COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF FITNESS FOR A PARTICULAR USE OR MERCHANTABILITY. COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONJUNCTION WITH THE SALE OF PRODUCTS TO CUSTOMER. THE PRICES AND DISCOUNTS APPLICABLE UNDER THIS AGREEMENT TAKE INTO ACCOUNT THIS LIMITED WARRANTY AND LIMITATION OF LIABILITY.

## 6. **Protection of Rights**

- (a) Customer acknowledges that, pursuant to this Agreement, no right, title, or interest in or to any copyrights, trademarks, or other proprietary or intellectual property rights owned or held by NSI are transferred to Customer. Further, NSI acknowledges that, pursuant to this Agreement, no right, title, or interest in or to any copyrights, trademarks, or other proprietary or intellectual property rights owned or held by Customer are transferred to NSI.
- (b) Unless otherwise agreed in writing by the Parties, any hardware or software optionally purchased by Customer shall be the sole property of Customer. Customer agrees to be bound by all vendor-specific software licenses and/or end user license agreements for all software modules sold, installed and/or managed by NSI. NetStandard is not responsible for any damages to Customer resulting from Customer's violation of or failure to comply with any vendor-specific licenses or end user license agreements. Customer may not grant to any third party a sub-license, lease, or sub-lease of equipment, hardware, or software serviced by NSI without the express written consent of NSI.
- (c) NSI provides some of its Services under this Agreement via the Internet. Customer acknowledges that the Internet is not owned, operated, managed by, or in any way affiliated with NSI, but is instead a separate network of computers independent of NSI. Customer's use of the internet is solely at Customer's own risk and is subject to all applicable local, state, national and international laws and regulations. Customer's ability to access the Internet or NSI Services via the Internet is beyond NSI's control. Unless agreed otherwise in writing by the Parties, Customer assumes all risk and responsibility for the content of information transferred across the Internet by Customer.

- 7. **Independent Contractor.** The Parties enter into this Agreement, including any attached Service Attachment(s), Statement(s) of Work or Product Orders, as independent contractors and nothing within this Agreement shall be construed to create a joint venture, partnership, agency, or other employment relationship between the Parties. All Company employees who are assigned to perform services at any Customer owned or leased facility shall be considered to be an employee of Company only and will not be considered an agent or employee of Customer for any purpose. Company will be solely responsible for payment of all compensation owed to its employees, including all applicable federal, state and local employment taxes and will make deductions for all taxes and withholdings required by law. In no event will any Company employee be eligible for or entitled to any benefits of Customer.

## 8. **Confidential Information**

- (a) Customer understands and acknowledges that Company may, from time to time, disclose "Confidential Information" to Customer. For purposes of this Agreement, the term "Confidential Information" shall include but not be limited to any nonpublic and/or proprietary information or materials relating to Company's promotional and/or marketing strategy and activity, Company's pricing information (including but not limited to rates, margins, and budgets), Company's financial and budget information, Company's customer lists, information about the education, background, experience, and/or



skills possessed by Company employees, Company employee compensation information, Company's service and/or sales concepts, Company's service and/or sales methodology, Company's service and/or sales techniques, Company's customer satisfaction data or sales information, or any information which Company marks or identifies as "confidential" at the time of disclosure or confirms in writing as confidential within a reasonable time (not to exceed thirty (30) days) after disclosure. Subject to the requirements of the Missouri Sunshine law, Customer will not disclose Company's Confidential Information to any third party at any time without the prior written consent of Company and shall take reasonable measures to prevent any unauthorized disclosure of Company's Confidential Information by its employees, agents, contractors, or consultants. Further, Company's Confidential Information shall include the terms set forth in this Agreement, all of which shall remain the property of Company and shall in no event be transferred, conveyed, or assigned to Customer as a result of the services provided pursuant to this Agreement. The foregoing duty shall survive for a period of three (3) years following the termination or expiration of this Agreement.

- (b) Company also understands and acknowledges that Customer may, from time to time, disclose to Company proprietary ideas, concepts, expertise, and technologies developed by Customer relating to computer application programming, installation, and operation (collectively "Customer's Confidential Information"). Customer may further provide to Company documentation, reports, memoranda, notes, drawings, plans, papers, recordings, data, designs, materials, or other forms of records or information relating to Customer's business operations (collectively "Confidential Trade Information"). Company agrees (i) not to use any Customer Confidential Information or Confidential Trade Information for its own use or for any purpose other than the specific purpose of completing the Services; (ii) not to voluntarily disclose any Customer Confidential Information or Confidential Trade Information to any other person or entity; and (iii) to take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, Customer Confidential Information and/or Confidential Trade Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized by this Agreement to have such Customer Confidential Information and/or Confidential Trade Information. The foregoing duty shall survive for a period of three (3) years following the termination or expiration of this Agreement.
- (c) The following shall not be considered Confidential Information for purposes of this Agreement: (a) Information which is or becomes in the public domain through no fault or act of the receiving party; (b) Information which was independently developed by the receiving party without the use of or reliance on the disclosing party's Confidential Information; (c) Information which was provided to the receiving party by a third party under no duty of confidentiality to the disclosing party; or (d) Information which is required to be disclosed by law with no further obligation of confidentiality, provided, however, prompt prior notice thereof shall be given to the party whose Confidential Information is involved.
- (d) The Parties agree that the disclosure of any of the foregoing Confidential Information by either party shall give rise to irreparable injury to the owner of the Confidential Information, inadequately compensable in monetary damages. Accordingly, the non-disclosing party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available.

## 9. Nonsolicitation

- (a) **Nonsolicitation of Company Personnel.** Customer may not, either directly or indirectly, solicit, hire, contract with or endeavor to entice away any Company employee during the Term of this Agreement and for a one (1) year period following its termination (the "Nonsolicitation Term"). If Customer hires a Company employee without first obtaining the written consent of Company, Customer shall pay Company as liquidated damages an amount equal to 100% of the employee's annual fair market salary, as determined by Company in its sole discretion. This provision is considered a material term that allows for accelerated termination rights under paragraph 14 of this Agreement.
- (b) **Nonsolicitation of Company Clients.** During the Term of this Agreement and for a one (1) year period following its termination, Customer shall not solicit, interfere with, endeavor to entice away, or enter into a contract with any existing or prospective client of NSI for the purposes of supplanting services provided by or to be provided by NSI. For purposes of this Agreement, "existing client" is defined as any client of NSI to whom Customer was introduced or made aware of by virtue of Customer's business relationship with NSI. For the purposes of this Agreement, "prospective client" is defined as any business prospect NSI has actively pursued and to whom Customer was introduced during the course of Customer's relationship with NSI. Customer acknowledges that a violation of this paragraph 9(b) may give rise to irreparable injury to Company, inadequately compensable in monetary damages. Accordingly, Company may seek and obtain injunctive relief against Customer's breach of this paragraph 9(b).

10. **Limited Warranty.** Any warranty offered by Company for Services provided herein shall be set forth in the Service Attachment. In the absence of any warranty language in the Service Attachment, Company warrants that all Services performed pursuant to this Agreement will be performed in accordance with the general standards and practices of the information technology industry in existence at the time the Services are being performed. Security services performed will not guarantee a level of security for the system being assessed. IN THE EVENT THAT THERE IS NO WARRANTY SET FORTH IN THE SERVICE ATTACHMENT(S), THE FOREGOING EXPRESS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT APPLICABLE.
11. **Limitation of Liability.** CUSTOMER AGREES THAT COMPANY SHALL NOT BE LIABLE TO CUSTOMER, OR ANY THIRD PARTY, FOR: (1) ANY LIABILITY CLAIMS, LOSS, DAMAGES OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY OUT OF SERVICES PROVIDED HEREIN; (2) ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND CUSTOMER AGREES TO INDEMNIFY AND HOLD COMPANY HARMLESS AGAINST SUCH LIABILITIES, CLAIMS, LOSSES, DAMAGES (CONSEQUENTIAL OR OTHERWISE) OR EXPENSES, OR ACTIONS IN RESPECT THEREOF, ASSERTED OR BROUGHT AGAINST COMPANY BY OR IN RIGHT OF THIRD PARTIES; OR (3) ANY PUNITIVE DAMAGES. FOR PURPOSES OF THIS AGREEMENT, INCIDENTAL OR CONSEQUENTIAL DAMAGES SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED REVENUES, INCOME, PROFITS OR SAVINGS; LOSS OF OR DAMAGE TO BUSINESS REPUTATION OR GOOD WILL; LOSS OF CUSTOMERS; LOSS OF BUSINESS OR FINANCIAL OPPORTUNITY; OR ANY OTHER INDIRECT OR SPECIAL DAMAGES OF ANY KIND CATEGORIZED AS CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THE LAW OF THE STATE OF KANSAS. CUSTOMER'S SOLE REMEDY FOR COMPANY'S NON-CONFORMING PERFORMANCE OF SERVICES OR DELIVERY OF PRODUCTS SHALL BE, IN COMPANY'S ABSOLUTE DISCRETION, RE-PERFORMANCE OF THE NON-CONFORMING SERVICES OR A REFUND OF THE AMOUNT PAID BY CUSTOMER FOR THE NON-CONFORMING SERVICE OR PRODUCTS. COMPANY'S LIABILITY FOR ANY DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT BILLED OR BILLABLE TO CUSTOMER FOR SERVICES PROVIDED BY COMPANY DURING THE PRECEDING TWO (2) MONTHS FROM THE DATE THE ALLEGED DAMAGES WERE INCURRED.
12. **Equal Opportunity Employer.** Company is an Equal Opportunity Employer and does not discriminate in recruitment, hiring, transfer, promotion, compensation, development, or termination of its employees on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran's status or other protected category as required by applicable federal, state and local laws. Customer likewise represents that it will not discriminate in the referral or acceptance of Company employees hereunder on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran's status or other protected category as required by applicable federal, state and local laws.
13. **Indemnification.** Subject to and without waiving the City's rights of sovereign immunity and to the extent permitted by Missouri law, Each party shall indemnify, defend and hold harmless the other, its employees, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents, from and against any third party claims, demands, loss, damage or expense relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused solely by the negligence or willful conduct of the indemnifying party, its personnel or agents in connection with the performance of the Services hereunder. To the extent that such claim arises from the concurrent conduct of Customer, Company and/or any third party, it is expressly agreed that Company's liability shall be limited by the terms and provisions of paragraph 11 herein and that, with respect to any remaining obligations to pay any third party claims, demands, losses, damages or expenses that are not limited by the terms and provisions of paragraph 11 herein, each party's obligations of indemnity under this paragraph shall be effective only to the extent of each party's pro rata share of liability. To receive the foregoing indemnities, the party seeking indemnification must promptly notify the other in writing of a claim or suit and provide reasonable cooperation (at the indemnifying party's expense) and full authority to defend or settle the claim or suit. The indemnifying party shall have no obligation to indemnify the party seeking indemnification under any settlement made without the indemnifying party's written consent.
14. **Termination**
- (a) **Termination for Material Breach.** If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement (including any Service Attachment(s), Statement of Work or Product Order attached hereto), then the non-breaching party shall provide written notice to the other party's representative identified in Exhibit 1 attached hereto describing the alleged breach in reasonable detail. If the alleged breach relates to Customer's failure to pay any sum due and owing under this Agreement, or if Customer makes an unauthorized solicitation of a Company employee under the provisions of paragraph 9 herein, Customer shall have ten (10) business days after notice of such failure to cure the

breach. If Customer fails to cure the breach within ten (10) business days, then Company may immediately terminate this Agreement, in whole or in part, for cause, by providing written notice to Customer. With respect to all other breaches of this Agreement, the non-breaching party must provide the breaching party notice in writing clearly identifying the breach. Unless the Parties agree in writing to a longer time, the breaching party shall have fifteen (15) days from its receipt of the written notice of breach to cure the breach. If the breaching party fails to cure the breach within fifteen (15) days of receipt of the written notice of breach, then the non-breaching party may terminate this Agreement, in whole or in part, for cause by providing written notice to the authorized contact identified in Exhibit 1 attached hereto and fully incorporated herein. If the breach is one that cannot reasonably be cured within fifteen (15) days of receiving notice, the parties shall mutually agree in writing to a time schedule and plan for curing the breach. If the breach is not cured by the mutually agreed upon deadline, the non-breaching party may terminate this Agreement, in whole or in part, for cause by providing written notice to the authorized contact identified in Exhibit 1 to this Agreement.

- (b) **Termination of Individual Services.** If Customer is receiving Services under multiple Service Attachments, the Termination of one Service Attachment does not affect any other Service Attachment or this Agreement. If Company terminates any Service Attachment due to Customer's material breach, Customer shall not be relieved of its obligation to remit payment for any unpaid, undisputed balance, or compensate Company its actual costs incurred as a result of Company's reasonable reliance upon Customer's promise to honor its obligations under the Service Attachment.
  - (c) **Termination for Bankruptcy.** Company shall have the immediate right to terminate this Agreement, by providing written notice to Customer, in the event that (i) Customer becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (ii) a substantial part of Customer's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.
  - (d) **Payments Due.** The termination of this Agreement shall not release Customer from the obligation to make payment of all amounts then or thereafter due and payable.
  - (e) **License Fees.** Upon termination of this Agreement or any Service Attachment for any reason, Customer shall be responsible for the unpaid balance of any license fees or similar use fees incurred by Company on behalf of Customer.
  - (f) **Discontinued Services.** Company reserves the right, in its absolute discretion, to discontinue offering any Service(s) identified in any Service Attachment or Statement of Work, in whole or in part, upon sixty (60) days written notice to Customer. Company shall not be in breach of this paragraph 14(f) or any other provision of this Agreement if one or any of Company's vendors provides less than thirty (30) days notice to Company that a particular service will no longer be available to its customers.
15. **Acceptable Use Policy.** Customer, its employees and agents, and any person or entity authorized by Customer to utilize Company's network shall be bound by Company's Acceptable Use Policy (the "Use Policy") published on its website, available at <http://www.netstandard.com/acceptable-use-policy/>. Violations of this Use Policy may result in a demand for immediate removal of offending material, immediate temporary or permanent filtering, blocked access, suspension or termination of service, or other action appropriate to the violation, as determined by Company in its sole discretion. When feasible, Company shall give notice of the violations and allow reasonable time for them to be cured, not to exceed 10 days; however, Company reserves the right to act without notice when necessary, as determined by Company in its sole discretion. Company may involve, and will cooperate with, law enforcement if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of this Use Policy.
16. **Exigent Circumstances.** When exigent circumstances arise which threaten violation of existing laws, Company's Acceptable Use Policy or Privacy Policy, compromise of Company's network, or compromise of Customer's network, Company reserves the right, in its sole and absolute discretion, to take appropriate action without Customer consent. In such circumstances, Company will make reasonable efforts to contact Customer and to resolve the exigency. Examples of exigent circumstances include, but are not limited to, denial of service attacks, hijacking of a Customer website or application for unlawful use by an unauthorized third party, or infection of a resource within Customer's network by harmful malware.
17. **Customer Responsibilities**
- (a) Customer shall promptly notify Company of any changes to the information contained in Exhibit 1, attached hereto and fully incorporated herein. Company is not responsible for any incorrect or inaccurate information provided on Exhibit 1.



- (b) During the Initiation of Services Period, as this term is further defined in the attached Service Attachment(s), Customer will provide Company reasonable access to Customer's network and Customer's facilities in order for Company to timely complete its initiation of services. Customer's failure to provide reasonable access to Company may result in delays in completing the initiation of services. Any such delay described in this paragraph 17(b) shall not be grounds for termination by Customer. In the event Company terminates this Agreement due to a delay described in this paragraph 17(b), Customer shall be responsible for all actual costs and expenses incurred by Company in reliance on this Agreement.

18. **Miscellaneous Provisions**

- (a) **Non-Restrictive Relationship.** Company may provide the same or similar services to other customers.
- (b) **Waiver.** The rights and remedies provided to each of the Parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either party of its right to terminate this Agreement or to enforce any provision of this Agreement for default or violation by the other party shall not prejudice such party's rights of termination or enforcement for any further or other's default or violation or be deemed a waiver or forfeiture of those rights.
- (c) **Privacy.** Company is committed to protecting the privacy of all of its customers, and Company has enacted policies to protect certain information from disclosure to third parties (the "Privacy Policy"). A copy of Company's Privacy Policy may be accessed via Company's website at <http://www.netstandard.com/privacy/>.
- (d) **Attorney's Fees.** In the event Company is forced to take legal action against Customer to enforce any of the terms of this Agreement or any attached Service Attachment(s), Company shall be entitled to recover from Customer its reasonable costs, necessary disbursements, and attorney's fees incurred in enforcing this Agreement.
- (e) **Force Majeure.** Neither party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including and without limitation: strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.
- (f) **Notices.** All notices required under or regarding this Agreement, including any Service Attachments, must be in writing and will be considered if delivered personally, mailed via registered or certified mail (return receipt requested and postage prepaid), given by facsimile (confirmed by certification of receipt), sent by e-mail (confirmed by read receipt) or sent by courier (confirmed by receipt) addressed to the following designated parties:

If to NetStandard, Inc.:  
NetStandard, Inc.

Attention: Account Services  
2000 Merriam Lane  
Kansas City, KS, 66106  
E-mail: [admin@netstandard.com](mailto:admin@netstandard.com)

If to \_\_\_\_\_ :

See Exhibit 1, attached hereto

- (g) **Contact and Billing Information.** Customer's designated contact for Notices described above and billing information is identified in Exhibit 1 of this Agreement.
- (h) **Assignment.** Customer may not assign this Agreement without the prior written consent of Company. Company may not assign this agreement without prior written notice to Customer.
- (i) **Facility Rules and Safety Requirements.** The employees and agents of each Party, while on the premises of the other Party, shall be bound by any and all rules and regulations in effect, including safety and security requirements.
- (j) **Survival.** Any provision of this Agreement that contemplates performance or observance following termination or expiration of this Agreement, or that by its nature should continue to be effective following termination or expiration of this Agreement, will survive termination or expiration of this Agreement and continue in full force and effect until the natural termination of the particular provision.

- (k) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument. A signature transmitted by facsimile or scanned from the original shall be considered an original signature for purposes of this Agreement.
- (l) **Severability.** If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.
- (m) **Captions.** The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
- (n) **Entire Agreement.** This Agreement and any Service Attachment(s) incorporated herein constitute the entire agreement between the Parties and supersede any prior or contemporaneous communications, representations or agreements between the Parties, whether oral or written, regarding the subject matter of this Agreement.
- (o) **Modification.** Except as otherwise provided in an Service Attachment, this Agreement and any Service Attachment(s) may be modified only by an instrument in writing executed by the Parties hereto. Any written work order or request for additional services submitted by Customer shall not modify the terms of this Agreement and will only be considered an offer to modify the Agreement.
- (p) **Supremecy.** This Master Service Agreement shall replace and supercede all prior Master Service Agreements entered into by and between the Parties. Any Service Attachment(s) executed by the Parties after execution of this Master Service Agreement shall be governed only by this Master Service Agreement. The Parties acknowledge that some inconsistencies may exist between this Master Service Agreement and Service Attachments executed prior to this Master Service Agreement. The Parties agree that any inconsistencies or ambiguities that may arise between an existing Service Attachment and this Master Service Agreement shall be construed in favor of the existing Service Attachment.
- (q) **Applicable Law.** This Agreement is made under and will be construed in accordance with the law of Missouri without giving effect to that state's choice of law rules. The forum for any dispute or litigation arising out of this Agreement shall be in the Cass County District Court or in the Federal District Court for the state of Missouri.
- (r) **Successors and Third Party Beneficiaries.** This Agreement shall inure to the benefit of Company and Customer and any successors or assigns of Company and Customer. No third party shall have any rights hereunder.
- (s) **Audit Attestation.** Company is committed to protecting the data hosted in Company's data center, both physically and logically. Detailed controls regarding the security of hosted data are available in Company's control audit attestation report. Company maintains an attestation report (i.e. SSAE16, SSAE18) that may be reviewed by Customer upon request.

IN WITNESS WHEREOF, the Parties have executed this Master Services Agreement as of the Effective Date above.

<b>NetStandard, Inc.</b>	<b>City of Belton</b>
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

**EXHIBIT 1 - CONTACT AND BILLING INFORMATION**

**Main Contact:** \_\_\_\_\_

**Billing Contact:** \_\_\_\_\_

**Billing Phone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Check this box if you authorize NSI to provide official notices by e-mail**

**Billing Preference:**       e-mail       US Postal Service

**Company:** \_\_\_\_\_

**Main Telephone #:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Corp**  **LLC**  **Partnership**  **Individual**

**EIN/SSN:** \_\_\_\_\_

**Customer Acknowledgement:**

**Customer Name:** \_\_\_\_\_

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

**Printed Name:** \_\_\_\_\_

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

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



**NetStandard Inc.**  
**DataSafe™ Remote Data Backup and**  
**Disaster Replication Services Attachment**



This DataSafe™ Remote Data Backup and Disaster Replication Services Attachment (“DataSafe™ Attachment”) references terms and conditions in a Master Services Agreement by and between NetStandard, Inc. (“NSI”), with a principle office at 2000 Merriam Lane, Kansas City, KS 66106 (NSI may also be referred to as “Company”), and City of Belton with a principle office at 506 Main Street, Belton MO 64012 may also be referred to as “Customer”) (“Company” and “Customer” are collectively referred to as the “Parties”) with an Effective Date of March 6, 2018. This DataSafe™ Attachment, together with the Master Services Agreement and any other Service Attachments executed by the Parties shall be referred to collectively as the “Agreement.”

**WHEREAS**, Company is engaged in the business of providing certain Remote Data Backup and Data Replication Services known as DataSafe™ (the “Services”);

**WHEREAS**, Customer desires to retain Company to perform the DataSafe™ Services;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. **Definitions**

- (a) **Agent or Gateway** shall mean the software that runs on a computer at Customer’s site to perform remote data backups;
- (b) **Data Archival** shall mean the process of identifying Protected Data that is no longer actively used by Customer and creating exceptions to provide for long-term retention of non-critical data;
- (c) **Data Backup** shall mean the process of creating multiple recoverable copies of Protected Data, each with multiple recovery points;
- (d) **DataSafe™** shall mean the subscription-based remote data backup and disaster replication services offered by Company;
- (e) **DataSafe™ Systems** shall mean any Company-owned hardware, software, remote backup systems, other services, documents, files and information provided to Customer in connection with the DataSafe™ services;
- (f) **Disaster Replication** shall mean the process of creating multiple replicated virtual machine images at Company’s data center that are hosted within a compatible hypervisor in a runnable state;
- (g) **Initial Seed Backup** shall mean the first full system backup that must be performed by Customer and transported to Company’s data center;
- (h) **Local Storage Appliance** shall mean the combination of hardware and software that exists at Customer’s site that stores backup data;
- (i) **Protected Capacity** shall mean the total amount of Customer’s source data stored on Customer’s systems;
- (j) **Protected Data** shall mean the data stored on Customer’s systems that is targeted for protection by DataSafe™;
- (k) **Storage Node** shall mean the combination of hardware and software located at Company’s data center that receives backup or replication data from an Agent or Gateway;
- (l) **Stored Capacity** shall mean the total amount of Customer’s compressed data stored on the DataSafe Systems.

2. **Services**

(a) **DataSafe™ Remote Data Backup Services**

- 1. DataSafe™ is capacity-based and is typically priced on the total amount of Protected Capacity, unless Customer’s Stored Capacity exceeds its Protected Capacity by 25% or more, in which case Customer’s Monthly Service Fee will be based on Customer’s Stored Capacity.

2. This DataSafe™ Attachment provides for storing multiple restore points of each file backed up based upon the retention requirements outlined by Customer.
  - i. Customer shall be entitled to up to 45 daily backups. Additional daily backups may be purchased for an additional fee.
  - ii. The retention limit for deleted items matches the retention limit for the file backups. That means deleted items do not create a separate restore point and subsequently, a deleted item will no longer be available for restore once the file retention limit.
3. A Local Storage Appliance must be installed on Customer's local area network that is accessible by all Agent or Gateway computers. Company will provide Customer with a Local Storage Appliance to store backups on site. Any Local Storage Appliance provided by Company shall remain the property of Company, and Company shall be responsible for the maintenance, repair or replacement of the device in the event of failure. Upon termination of this Agreement for any reason, Company will remove the Local Storage Appliance from Customer's premises, or Customer may elect to purchase the Local Storage Appliance from Company at its retail replacement cost.
4. This DataSafe™ Attachment does not include Data Archival. Data Archival may be purchased by Customer under a separate agreement signed by the Parties.
5. Company does not guarantee the compressibility of Customer's Protected Data. Customer acknowledges that data compression is on a best effort basis and not within Company's control.
6. Customer shall designate a representative to receive initial training from Company to act as a point of contact for the installation of DataSafe Systems and assist with Customer's assessment of the Protected Data to be backed up. Company shall provide Customer support via telephone during the first thirty (30) days to assist Customer with the setup and configuration of Customer's backup plan, and Customer's performance of the Initial Seed Backup. This 30-day period shall be referred to as the "Initiation of Services Period."
7. NetStandard will provide ongoing management and support of DataSafe Backup Systems to include job monitoring, job restart, job scheduling, configuration changes, reporting and file/folder restoration.
  - i. Full system restores, or restorations representing more than 10% of a single server's Protected Data, are not included under this DataSafe™ Attachment. Such additional services are available at the then current time and materials rate which will be provided to Customer upon request. Customer will be notified in advance before beginning the restoration.
  - ii. Remediation of issues or concerns specific to the Customer's systems or environment are excluded from the Services provided pursuant to this DataSafe™ Attachment. This includes, but is not limited to, servers, local or wide area networks or software incompatibilities.

(b) **DataSafe™ Disaster Replication**

1. DataSafe™ Disaster Replication is an optional addition to Remote Data Backup Services and is offered on a subscription basis.
2. This attachment provides for the creation and hosting of up to three images of each virtual machine protected by the DataSafe™ Remote Data Backup Services.
  - i. Image frequency may be specified by Customer. The default frequency is daily. The minimum frequency is four (4) hours.
  - ii. Images will be hosted in a runnable state within a compatible hypervisor using Company's public cloud infrastructure and storage.
3. This DataSafe™ Attachment provides for up to two test periods per calendar year with a duration of up to twenty-four hours each. During this time any or all of the replicated virtual machines may be started and run but cannot host production workloads. Customer must provide Company with one (1) week's advance notice prior to support testing.

4. This attachment provides for one period of up to thirty (30) days per calendar year during which any or all of the replicated virtual machines may be started and run to support production workloads during a bonafide and formally declared disaster. Upon request, Customer shall provide Company with evidence of a disaster declaration. Additional events or runtime in excess of thirty (30) days per calendar year will be billed at NetStandard's then current retail cloud prices.
5. Company will provide ongoing management and support of the DataSafe™ Disaster Replication Services to include monitoring, scheduling, job completion, configuration changes and reporting.
6. Company will provide up to four (4) hours of support each calendar year to assist Customer with testing or recovery.

### 3. Pricing and Payment Terms

#### (a) Monthly Service Fees ("MSF")

Product	Est. Data in TB	Unit Cost	Service Fees
Stored Capacity for Backup	3	\$350	\$1,050
Additional NAS Devices	2	\$35	\$70
<b>Total Monthly Storage Fee</b>			<b>\$1,120</b>

#### (b) One-Time DataSafe™ Setup Fee

Service	# of in scope Systems	Unit Cost	Service Fees
DataSafe Backup Setup Fee	3	\$120.00	\$360
DataSafe Disaster Image Setup Fee		\$120.00	
Back-Up Storage Appliance Setup	1	\$150.00	\$150
<b>Total Non-Reoccurring Service Fees</b>			<b>\$510</b>

#### (c) Payment Terms

1. On the last business day of each month, Company will compute the maximum amount of data stored or protected, DataSafe™ licenses used, and appliance data consumed for the month and invoice Customer the adjusted Service Fees as calculated in accordance with the provisions of Section 3 of this DataSafe™ Attachment.
2. The first monthly payment shall be the larger of either a) the minimum Service Fees projected as of the signing of this DataSafe™ Attachment or b) a pro-rated monthly Service Fee based upon Customer's actual usage.
3. Any services not specifically identified in this DataSafe™ Attachment shall be considered additional services that fall outside the scope of this DataSafe™ Attachment. If Customer desires to engage Company for additional services, the Parties shall execute a separate Product Order, Statement of Work or Service Attachment, as may be necessary.

### 4. Requirements and Responsibilities

- (a) Customer is responsible for maintenance and installation of all software and/or hardware provided by Customer and residing on Customer's premises, except as otherwise specified in this Attachment. Company specifically disclaims any and all responsibility for the installation, maintenance or repair of software and/or hardware owned and/or used by Customer except as otherwise specified in this Attachment or any other Service Attachment, Product Order or Statement of Work between Company and Customer. Customer is also solely responsible for all transfer(s) of information between computers within Customer's network and within any subsidiary sets of resources.
- (b) Company will assist Customer in identifying Protected Data requirements and setting up backups and disaster images as applicable. It is Customer's responsibility to ensure that data identified to be backed up is included in DataSafe™ backups. Company will not be responsible for the loss of any data as a result of Customer's failure to add specific data to DataSafe™.
- (c) Customer shall be responsible for notifying Company of it need to modify, increase or decrease Protected Data.
- (d) For Customers installing DataSafe™ Systems at Customer's location (i.e., not at NSI's data center), a minimum of 200Kb per 1Gb of Protected Data, available Internet upload bandwidth is required at each location. Backup times will be impacted by network congestion. Larger datasets will require greater bandwidth for timely completion of backups. Customer agrees to provide adequate Internet bandwidth to allow for desired backup operations.
- (e) The DataSafe™ Systems require various TCP/IP ports to be open between the Agent/Gateway and the Storage Node machine(s). These ports must be open for proper operation of the Services. TCP/IP port assignments may be changed due to upgrades of DataSafe™.
- (f) Company requires administrative access to all of Customer's protected systems. This access must be granted at the time of installation and continuously maintained for proper provisioning of the Services.
- (g) Depending on Protected Data requirements, Customer may be required to provide a licensed Agent or Gateway computer. The Agent or Gateway computer is typically a licensed Windows virtual machine but may take other forms depending on requirements. Management of the Agent or Gateway computer itself remains the responsibility of the Customer. All DataSafe Systems installed on the Agent or Gateway computer are the responsibility of Company. Company is not responsible for performance characteristics on Agent/Gateway computers.
- (h) Company is responsible for the daily supervision of backup operations. An email address and SMTP relay server must be provided to Company upon request in order for Customer to receive notifications from DataSafe Systems.
- (i) Upon expiration or termination of this DataSafe™ Attachment for any reason, Customer shall be responsible for requesting an export of Customer's stored data via Customer provided storage device. All of Customer's stored data will be purged from the DataSafe™ System 10 days after expiration or termination of this DataSafe™ Attachment.

## 5. Term and Termination

- (a) This Attachment shall be in effect for a period of one (1) year beginning on the date that the Parties execute this DataSafe™ Attachment by signature below (the "Initial Term"). At the expiration of the Initial Term, this DataSafe™ Attachment shall renew on a month-by-month basis (the "Renewal Term"), or until terminated by either party. If Customer does not wish to renew, Customer must notify Company in writing at least thirty (30) days before the last day of the applicable Initial or Renewal Term. Customer's notice not to renew will be effective on the last day of the month following the month in which the notice was received by Company.
- (b) Services provided under this DataSafe™ Attachment are scheduled to begin on or after March 6, 2018.
- (c) This DataSafe™ Attachment may be terminated in accordance with Paragraph 14 of the Master Services Agreement.

## 6. Service Level Agreement

- (a) **Availability Guarantee.** Company guarantees that the DataSafe™ Systems will be operated with due care and using best practices for reliability, availability and value. The DataSafe™ availability guarantee does not apply if Customer's hardware, software or changes made by Customer are the cause of a misconfiguration, inability to restore data or other functionality problems with the DataSafe™ System. DataSafe™ System unavailability will be deemed to exist if the DataSafe™ System does not respond to Company's monitoring systems or if Customer cannot restore data that has been verified to have been backed-up by the DataSafe™ System.



- (b) **Service Availability.** DataSafe™ availability will be calculated based upon minutes of available service divided by minutes of planned availability during the specified period. The calculation will be made monthly on the 1st calendar day of the month using the availability criteria identified below:

DataSafe Availability Target	Percent of availability for DataSafe System meeting target (P).
Target Breached	$P \leq 99.8\%$
Target Threatened	$99.8\% < P < 99.99\%$
Target Met	$P \geq 99.99\%$

- (c) **Service Credit for Unavailability.** If Customer experiences unavailability in excess of the targets identified above, and if Customer's unavailability was not attributable to Customer's hardware, software or other influence outside of Company's control, then Customer shall be entitled to a service credit according to the following chart:

Availability in a month	Penalty
99.5% to 99.0%	20% of MSF
99.0% to 95.0%	35% of MSF
95.0% to 90.0%	50% of MSF
90.0% to 75.0%	75% of MSF
Below 75%	100% of MSF

IN WITNESS WHEREOF, the Parties have executed this DataSafe™ Attachment as of the date below.

<b>NetStandard, Inc.</b>	<b>Client: City of Belton</b>
--------------------------	-------------------------------

By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

**SECTION VI**  
**B**





**PLANNING & BUILDING DEVELOPMENT**

Jim Brown, CBO, LEED GA  
Building Official

520 MAIN STREET  
BELTON, MISSOURI 64012

TELEPHONE\* (816) 331-4331  
FAX \* (816) 322-4620

E-MAIL \* [jbrown@belton.org](mailto:jbrown@belton.org)  
WEBSITE \* [www.belton.org](http://www.belton.org)

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MEMORANDUM

TO: Belton City Council  
FROM: Jim Brown  
DATE: February 28, 2018

**RE: Clarification of Land Fill item on Bid Form for Project # 18-001/010-2100-4003020 as identified in Bill No. 2018-11.**

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As requested by the City Council upon First Reading of Bill No. 2018-12 on February 27, 2018, I offer the following clarification, as provided to me via a phone conversation with the contractor, prior to the Second Reading on March 13, 2018.

Under the heading, Bid Form and Price, item 4(b) Landfill fee should read as follows:  
(b) Landfill fee- \$2011.96 | Per load (utilizing a 90 cu.yd. dump trailer)

This memorandum serves to clarify the discrepancy, whereas the initial form did not identify the size of the dump trailer.

# **SECTION VI**

## **D**

**AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A CONSTRUCTION SERVICE AGREEMENT WITH SAK CONSTRUCTION, LLC FOR THE 30", 27", AND 18" INTERCEPTOR LINING IN A NOT-TO-EXCEED AMOUNT OF \$1,167,949.50.**

**WHEREAS**, in August of 2013, a study was completed of the west interceptor sewer line to determine its condition and the extent of infiltration that exists. The condition of the pipe appeared to be in good structural shape based on sonar data provided and the CCTV which makes the interceptor a good candidate for lining. However, the video showed that there are many areas that allow for storm water inflow and infiltration that exist due to the absence of gaskets and due to age. These areas cause unwanted flow from rains, ground water and creeks that increases storm water flow volumes into the treatment plant that are being treated along with the sewage that is to be treated; and

**WHEREAS**, on October 14, 2014 City Council passed Ordinance No. 2014-4023 approving a construction service agreement with Insituform Technologies USA, LLC to line the 36" portion of the interceptor. This project was completed in June of 2015 and since the project completion, the City has seen a decrease in the rate of inflow in infiltration at the Wastewater Treatment Facility; and

**WHEREAS**, as part of the City's 2016 Capacity, Management, Operations and Maintenance Plan (CMOM) that the city submits to the Department of Natural Resources on a biannual schedule, the City set a goal of decreasing the inflow and infiltration ratio to 2.5 to 1 for peak flows. The current inflow and infiltration rate in the City is approximately 9 to 1 for peak flows. The lining of the 30", 27", and 18" portions of the interceptor will continue to decrease the inflow and infiltration and will contribute to reaching the goal the City set forth; and

**WHEREAS**, an Invitation to Bid for the 30", 27" and 18" Interceptor Lining was issued on January 19, 2018. A Mandatory Pre-Bid Conference was held on February 7, 2018, and the bid opening was held on February 21, 2018. Four contractors submitted bids: SAK Construction, LLC at \$1,167,949.50, Insituform Technologies USA, LLC at \$1,298,411.00, Blue Nile Contractors, Inc. at \$1,431,066.05, and Ric-Man Construction Florida, Inc. at \$1,864,775.00. Bidders were also required to submit a Quality Assurance Plan and City staff scored them based on 9 different criteria. After evaluation of the bid prices and the Quality Assurance Plans, City staff determined that SAK Construction, LLC had the lowest and best bid; and

**WHEREAS**, the Council believes that the Construction Service Agreement with SAK Construction, LLC for the 30", 27", and 18" Interceptor Lining in a not-to-exceed amount of \$1,167,949.50 is beneficial to the citizens of Belton to continue to decrease the inflow and infiltration.

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

**SECTION 1.** That the Construction Service Agreement with SAK Construction, LLC for the 30", 27", and 18" Interceptor Lining in a not-to-exceed amount of \$1,167,949.50, herein attached and incorporated as **Exhibit A**, is hereby approved.

**SECTION 2.** The Mayor is authorized and directed to execute the Agreement on behalf of the City.

**SECTION 3.** That this ordinance shall be in full force and effect from and after the date of its passage and approval

**SECTION 4.** That all ordinances or parts of ordinances in conflict with the provisions thereof are hereby repealed.

READ FOR THE FIRST TIME: March 13, 2018

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 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 ordinance was regularly introduced for first reading at a

meeting of the City Council held on the 13<sup>th</sup> day of March, 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





## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** March 13, 2018

**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:**

In order to decrease the City’s storm water inflow and infiltration ratio and prolong the lifetime of the City’s west interceptor, an Invitation to Bid for the 30”, 27” and 18” Interceptor Lining was issued on January 19, 2018. A Mandatory Pre-Bid Conference was held on February 7, 2018, and the bid opening was held on February 21, 2018. Four contractors submitted bids: SAK Construction, LLC at \$1,167,949.50, Insituform Technologies USA, LLC at \$1,298,411.00, Blue Nile Contractors, Inc. at \$1,431,066.05, and Ric-Man Construction Florida, Inc. at \$1,864,775.00. Bidders were also required to submit a Quality Assurance Plan and these were scored by City staff based upon 9 different criteria. After evaluation of the bid prices and the Quality Assurance Plans, City staff determined that SAK Construction, LLC had the lowest and best bid.

Staff recommends approval of a Construction Service Agreement with SAK Construction, LLC for the 30”, 27”, and 18” Interceptor Lining in a not-to-exceed amount of \$1,167,949.50.

**BACKGROUND:**

In August of 2013, a study was completed of the west interceptor sewer line to determine its condition and the extent of infiltration that exists. The condition of the pipe appeared to be in good structural shape based on sonar data provided and the CCTV which makes the interceptor a good candidate for lining. However, the video showed that there are many areas that allow for storm water inflow and infiltration that exist due to the absence of gaskets and due to age. These areas cause unwanted flow from rains, ground water and creeks that increases storm water flow volumes into the treatment plant that are being treated along with the sewage that is to be treated.

On October 14, 2014 City Council passed Ordinance No. 2014-4023 approving a construction service agreement with Insituform Technologies USA, LLC to line the 36” portion of the interceptor. This project was completed in June of 2015 and since the project completion, the City has seen a decrease in the rate of inflow in infiltration at the Wastewater Treatment Facility.

As part of the City’s 2016 Capacity, Management, Operations and Maintenance Plan (CMOM) that the City submits to the Department of Natural Resources on a biannual schedule, the City set a goal of decreasing the inflow and infiltration ratio to 2.5 to 1 for peak flows. The current inflow and infiltration rate in the City is approximately 9 to 1 for peak flows. The lining of the 30”, 27”, and 18” portions of the interceptor will continue to decrease the inflow and infiltration and will contribute to reaching the goal the City set forth.

**IMPACT/ANALYSIS:**  
**FINANCIAL IMPACT**

Contractor:		SAK Construction LLC
Amount of Request/Contract:	\$	1,167,949.50
Amount Budgeted:	\$	1,800,000.00
Funding Source:		660-0000-495-7300
Encumbered:	\$	n/a
Funds Remaining:	\$	632,050.50

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

Approve an ordinance for the Construction Service Agreement with SAK Construction, LLC for the 30", 27", and 18" interceptor lining in a not-to-exceed amount of \$1,167,949.50.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Ordinance  
Bid Tabulation  
Exhibit A - Construction Service Agreement



### Bid Tabulation for 30", 27", and 18" Interceptor Lining

Upon evaluation of the Quality Assurance Plans and Price Submittals, SAK Construction, LLC was determined to have the lowest and best bid and the project will be awarded to them.

Contractor		SAK Construction	Insituform Technologies USA	Blue Nile Contractors	Ric-Man Construction
	Quantities				
Mobilization	LS	\$ 9,400.00	\$ 24,000.00	\$ 9,033.00	\$ 74,000.00
Clearing / grubbing, access roads, MH access / reconstruction, restoration [ROW access provided by Belton MO]	LS	\$ 50,000.00	\$ 104,000.00	\$ 25,197.00	\$ 261,200.00
30-inch sanitary sewer rehabilitated by CIPP method (x 15mm)	3429 LF	\$ 316,325.25	\$ 353,187.00	\$ 495,319.05	\$ 480,060.00
27-inch sanitary sewer rehabilitated by CIPP method (x 15mm)	5598 LF	\$ 491,224.50	\$ 498,222.00	\$ 674,559.00	\$ 716,544.00
18-inch sanitary sewer rehabilitated by CIPP method (x 9mm)	2837 LF	\$ 160,999.75	\$ 130,502.00	\$ 164,546.00	\$ 235,471.00
Bypass Pumping	50 Days	\$ 25,000.00	\$ 107,500.00	\$ 47,500.00	\$ 92,500.00
Media of internal inspection pre and post sanitary sewer rehabilitation	LS	\$ 115,000.00	\$ 81,000.00	\$ 14,912.00	\$ 5,000.00
<b>Total</b>	-	<b>\$ 1,167,949.50</b>	<b>\$ 1,298,411.00</b>	<b>\$ 1,431,066.05</b>	<b>\$ 1,864,775.00</b>
Average QAP Score /50		43.4	45.4	30.9	15.8
All Bid Documents Included		X	X	X	X
Attended Pre-Bid Meeting		X	X	X	X



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

**CONSTRUCTION SERVICE AGREEMENT**

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and SAK Construction, LLC, a Limited Liability Company, authorized to conduct business in Missouri and located at D'Fallon, MO ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WHEREAS, CITY requires professional services to provide cured in place pipe (CIPP) lining of the 30, 27 and 18 inch interceptor Wastewater Collection System infrastructure, as further described herein (the "Services");

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

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

**ARTICLE 1 – EFFECTIVE DATE**

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

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

CONTRACTOR shall furnish all labor, materials, equipment, and services necessary to line and rehabilitate the 30", 27", and 18" interceptor sanitary sewer pipe maintained by the Public Works Department – Water Service Division, 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 eighty percent (80%) of the Services described herein, throughout the term of this Agreement. **See attached Exhibit – Scope of Services and Price Proposal.**

**ARTICLE 3 – PERIOD OF SERVICE**

This contract shall be in effect for a one (1) year period from the Effective Date.

The CONTRACTOR is allowed 100 calendar days from the date of the Notice to Proceed to complete all work and reach Final Completion. A 30 day extension from the Final Completion date for restoration work (final grading and seeding) only may be considered.

#### **ARTICLE 4 – COMPENSATION**

It is expressly understood that in no event will compensation be paid to the CONTRACTOR under the terms of this contract for the services set forth in Article 2, and for the reimbursement of the authorized expenses, unless and until costs for a specific task are provided by the CONTRACTOR and approved by the CITY. If additional services are requested by the CITY, the CONTRACTOR will prepare and submit to the CITY an estimate of the total cost associated with such additional services. The CITY will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the CITY to the CONTRACTOR for such approved additional services shall not exceed the approved amount.

Monthly invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed during the preceding month. The CITY PAYMENT TERMS ARE NET THIRTY (30) days from the 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 payment of any invoice. No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

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

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

#### **ARTICLE 5 – BOND**

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



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

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

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

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

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

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

## **ARTICLE 9 – INSURANCE**

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

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

include an "all states" or "other states" endorsement. The liability limits shall be not less than:

Workers' Compensation: Statutory  
Employers' liability: 1,000,000 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.

#### **ARTICLE 10 – EXCESSIVE UNEMPLOYMENT**

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

#### **ARTICLE 11 – EXCUSABLE DELAYS IN PERFORMANCE**

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

#### **ARTICLE 12 – TERMINATION**

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

This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform in accordance with the terms of this Agreement. The non-performing Party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other Party. In the event the non-performing Party fails to cure its failure to perform, the other Party may terminate this Agreement, withhold payment or invoke any other legal or equitable remedy. In the event that funding for the Agreement is discontinued, CITY shall have the right to terminate this Agreement immediately upon written notice to CONTRACTOR, and CONTRACTOR shall have no claim against the CITY, for damages or otherwise, based upon such termination.

### **ARTICLE 13- SEVERABILITY**

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

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

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

### **ARTICLE 15 – ASSIGNMENT**

CONTRACTOR shall not assign any rights or duties under this Agreement without the prior written consent of the CITY, which consent shall be in the sole discretion of the CITY. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. If CONTRACTOR assigns or transfers any part of CONTRACTOR'S obligations under this Agreement without the prior written approval of CITY, such assignment or transfer shall constitute a material breach of this Agreement; provided, however, the Parties acknowledge that CONTRACTOR may subcontract up to twenty percent (20%) of the CONTRACTOR services described herein.

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

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

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

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



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

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

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

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

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

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

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

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

Agreement, the Parties agree that the proper jurisdiction and venue shall be the Circuit Court of Cass County, Missouri.

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

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

CONTRACTOR: Boyd Hirtz, Vice President, 864 Hoff Rd, O'Fallon, MO 63366 bhirtz@sakcon.com

CITY:

Michael Doi, Director of Public Works, 506 Main Street, Belton, MO 64012 or mdoi@belton.org

**AND**

Alexa Barton, City Manager, 506 Main Street, Belton, MO 64012 or abarton@belton.org

**AND**

Megan McGuire, City Attorney, 506 Main Street, Belton, MO 64012 or mmcguire@belton.org

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

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

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

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

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

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

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

#### **ARTICLE 25 – WAIVER**

Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of CITY, and forbearance

or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

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

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

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

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

CONTRACTOR shall comply with all requirements of RSMo § 292.675 and any Department of Labor and Industrial Relations rules or regulations promulgated thereunder, including but not limited to, CONTRACTOR shall require all on-site employees to complete a 10 hour Occupational Safety and Health Administration (OSHA) construction safety program for all on-site employees of CONTRACTOR and its sub-contractors which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program, or such employees must hold documentation of prior completion of the program. All on-site employees are required to complete the program within 60 days of beginning work on the PROJECT. CONTRACTOR shall forfeit as a penalty to CITY two thousand five hundred dollars plus one hundred dollars for each employee employed by the CONTRACTOR or sub-contractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until 20 days after employees are required to complete the construction safety program. CITY shall withhold and retain all sums and amounts due and owing as a result of any violation of this provision when making payments to the CONTRACTOR.

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

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

#### **ARTICLE 29 – PRICING**

**See attached Exhibit A – Scope of Services and Price Proposal for pricing information.**

### **ARTICLE 30 – ENVIRONMENTAL NOTICE**

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

### **ARTICLE 31 – PARTS PROTECTIVE COATING**

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

### **ARTICLE 32 – PREVAILING WAGES**

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

### **ARTICLE 33 – WARRANTY**

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



### **ARTICLE 34 – TRANSPORTATION**

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

### **ARTICLE 35 – WORK TIME**

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

Work shall be performed between the hours of 7am to 4pm Monday through Friday excluding holidays.

### **ARTICLE 36 – CONTRACT DOCUMENTS**

The Contract Documents, including any Addenda issued or Task Agreements entered into after execution of the agreement, comprise the entire Agreement between City and Contractor concerning the Work, consist of the following.

00120	Bidder's Affidavit
00130	Invitation to Bid
00140	Instructions to Bidders
00150	Quality Assurance Plan Specification
00160	Quantities for 2017 Interceptor Lining
00170	Map of Sanitary Sewer to be Lined
00410	Bid Form and Unit Rate Prices
00430	Bid Bond
00500	Construction Service Agreement
00610	Performance and Maintenance Bond
00615	Payment Bond
00620	Certificate of Insurance
00625	Affidavit of Enrollment in Federal Work Authorization Program and E-Verify MOU
00630	Certificate of Owner's Attorney
00700	General Contract Conditions
00830	Missouri Prevailing Wage Info and Forms
00840	Annual Wage Order No. 24
00850	Missouri Revised Statutes and Code of State Regulations
00900	Missouri Project Exemption Certificate
00910	Request for Information
00920	Change Order

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

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 28 day of February, 2018.

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

**BELTON, MISSOURI**

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

**CONTRACTOR**

Address and facsimile number of  
Contractor: SAK Construction, LLC  
864 Hoff Rd.  
D'Fallon, MO 63366

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

Printed Name: Jeff Davis

Title: Mayor

By: 

Printed Name: Boyd Hirtz

Title: Vice President

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

Printed Name: Patti Ledford

Title: City Clerk  
(Affix City Seal)

Attested By: 

Printed Name: Steve Stulce

Title: Asst. Secretary  
(Affix Corporate Seal, if applicable)

Approved as to form:

\_\_\_\_\_  
Megan McGuire, City Attorney, City of Belton, Missouri (date)



BOND NO. 106868967

## PERFORMANCE AND MAINTENANCE BOND

Contract Number: 18-002/660-0000-495-7300

Project Title: 30", 27", and 18" Interceptor Lining

KNOW ALL MEN BY THESE PRESENTS: That SAK Construction, LLC, as PRINCIPAL (CONTRACTOR), and Travelers Casualty and Surety Company of America (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Belton, Missouri, a Charter City in the State of Missouri, (OWNER), as obligee, in the penal sum One Million One Hundred Sixty Seven Thousand Nine Hundred Forty Nine \* (\$ 1,167,949.50) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

\*and 50/100 Dollars

WHEREAS,

CONTRACTOR has entered into a contract with OWNER for 30", 27", and 18" Interceptor Lining, which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract including all duly authorized changes thereto, and including any maintenance requirements contained therein, according to all terms thereof, including those under which CONTRACTOR agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the Contract and, further, shall defend, indemnify, and hold harmless OWNER from all damages, loss and expense occasioned by any failure whatsoever of said CONTRACTOR and SURETY to fully comply with and carry out each and every requirement of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

*The bond must be obtained from companies holding certificates of authority as acceptable sureties (31 CFR Part 223)*

*IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 580 as amended) and be authorized to transact business in Missouri.*

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the 28 day of February, 2018.

**CONTRACTOR**

Name, address and facsimile number of Contractor

SAK Construction, LLC

864 Hoff Road

O'Fallon, MO 63366

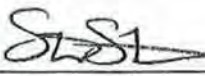
636-385-1130

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

By: 

Printed Name: Boyd Hirtz

Title: Vice President

Attested By: 

Printed Name: Steve Stulce

Title: Assistant Secretary

(Attach corporate seal if applicable)

**SURETY**

Name, address and facsimile number of Surety:

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

860-277-3931

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

By: 

Printed Name: Donna Robson

Title: Attorney-in-Fact

Attested By: 

Printed Name: Amanda L. Williams

Title: Witness

(Attach seal and Power of Attorney)





## PAYMENT BOND

Contract Number: 18-002/660-0000-495-7300

Project Title: 30", 27", and 18" Interceptor Lining

KNOW ALL MEN BY THESE PRESENTS: That SAK Construction, LLC, as PRINCIPAL (CONTRACTOR), and Travelers Casualty and Surety Company of America, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Belton, Missouri, a Charter City in the State of Missouri, (OWNER), as obligee, in the penal sum of One Million One Hundred Sixty Seven Thousand Nine Hundred Forty Nine \* (\$ 1,167,949.50) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

\* and 50/100 Dollars

WHEREAS,

CONTRACTOR has entered into a contract with OWNER for 30", 27" and 18" Interceptor Lining, which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if in connection with the Contract, including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers or for equipment employed on the job, and other claimants, for all labor performed in such work whether done for CONTRACTOR, a subcontractor, SURETY, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Missouri, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone service, grain, hay, feed, coal, coke, groceries and foodstuffs, either consumed, rented, used or reasonably required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against CONTRACTOR, against SURETY or its completion contractor, through a subcontractor or otherwise, and, further, if CONTRACTOR shall defend, indemnify and hold harmless OWNER from all such claims, demands or suits by any such person or entity, then this obligation shall be void; otherwise, it shall remain in full force and effect.

*The bond must be obtained from companies holding certificates of authority as acceptable sureties (31 CFR Part 223)*

*IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 580 as amended) and be authorized to transact business in Missouri.*

Any conditions legally required to be included in a Payment Bond on this Contract, including but not limited to those set out in §107.170 RSMo. are included herein by reference.

SURETY agrees that, in the event that CONTRACTOR fails to make payment of the obligations covered by this Bond, it will do so and, further, that within forty-five (45) days of receiving, at the address given below, a claim hereunder stating the amount claimed and the basis for the claim in reasonable detail, it (a) will send an answer to the claimant, with a copy to OWNER stating the amounts that are undisputed and the basis for challenging any amounts that are disputed, and (b) will pay any amounts that are undisputed. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

While this Bond is in force, it may be sued on at the instance of any party to whom any such payment is due, in the name of OWNER to the use for such party. OWNER shall not be liable for the payment of any costs or expenses of any such suit.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Cass County, Missouri, or in the United States District Court for the Western District of Missouri.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the 28 day of February, 2018.

**CONTRACTOR**

Name, address and facsimile number of Contractor

SAK Construction, LLC

864 Hoff Road

O'Fallon, MO 63366

636-385-1130

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

By: 

Printed Name: Boyd Hirtz

Title: Vice President

Attested By: 

Printed Name: Steve Stulce

Title: Assistant Secretary

(Attach corporate seal if applicable)

**SURETY**

Name, address and facsimile number of Surety:

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183  
860-277-3931

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

By: *Donna Robson*  
Printed Name: Donna Robson  
Title: Attorney-in-Fact

Attested By: *Amanda L. Williams*  
Printed Name: Amanda L. Williams  
Title: Witness

(Attach seal and Power of Attorney)

ACKNOWLEDGEMENT FOR CONTRACTOR

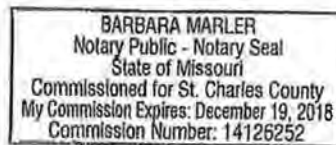
ACKNOWLEDGEMENT FOR CONTRACTOR, IF LIMITED LIABILITY COMPANY

STATE OF Missouri }

COUNTY OF St. Charles }

ON THE 28 DAY OF February, 2018, BEFORE ME  
PERSONALLY APPEARED Boyd Hirtz TO ME KNOWN AND  
KNOWN TO ME TO BE THE Vice President OF SAK Construction, LLC,  
A LIMITED LIABILITY COMPANY, DESCRIBED IN AND WHO EXECUTED THE  
FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE  
EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT  
HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED OF SAID LIMITED  
LIABILITY COMPANY.

Barbara Marler  
Notary Public





State of Missouri  
County of St. Louis

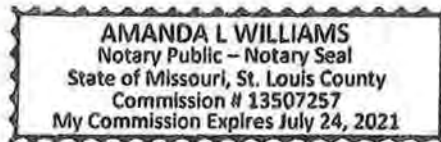
On 2/28/18 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Donna Robson known to me to be Attorney-in-Fact of

### TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Amanda L. Williams  
Amanda L. Williams, Notary Public



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



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Donna Robson**, of Chesterfield, Missouri, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 28 day of February, 2018



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2016

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 23,923,843	UNEARNED PREMIUMS	\$ 879,381,216
BONDS	3,472,087,233	LOSSES	750,091,002
STOCKS	321,318,705	LOSS ADJUSTMENT EXPENSES	224,272,289
INVESTMENT INCOME DUE AND ACCRUED	42,069,894	COMMISSIONS	39,760,777
OTHER INVESTED ASSETS	3,108,073	TAXES, LICENSES AND FEES	13,875,052
PREMIUM BALANCES	217,181,397	OTHER EXPENSES	42,557,948
NET DEFERRED TAX ASSET	89,571,988	CURRENT FEDERAL AND FOREIGN INCOME TAXES	11,351,548
REINSURANCE RECOVERABLE	23,137,819	REMITTANCES AND ITEMS NOT ALLOCATED	9,443,140
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	6,917,816	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	73,697,600
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	9,661,930	RETROACTIVE REINSURANCE RESERVE ASSUMED	977,978
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	693,147	POLICYHOLDER DIVIDENDS	9,082,002
OTHER ASSETS	6,109,678	PROVISION FOR REINSURANCE	3,555,000
		ADVANCE PREMIUM	1,786,267
		PAYABLE FOR SECURITIES	3,948,166
		PAYABLE FOR SECURITIES LENDING	6,917,816
		CEDED REINSURANCE NET PREMIUMS PAYABLE	26,818,735
		REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	686,744
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,349,281
		TOTAL LIABILITIES	\$ 2,107,592,219
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,847,905,524
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,088,189,284
TOTAL ASSETS	\$ 4,195,761,603	TOTAL LIABILITIES & SURPLUS	\$ 4,195,751,503

STATE OF CONNECTICUT        )  
 COUNTY OF HARTFORD        )SS.  
 CITY OF HARTFORD         )

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2016.

*Michael J. Doody*  
 SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 17TH DAY OF MARCH, 2017

*Susan M. Weissleder*  
 NOTARY PUBLIC

SUSAN M. WEISSELER  
 Notary Public  
 My Commission Expires November 30, 2017







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2018

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

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

<b>PRODUCER</b> J.W. Terrill, a Marsh & McLennan Agency LLC co 825 Maryville Centre Drive Suite 200 Chesterfield MO 63017	<b>CONTACT NAME:</b> Diane Stiehl, CISR
	<b>PHONE (A/C, No, Ext):</b> (314) 594-2719
	<b>FAX (A/C, No):</b> (888) 307-1561
	<b>E-MAIL ADDRESS:</b> dstiehl@jwterrrill.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Amerisure Mutual Insurance Company
	<b>INSURER B:</b> Continental Casualty Company
	<b>INSURER C:</b> Starr Indemnity & Liability Company
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**INSURED**  
 SAK Construction, LLC  
 884 Huff Rd.  
 O'Fallon, MO 63366

**COVERAGES**

CERTIFICATE NUMBER: 740888631

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		CPP20635770802	8/2/2017	8/2/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA20635760802	8/2/2017	8/2/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		100023843	8/2/2017	8/2/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC20635780902	8/2/2017	8/2/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater		C5088483224	8/2/2017	8/2/2018	\$5,000 Deductible 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 City of Belton, Contractor, Design Professional, Consultants and the respective officers, directors, partners, employees, agents and other consultants and subcontractors of each are included as Additional Insured(s) for General Liability, Automobile Liability and Excess Liability with respect to work performed by the Named Insured, if required by written contract.  
 General Liability, Automobile Liability and Excess Liability coverages are considered primary and non-contributory, if required by written contract.  
 A waiver of subrogation is granted for General Liability, Automobile Liability, Worker's Compensation and Excess Liability coverages in favor of the additional insureds, where permitted by law and if required by written contract.  
 A 60 day notice of cancellation will be given to the named Certificate Holder, for reasons other than non-payment of premium or Insured's request. This 60 day notice of cancellation applies to General Liability, Automobile Liability and Worker's Compensation.  
 See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

City of Belton  
 Public Works Department  
 506 Main Street  
 Belton MO 64012

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY J.W. Terrill, a Marsh & McLennan Agency LLC co		NAMED INSURED SAK Construction, LLC 864 Hoff Rd. O'Fallon, MO 63366	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25    FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

A 30 day notice of cancellation will be given to the named Certificate Holder, for reasons other than non-payment of premium or Insured's request. This 30 day notice of cancellation applies to Excess Liability.  
 A severability of interests/cross liability clause is included in the General Liability coverage, if required by written contract.  
 The insurance provided to the Additional Insured(s) does not apply to bodily injury, property damage, personal injury or advertising injury arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/27/2018

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

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

<b>PRODUCER</b> J.W. Terrill, a Marsh & McLennan Agency LLC co 825 Maryville Centre Drive Suite 200 Chesterfield MO 63017	<b>CONTACT NAME:</b> Diane Stiehl, CISR <b>PHONE (A/C, No, Ext):</b> (314) 594-2719 <b>E-MAIL ADDRESS:</b> dstiehl@jwterrrill.com	<b>FAX (A/C, No):</b> (888) 307-1551	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> SAK Construction, LLC 864 Hoff Rd. O'Fallon, MO 63366	<b>INSURER A:</b> Ironshore Specialty Insurance Company		25445
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

### COVERAGES

CERTIFICATE NUMBER: 534315863

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability		002464202	8/2/2017	8/2/2018	Each Condition \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

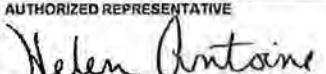
Self Insured Retention - \$50,000  
Pollution Liability coverage is on an Occurrence basis.

City of Belton, Contractor, Design Professional, Consultants and the respective officers, directors, partners, employees, agents and other consultants and subcontractors of each are included as Additional Insured(s) for Pollution Liability with respect to work performed by the Named Insured, if required by written contract.

Pollution Liability coverage is considered primary and non-contributory, if required by written contract.  
A waiver of subrogation is granted for Pollution Liability coverage in favor of the additional insureds, where permitted by law and if required by written contract.

### CERTIFICATE HOLDER

### CANCELLATION

City of Belton Public Works Department 506 Main Street Belton MO 64012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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LMAJOR

# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
02/27/2018

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

AGENCY J.W. Terrill, a Marsh & McLennan Agency LLC company 825 Maryville Centre Drive Suite 200 Chesterfield, MO 63017	PHONE (A/C, No, Ext): (314) 594-2700	COMPANY Continental Casualty Company
FAX (A/C, No): (888) 307-1561	E-MAIL ADDRESS:	
CODE: 0XXX002901	SUB CODE:	
AGENCY CUSTOMER ID #: SAKCONS-01		
INSURED SAK Construction, LLC 864 Hoff Rd O'Fallon, MO 63366	LOAN NUMBER	POLICY NUMBER C5086483224
	EFFECTIVE DATE 08/02/2017	EXPIRATION DATE 08/02/2018
	CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

## PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

## COVERAGE INFORMATION

PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
Installation Floater Coverage:					
Limit at any one location Limit				\$7,500,000	5,000
Limit at temporary location Limit				\$500,000	5,000
Transit Limit				\$500,000	5,000
Special Cause of Loss Form including Earthquake and Flood					
Valuation: Actual Cash Value					

## REMARKS (Including Special Conditions)

Special Conditions:  
 Flood Sublimits/Deductible:  
 Flood Deductible: \$50,000  
 High Hazard Flood Zones Wholly or Partially in FEMA 100 Year Flood Plain-  
 \$250,000 Occurrence/Annual Aggregate Limit of Liability  
 Low/Moderate Hazard Flood Zones Outside of FEMA 100 Year Flood Plain-  
 \$6,000,000 Occurrence/Annual Aggregate Limit of Liability

SEE ATTACHED ACORD 101

## CANCELLATION

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

## ADDITIONAL INTEREST

NAME AND ADDRESS	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
City of Belton Public Works Department 505 Main Street Belton, MO 64012	AUTHORIZED REPRESENTATIVE <i>Nelen Antoine</i>		



AGENCY CUSTOMER ID: SAKCONS-01

LMAJOR

LOC #: \_\_\_\_\_

### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY J.W. Terrill, a Marsh & McLennan Agency LLC company		NAMED INSURED SAK Construction, LLC 864 Hoff Rd O'Fallon, MO 63366	
POLICY NUMBER C5086483224		EFFECTIVE DATE: 08/02/2017	
CARRIER Continental Casualty Company	NAIC CODE 20443		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 27 FORM TITLE: EVIDENCE OF PROPERTY INSURANCE

**Special Conditions:**

**Earthquake Sublimits/Deductible:**

CA, HI, AK, Puerto Rico-

\$1,000,000 Occurrence/\$1,000,000 Aggregate

5% of Values with a minimum Deductible of \$100,000

Critical New Madrid and Critical Pacific Northwest-

\$2,500,000 Occurrence/\$2,500,000 Aggregate

2% of Values with a minimum Deductible of \$50,000

Low Hazard Areas-

\$6,000,000 Occurrence/\$6,000,000 Aggregate

2% of Values with a minimum Deductible of \$50,000

**Blanket Additional Insured:**

All Owners, Architects, Engineers, Surveyors, Contractors, Subcontractors, and Sub-Subcontractors





# AFFIDAVIT OF ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM

Contract Number: 18-002/660-0000-495-7300

Project Title: 30", 27", and 18" Interceptor Lining

Comes now Boyd Hirtz (Name) as Vice President (Position Held) first being duly sworn, on my oath, affirm SAK Construction, LLC (Company Name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to 30", 27", and 18" Interceptor Lining (Project Name) for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that SAK Construction, LLC (Company Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to 30", 27", and 18" Interceptor Lining (Project Name) 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).***

*[Handwritten Signature]*  
Signature (Person with Authority)

Boyd Hirtz  
Printed Name

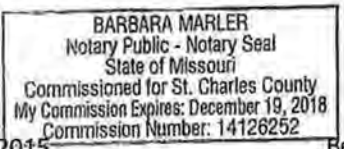
Vice President  
Title (Person with Authority)

2/28/18  
Date

Subscribed and sworn to me before this 28 of February, 2018, I am commissioned, and affix my official seal, as a notary public within the County of St. Charles, State of Missouri, and my commission expires on December 19, 2018.

*Barbara Marler*  
Signature of Notary

2/28/18  
Date



## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **SAK Construction LLC** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 199387

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative



Company ID Number: 199387

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
  - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
  - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
  - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.



Company ID Number: 199387

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.



### ARTICLE III

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

##### **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible



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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

## ARTICLE IV

### **SERVICE PROVISIONS**

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

## ARTICLE V

### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.





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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

**Employer SAK Construction LLC**

**Angela Hirtz**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

03/19/2009

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

03/19/2009

Date





Company ID Number: 199387

**Information Required for the E-Verify Program**

**Information relating to your Company:**

Company Name: SAK Construction LLC

Company Facility Address: 103 N Cool Springs Rd.

O'Fallon, MO 63366

Company Alternate  
Address:

County or Parish: SAINT CHARLES

Employer Identification  
Number: 204193988

North American Industry  
Classification Systems  
Code: 237

Parent Company: \_\_\_\_\_

Number of Employees: 20 to 99

Number of Sites Verified  
for: 2

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

- ARIZONA 1 site(s)
- MISSOURI 1 site(s)



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**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name:	Angela Hirtz	Fax Number:	(636) 410 - 7711
Telephone Number:	(636) 379 - 2350 ext. 20		
E-mail Address:	ahirtz@sakconst.com		

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>SAK Construction, LLC</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>P</b> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>864 Hoff Road</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>O'Fallon, MO 63366</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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2	0	-	4	1	9	3	9	8	8				

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶ *Bart Marler*

Date ▶ *2/28/18*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**CITY OF BELTON**  
520 Main Street  
Belton, MO 64012  
(816) 331-4331  
Fax (816) 331-6973

**INVITATION TO BID NO: 18-002/660-0000-495-7300  
30", 27", AND 18" INTERCEPTOR LINING  
FEBRUARY 8, 2018**

Bidders on Bid No: 18-002/660-0000-495-7300 are hereby notified that the following addenda are made to the Project Contract Documents. Bids to be submitted on February 21, 2018 shall conform to these addenda and receipt of this Addendum shall be through Drexel Technologies and acknowledged by attaching the addenda to the Bid package. This addendum adds, changes, or clarifies the following:

1. Construction Service Agreement Article 3 – Period of Service  
Remove: The CONTRACTOR is allowed 100 calendar days from the date of the Notice to Proceed to complete all work and reach Final Completion.  
  
Add: The CONTRACTOR is allowed **200** calendar days from the date of the Notice to Proceed to complete all work and reach Final Completion.
2. Question as to whether liner thicknesses specified are nominal, post cure, or if bidders can design and determine the thickness using ASTM 1216 and submit design with the stamp of a Professional Engineer.  
The liner thicknesses are to be 15mm nominal for the 27" and 30" portions of the interceptor and 9mm nominal for the 18" portion of the interceptor.
3. Clarification for bypass pumping. If bypass pumping occurs outside of the work hours specified in the contract, bidder will have constant surveillance to ensure no sanitary sewer overflows occur.
4. As requested by bidders, sign-in sheet from Pre-Bid meeting is attached.
5. As requested by bidders, flow data from 2017 is attached.



# 30", 27", and 18" Interceptor Lining

## Sign-in Sheet

Wednesday, February 7, 2018 10AM

Name	Address	Phone Number	E-mail
RIC-MAN CONSTRUCTION BRUCE ROEMMICH	FL 3100 SW 15 <sup>th</sup> ST DEERFIELD BEACH FLORIDA 33442	(954) 406-1221	jdalexandro@ric-man.com
Institutorm Technologies Brian McCrary	1114 NE 83 <sup>rd</sup> ST. KCMO 64118	816-206- 7703	<del>brian@institutorm.com</del> bmcrary
Dan Jordan	601 SPRATLEY Birmingham MO 64161	816 379-9962	dun@bluenilecontractors.com
Howard Hawkins	Be Han, Mo.	913-449-8990	hhawkins@regim.com
EDWARD E. BURFORD	620 So. 38 <sup>th</sup> ST. KANSAS CITY, KS 66106	(913) 321-5000 (913) 251-1014 Cell	ED.BURFORD@LAYNE.COM
Sunbelt Rentals P.P. GREG BROWN	9101 Roschill Rd. Lenexa, KS 66215	913-634-0954	greg.brown@Sunbelt rentals.com
CARY SHAW	864 HOFF ROAD S'FALLON, MO 63366	636-233-9621	CASHAW@SAKCON.COM

There have been peak storm flow rates in excess of 7.0 MG with the highest being 11.74.

January			February			March		
Date	Flow, MGD	Rain	Date	Flow, MGD	Rain	Date	Flow, MGD	Rain
1	0.770	0.0	1	0.899	0.0	1	0.749	0.0
2	0.850	0.0	2	0.942	0.0	2	0.734	0.0
3	0.802	0.0	3	0.744	0.0	3	0.721	0.0
4	0.781	0.0	4	0.510	0.0	4	0.714	0.0
5	0.727	0.1	5	0.916	0.0	5	0.725	0.0
6	0.752	0.0	6	0.867	0.0	6	0.699	0.3
7	0.727	0.0	7	0.854	0.0	7	0.699	0.0
8	0.839	0.0	8	1.059	0.0	8	0.701	0.0
9	0.799	0.0	9	0.850	0.0	9	0.703	0.0
10	0.799	0.0	10	0.839	0.0	10	0.705	0.0
11	0.757	0.0	11	0.871	0.0	11	0.708	0.0
12	0.765	0.0	12	0.873	0.0	12	0.714	0.0
13	0.776	0.1	13	0.847	0.0	13	0.549	0.0
14	0.809	0.1	14	0.839	0.0	14	0.554	0.1
15	0.953	0.1	15	0.800	0.0	15	0.472	0.0
16	1.286	0.6	16	0.790	0.0	16	0.560	0.0
17	0.999	0.0	17	0.800	0.0	17	0.684	0.0
18	0.942	0.0	18	0.870	0.0	18	0.589	0.0
19	0.904	0.0	19	0.870	0.0	19	0.599	0.0
20	0.872	0.0	20	0.850	0.0	20	0.646	0.0
21	0.904	0.1	21	0.770	0.0	21	0.774	0.0
22	1.022	0.0	22	0.779	0.0	22	1.396	0.0
23	0.925	0.0	23	0.769	0.0	23	0.787	0.0
24	0.910	0.0	24	0.755	0.1	24	0.691	0.1
25	0.908	0.0	25	0.750	0.0	25	0.700	0.1
26	0.921	0.0	26	0.770	0.0	26	0.770	0.2
27	0.875	0.0	27	0.742	0.0	27	1.000	0.0
28	0.930	0.0	28	0.741	0.5	28	0.977	0.6
29	0.959	0.0				29	1.872	0.2
30	0.913	0.0				30	1.278	0.1
31	0.910	0.0				31	1.105	0.0

April			May			June		
Date	Flow, MGD	Rain	Date	Flow, MGD	Rain	Date	Flow, MGD	Rain
1	0.991	0.1	1	3.942	0.0	1	1.743	0.0
2	0.992	0.3	2	2.639	0.2	2	1.580	0.0
3	1.578	0.3	3	3.277	0.6	3	1.529	0.1
4	1.446	1.2	4	3.279	0.0	4	1.553	0.0
5	3.700	0.1	5	2.537	0.0	5	1.463	0.0
6	2.075	0.0	6	1.870	0.0	6	1.351	0.0
7	1.563	0.0	7	1.514	0.0	7	1.286	0.0
8	1.231	0.0	8	1.439	0.0	8	1.232	0.0
9	1.168	0.0	9	1.334	0.0	9	1.230	0.0
10	1.352	0.0	10	1.406	0.3	10	1.271	0.0
11	1.095	0.0	11	1.613	0.0	11	1.277	0.0
12	1.053	0.0	12	1.388	0.0	12	1.196	0.0
13	0.979	0.0	13	1.395	0.0	13	1.167	0.0
14	0.906	0.1	14	1.414	0.0	14	1.156	0.3
15	0.914	0.2	15	1.450	0.0	15	1.173	0.0
16	1.669	0.9	16	1.395	0.1	16	1.088	1.2
17	1.277	0.0	17	1.367	0.0	17	1.821	0.6
18	1.098	0.0	18	1.372	1.6	18	1.409	0.0
19	1.027	0.1	19	2.965	1.3	19	1.187	0.0
20	1.027	0.0	20	3.006	0.0	20	1.154	0.0
21	1.003	0.0	21	2.002	0.0	21	1.166	0.0
22	0.932	0.1	22	1.747	0.1	22	1.149	0.0
23	0.997	0.0	23	1.647	0.1	23	1.505	0.1
24	0.928	0.0	24	1.735	0.0	24	1.024	0.0
25	0.981	0.5	25	1.682	0.1	25	1.058	0.0
26	1.279	0.1	26	1.659	0.0	26	1.032	0.0
27	0.985	0.2	27	2.197	1.1	27	1.052	0.0
28	1.248	0.4	28	2.046	0.0	28	1.073	0.0
29	4.327	3.4	29	1.815	0.0	29	1.334	3.2
30	7.626	0.4	30	1.612	0.3	30	3.680	0.0
			31	1.689	0.2			



July			August			September		
Date	Flow, MGD	Rain	Date	Flow, MGD	Rain	Date	Flow, MGD	Rain
1	1.744	0.0	1	1.454	0.0	1	1.422	0.0
2	1.428	0.0	2	1.457	0.0	2	1.421	0.0
3	1.323	0.0	3	1.416	0.0	3	1.412	0.0
4	1.746	0.5	4	1.269	0.0	4	1.463	0.0
5	1.640	0.1	5	1.623	3.1	5	1.303	0.0
6	1.657	0.0	6	5.761	0.9	6	1.259	0.0
7	1.560	0.0	7	2.530	0.0	7	1.250	0.0
8	1.319	0.0	8	1.903	0.0	8	1.627	
9	1.371	0.0	9	1.749	0.2	9	1.256	0.0
10	1.335	0.0	10	1.659	0.0	10	1.298	0.0
11	1.321	0.0	11	1.562	0.0	11	1.237	0.0
12	1.300	0.1	12	1.500	0.0	12	1.148	0.0
13	1.245	0.7	13	1.520	0.0	13	1.163	0.0
14	1.370	0.0	14	1.471	0.0	14	1.150	0.0
15	1.221	0.0	15	1.047	0.8	15	1.138	0.0
16	1.183	0.0	16	1.796	0.3	16	1.153	2.1
17	1.144	0.0	17	1.723	0.0	17	2.376	0.2
18	1.105	0.0	18	1.492	0.0	18	1.664	0.3
19	1.112	0.0	19	1.478	0.0	19	1.487	0.0
20	1.133	0.0	20	1.495	0.0	20	1.466	0.0
21	1.113	0.0	21	1.640	6.1	21	1.414	0.0
22	1.146	1.6	22	7.890	0.0	22	1.254	0.0
23	2.078	0.0	23	3.833	0.0	23	1.244	0.0
24	1.105	0.0	24	3.890	0.0	24	1.264	0.0
25	1.057	0.0	25	1.994	0.0	25	1.198	0.2
26	1.105	0.3	26	1.708	0.0	26	1.301	0.1
27	6.325	7.0	27	1.800	0.4	27	1.185	0.0
28	3.263	0.0	28	1.678	0.0	28	1.123	0.0
29	1.896	0.0	29	1.544	0.0	29	1.092	0.0
30	1.673	0.0	30	1.427	0.0	30	1.099	0.0
31	1.536	0.0	31	1.762	0.0			

### October

Date	Flow, MGD	Rain
1	1.122	0.0
2	1.138	0.0
3	1.129	0.0
4	2.149	1.8
5	2.767	0.1
6	1.865	0.7
7	2.574	0.0
8	1.876	0.0
9	1.586	0.3
10	1.656	0.1
11	1.460	0.0
12	1.409	0.0
13	1.391	0.0
14	1.502	0.7
15	1.775	0.0
16	1.812	0.0
17	1.327	0.0
18	1.322	0.0
19	1.296	0.0
20	0.776	0.0
21	1.138	1.5
22	4.787	0.0
23	2.497	0.0
24	1.889	0.0
25	2.057	0.0
26	1.562	0.0
27	1.448	0.0
28	1.436	0.0
29	1.463	0.0
30	1.417	0.0
31	1.334	0.0

### November

Date	Flow, MGD	Rain
1	1.386	0.0
2	1.360	0.0
3	1.315	0.0
4	1.328	0.0
5	1.376	0.0
6	1.318	0.0
7	1.280	0.0
8	1.277	0.0
9	1.277	0.0
10	1.253	0.0
11	1.311	0.2
12	1.394	0.0
13	1.281	0.0
14	1.285	0.2
15	1.234	0.0
16	1.123	0.0
17	1.254	0.0
18	1.290	0.0
19	1.352	0.0
20	1.256	0.0
21	1.177	0.0
22	1.148	0.0
23	1.232	0.0
24	1.178	0.0
25	1.146	0.0
26	1.183	0.0
27	1.153	0.0
28	1.160	0.0
29	1.106	0.0
30	1.105	0.0

### December

Date	Flow, MGD	Rain
1	1.097	0.0
2	1.098	0.0
3	1.175	0.0
4	1.129	0.0
5	1.051	0.0
6	1.043	0.0
7	1.037	0.0
8	1.043	0.0
9	1.058	0.0
10	1.074	0.0
11	1.073	0.0
12	1.003	0.0
13	1.054	0.0
14	1.016	0.0
15	1.020	0.0
16	1.053	0.3
17	1.228	0.0
18	1.104	0.0
19	1.063	0.0
20	1.036	0.0
21	1.061	0.0
22	1.027	0.0
23	1.053	0.1
24	1.070	0.0
25	1.060	0.0
26	1.044	0.0
27	0.995	0.0
28	1.028	0.0
29	1.022	0.0
30	1.029	0.0
31	1.054	0.0

# **SECTION VI**

## **E**



**AN ORDINANCE AUTHORIZING AND APPROVING THE CITY OF BELTON, MISSOURI THROUGH ITS FIRE DEPARTMENT TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL DIRECTOR SERVICES WITH DR. ERIK J. STAMPER, D.O.**

**WHEREAS**, state regulations require the services of a qualified Medical Director to participate in protocol reviews, training and equipment utilization for the ambulance services that provide basic and advanced life support services; and

**WHEREAS**, the Agreement, attached hereto and incorporated in this Ordinance as Exhibit "A" has been negotiated with a new Medical Director to comply with state standards and to include an annual reimbursement for those professional services; and

**WHEREAS**, Dr. Erik J. Stamper, D. O. has been performing these services for the Fire Department and has been doing an excellent job as the Medical Director to support the advanced life support ambulance services of the Belton Fire Department; and

**WHEREAS**, the funding source for this agreement is the Belton Fire Department operating budget for contract services in the amount of \$10,000.00. The funding is included in the current FY-19 year's budget.

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

**Section 1.** That the City Council hereby authorizes and approves the Professional Services Agreement for Medical Director, herein attached and incorporated as Exhibit A to this ordinance.

**Section 2.** That the Mayor is authorized to sign the agreement on behalf of the City of Belton.

**Section 3.** That this ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME: March 13, 2018

READ FOR THE SECOND TIME AND PASSED:

---

Mayor Jeff Davis

Approved this \_\_\_\_ day of \_\_\_\_\_, 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 ordinance was regularly introduced for first reading at a meeting of the City Council held on the 13<sup>th</sup> day of March, 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

## EXHIBIT A

### PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL DIRECTOR

This is an Agreement by and between the City of Belton, a municipal corporation and charter city, and Dr. Erik J. Stamper D. O. to serve as the Medical Director for the Advanced Life Support Ambulance Service of the Belton Fire Department.

WHEREAS, pursuant to 19 Missouri Code of State Regulations 30-40.303 all ambulance services in the State of Missouri shall have a Medical Director. Medical Directors are required to be board certified in emergency medicine, family practice, internal medicine or surgery.

WHEREAS, the Medical Director shall have current certification in Advance Cardiac Life Support and Pediatric Advance Life Support.

WHEREAS, Dr. Erik J. Stamper, D. O. is willing to perform the Medical Director services and is board certified in Emergency Medicine and registered as a Physician and Surgeon in the State of Missouri. (See Attachments 1 and 2 – certificate and registration.)

WHEREAS, ambulance services that provide advanced life support (hereinafter ALS) services, basic life support services utilizing medications (medications include, but are not limited to, activated charcoal, oral glucose and/or oxygen) or providing assistance with patients' medications (patient medications include, but are not limited, to a prescribed inhaler, nitroglycerin and/or epinephrine), or basic life support services performing invasive procedures including invasive airway procedures (invasive airway procedures include, but are not limited to, esophageal or endotracheal intubation) shall comply with state regulations as follows:

- (A) Each licensed ambulance service which provides ALS care shall have a medical director who is licensed as a doctor of medicine or a doctor of osteopathy by the Missouri State Board of Registration for the Healing Arts and who has:
1. Board certification in emergency medicine; or
  2. Board certification or board eligibility in a primary care specialty or surgery and has actively practiced emergency medicine during the past year and can demonstrate current course completion or certification in ACLS, ATLS and PALS (certification in ACLS, ATLS and PALS must be obtained no later than one (1) year after initial ambulance service licensure), or documentation of equivalent education in cardiac care, trauma care and pediatric care within the past five (5) years; or
  3. An active practice in the community, with current course completion or certification in ACLS and PALS (certifications shall be obtained no later than one (1) year after initial ambulance service licensure), or documented equivalent education in cardiac care and pediatric care within the past five (5) years who develops a written agreement with a physician who meets the requirements stated in (A) 1. Or (A) 2. To review and approve the processes required in (C), (D), and (E) in order to facilitate the medical direction of the ambulance service.



- (B) Each licensed ambulance service which provides only BLS care shall have a medical director who is licensed as a doctor of medicine or a doctor of osteopathy by the Missouri State Board of Registration for the Healing Arts and can demonstrate current course completion or certification in ACLS and PALS (certifications must be obtained no later than one (1) year after initial ambulance service licensure), or can document equivalent education in cardiac care and pediatric care within the past five (5) years.

It is hereby mutually agreed by the parties as follows:

1. Dr. Erik Stamper agrees to serve as Medical Director for the Advanced Life Support Ambulance Service of the Belton Fire Department and the City of Belton.
2. Dr. Erik Stamper as Medical Director, in cooperation with the Belton EMS Coordinator, shall develop, implement and annually review the following:
  - a. Medical and treatment protocols for medical, trauma and pediatric patients;
  - b. Triage and transport protocols;
  - c. Protocols for do-not-resuscitate requests;
  - d. Air ambulance utilization; and
  - e. Medications and medical equipment to be utilized.
3. Dr. Erik Stamper as Medical Director, in cooperation with the Belton EMS Coordinator, shall ensure that all licensed service personnel meet the education and skill competencies required for their level of license and patient care environment. The Medical Director shall have the authority to require additional education and training for any licensed service personnel who fail to meet this requirement and limit the patient care activities of personnel who deviate from established standards.
4. Dr. Erik Stamper as Medical Director, in cooperation with the Belton EMS Coordinator, shall develop, implement and annually review the following:
  - a. Prolonged ambulance scene, response or transport times;
  - b. Incomplete run documentation;
  - c. Ambulances that are diverted from their original destinations;
  - d. Compliance with adult and pediatric triage, treatment and transport protocols (or sample thereof);
  - e. Skills performance (or sample thereof); and
  - f. Any other activities that the administrator or medical director deem necessary.
5. The Belton Fire Department agrees to pay Dr. Erik Stamper for his services as the Medical Director for the Advanced Life Support Ambulance Service of the Belton Fire Department a fixed annual payment of \$10,000.00 for services list above, payable in one lump sum.

6. Either party may cancel this agreement on 30 days' notice; otherwise, the agreement shall remain in force for a period of one year from the date April 1, 2018 (Fiscal Year 2019).
7. It is understood by both parties that Dr. Erik J. Stamper, D. O. is an independent contractor of the Belton Fire Department and the City of Belton, Missouri.

\_\_\_\_\_  
Dr. Erik J. Stamper, D. O.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
EIN #



American Board of  
Emergency Medicine



**American Board of Emergency Medicine**

Established for the Certification of Emergency Physicians Hereby  
Declares that

***ERIK J. STAMPER, D.O.***

Has Successfully Fulfilled the Certification Requirements and is  
Declared a Diplomate of the American Board of Emergency Medicine

**November 8, 2011 – December 31, 2021**

President Richard N. Nelson, MD

Secretary James H. Jones, M.D.

Certification Number 50101



# State of Missouri

Department of Insurance, Financial Institutions and Professional Registration  
Division of Professional Registration

Missouri State Board of Registration for the Healing Arts  
Physician and Surgeon



VALID THROUGH JANUARY 31, 2019  
ORIGINAL CERTIFICATE/LICENSE NO. 2818013277

ERIK JOSEPH STAMPER, DO  
RESEARCH EMERGENCY DPT  
2316 EAST MEYER BLVD  
KANSAS CITY MO 64132  
USA

*Cinnie Clark*  
EXECUTIVE DIRECTOR

*Kathleen Stille Deener*  
DIVISION DIRECTOR

# **SECTION VI**

## **F**

**AN ORDINANCE APPROVING THE PROPOSED FISCAL YEAR 2019 CITY BUDGET, AS REVISED, AND APPROPRIATING FUNDS FROM THE REVENUES OF THE CITY.**

**WHEREAS**, Section 12.5 of the Charter of the City of Belton, Missouri requires the City Council to adopt a budget for the city on or before the last day of the month of the fiscal year currently ending for the next fiscal year; and

**WHEREAS**, the Director of Finance published the public hearing notice in the Cass County Democrat Missourian on January 26, 2018, stating the times and places where copies of the message and budget are available for inspection by the public and the date and time of the public hearing before the City Council; and

**WHEREAS**, the public hearing before the City Council was held February 3, 2018 at 7:00pm.

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

**Section 1.** That the annual budget of the City of Belton, Missouri for the fiscal year beginning April 1, 2018 and ending March 31, 2019, as submitted by the City Manager on January 9, 2018 and as revised by the City Council, is hereby approved.

**Section 2.** That all budgeted revenues in excess of budgeted expenses in any fund be appropriated to the fund’s Rainy Day budgetary line item.

**Section 3.** That any future budget amendments shall be approved by ordinance of the Council.

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

READ FOR THE FIRST TIME: March 13, 2018

READ FOR THE SECOND TIME:

\_\_\_\_\_  
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 the foregoing ordinance was regularly introduced for the first reading at a meeting of the City Council held on the 13<sup>th</sup> day of March, 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:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



# **SECTION VI**

## **G**

**AN ORDINANCE APPROVING THE PARTICIPATING COURSE AGREEMENT WITH THE CLUB MEMBERSHIP, LLC FOR INDIVIDUAL AND CORPORATE CLUB MEMBERSHIP BENEFITS AT THE EAGLES' LANDING GOLF COURSE.**

**WHEREAS**, the Club Membership program allows its' members access to participating courses around the KC Metro for a small monthly membership fee; and

**WHEREAS**, the participating courses are paid a portion of the collected monthly membership fees and in exchange, allow the Club Membership members to play at a reduced rate; and

**WHEREAS**, Eagles' Landing has been a participating course in the Club Membership program since 2013 when the City Council approved the participating club agreement; and

**WHEREAS**, participation in the Club Membership program has been and continues to be financially beneficial to Eagles' Landing and the City of Belton; and

**WHEREAS**, this Participating Course Agreement has been updated and will replace the current Agreement; and

**WHEREAS**, the City Council believes this agreement is beneficial to the citizens of Belton by promoting the public course and economic development activities.

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

Section 1. That the Participating Course Agreement, herein attached and incorporated as Exhibit A to this Ordinance, is hereby approved.

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

Section 3. That 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 THE FIRST TIME: March 13, 2018

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_ day of \_\_\_\_\_, 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 ordinance was regularly introduced for first reading at a meeting of the City Council held on the 13<sup>th</sup> day of March, 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

**PARTICIPATING COURSE AGREEMENT**

**THIS PARTICIPATING COURSE AGREEMENT** (the “Agreement”) is entered into by and between THE CLUB MEMBERSHIP LLC (“TCM”), a Kansas limited liability company, and the City of Belton, Missouri d/b/a Eagles' Landing Golf Course (“Course”), a constitutional charter city organized and existing under the laws of the State of Missouri, operating in the Kansas City market (the “Market”). TCM and Course (individually "Party" or collectively "Parties") hereby agree to the following terms and conditions, and those set forth in any exhibit(s) or amendment(s) attached hereto, or as may be mutually agreed upon in a separate writing(s) and attached hereto at some future date. This Agreement shall not be effective until executed by the Parties. This Agreement will be binding upon the successors, subsidiaries, affiliates, employees, officers, directors, agents, subcontractors, and legal representatives of the Parties.

**DEFINITIONS**

**Individual Memberships** to The Club Membership are those held by individual people in the Market.

**Corporate Memberships** to The Club Membership are those held by businesses in the Market for use by their employees and customers.

**Monthly Membership Dues** are those dues collected and recognized in equal monthly payments, as detailed below:

Individual Memberships	\$34.99/mo
Individual Memberships (Grandfathered)	\$29.99/mo
Corporate Memberships	\$149.99/mo

**Yearly Membership Dues** are those dues collected in one (1) up-front yearly payment and recognized in twelve (12) equal monthly amounts, as detailed below:

Individual Memberships	\$359.88/yr
Corporate Memberships	\$1799.88/yr

**Monthly Distributable Dues** are those dues available for distribution to the courses in the Market upon conclusion of a given calendar month, equal to eighty-five percent (85%) of:

- Dues recognized during the month, *minus*
- Credit card processing fees for dues recognized during the month, *minus*
- Refunds, chargebacks, and credits issued during the month.

**Activation/Renewal/Reinstatement Fees** are those additional fees collected upon activation, renewal, and reinstatement of Individual Memberships and Corporate Memberships. Activation and renewal fees are equal to one monthly payment or one-twelfth (1/12) of a yearly



payment. Reinstatement fees are equal to amounts more than one month past due on memberships suspended more than one month.

## RECITALS

**WHEREAS**, TCM offers to the general public Individual Memberships and Corporate Memberships that allow TCM members to take advantage of discounted rates when playing at participating courses, and to take advantage of additional benefits with other participating retailers, restaurants, and service providers.

**WHEREAS**, Course desires to participate in The Club Membership to take advantage of its network opportunities and to further enhance Course's brand and market share in the Market.

**NOW, THEREFORE**, in consideration of the terms and conditions contained in this Agreement, the parties hereby covenant and agree as follows:

- 1. Initial Term.** This agreement between TCM and Course shall remain in force for an initial term ending midnight on November 1<sup>st</sup>, 2019.
- 2. Automatic Renewal.** This agreement shall be automatically renewed for two (2) year terms on November 1<sup>st</sup> of each renewal year unless either party provides written notice of non-renewal to the other party prior to October 1<sup>st</sup> on the non-renewal year. TCM shall provide written notification to Course of any modifications or changes to fees or dues collected by September 1<sup>st</sup> of a renewal year.
- 3. Payment.** Course will have two (2) opportunities to earn revenue from participation in The Club Membership:
  - (a) Monthly Distributable Dues.** On the 15<sup>th</sup> day of each month during the term of this Agreement, Course will receive Monthly Distributable Dues proportional to the number of rounds played at Course by TCM members during the previous twelve (12) months relative to the total number of rounds played in the Market by TCM members during the same period. For example, if during the prior twelve months 1000 rounds were played by TCM members at Course and 6000 rounds were played by TCM members in the Market, Course would receive 1/6 of the Monthly Distributable Dues. Rounds played shall be automatically tabulated by The Club Membership's check-in system.
  - (b) Discounted Play Fee.** Each playing TCM member is required to pay a discounted play fee for each round played, payable directly to Course. The discounted play fee shall always include access to a cart. TCM members may share carts, but cart sharing shall not further reduce the discounted play fee. The play fee shall be \$20.00 per TCM member per round. Corporate memberships shall not be honored during peak times. Peak times are defined as prior to 11:00am on weekends and holidays (New

Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas).

4. **Course's Obligations.** Course has the following obligations and duties:

- (a) **Allow Members to Play.** Course shall allow TCM members to play rounds of golf for the discounted play fee as explained in Section 3(b) above. Course shall allow TCM members to reserve any publicly available tee time up to no more than four (4) days in advance.
- (b) **Check In Members.** Course shall check in each TCM member using The Club Membership's check-in system before accepting the discounted play fee. Check in is necessary to ensure that memberships are valid for play, to tabulate rounds played, and to issue applicable member reward points. Course shall only check in TCM members when they are at Course and ready to play.
- (c) **Promotion.** Course shall allow TCM to use Course's name in promotional advertising and marketing of The Club Membership, including photos or other media materials necessary to adequately market The Club Membership. Course shall allow display and distribution of mutually agreed upon promotional materials to promote The Club Membership. Course shall encourage players to join The Club Membership and assist prospective members in registering as necessary.

5. **TCM's Obligations.** TCM has the following obligations and duties:

- (a) **Timely Payment.** TCM agrees to provide Course timely payment in accordance with Section 3(a) of this Agreement.
- (b) **Marketing.** TCM agrees to create and execute marketing initiatives for The Club Membership in the Market.
- (c) **Training.** TCM agrees train Course's staff on proper use of The Club Membership's check-in system. Such training may be done in person or remotely as deemed appropriate by TCM.
- (d) **Support.** TCM agrees to support The Club Membership. This includes providing telephone-based and web-based support to courses and members, and supporting maintenance and development of The Club Membership website and check-in system.

6. **Termination.** In addition to its other rights hereunder, TCM and/or Course may terminate this agreement as a result of any of the following events: (i) any breach or

noncompliance by TCM and/or Course with this agreement; or, (ii) any involuntary inability or impossibility by Course to provide TCM members with the opportunity to play.

7. **Liability at Termination.** In the event of termination, neither TCM nor Course shall have responsibility or liability for any loss, costs, or damage, whether direct, indirect, or consequential, incurred by TCM and/or Course resulting from termination.

8. **Entire Agreement.** This Agreement, together with all documents referred to herein, constitutes the entire agreement between the parties hereto.

9. **Modification.** No modification of this Agreement shall be of any force or effect, unless in writing and signed by the parties.

10. **Severability.** If any provision of this Agreement is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in full force and effect.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

12. **Alternative Dispute Resolution.** In the event that Course or TCM cannot resolve a dispute arising out this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation or some other dispute resolution process. A written request shall be made by one party to the other party to initiate the resolution process. The mediation must be complete within forty-five (45) days of the date of such written request, or the Parties may pursue other remedies available to them at law, in equity or under this Agreement. The parties further agree that the Agreement shall remain in effect until such disputes are resolved or settled by the appropriate judicial process.

**COURSE**

**THE CLUB MEMBERSHIP LLC**

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

Steven J. Miles  
\_\_\_\_\_  
Authorized Representative's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# **SECTION VI**

## **H**



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

**WHEREAS**, water rates are hereby increased by one and nine tenths percent (1.9%) to cover the increase in the water charges from the water source, Kansas City, Missouri in addition to infrastructure maintenance; and

**WHEREAS**, sewer rates are hereby increased by ten and eight tenths percent (10.8%) to cover the increase in the sewer charges from the sewer source, Little Blue Valley Sewer District, in addition to infrastructure maintenance.

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

**Section 1.** That Section 42-36 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

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

(a) Schedule from April 1, 2018: In all residential instances, the rate schedule for water use within the corporate limits beginning April 1, 2018, billing shall be as follows:

- (1) Fifteen hundred (1,500) gallons minimum-- \$13.61
- (2) Debt service rate -- \$6.11
- (3) Fifteen hundred one (1,501) gallons and over--\$1.0200 per one hundred (100) gallons of metered water.

(b) Schedule from April 1, 2018: In all non-residential instances, the rate schedule for water use within the corporate limits beginning April 1, 2018, billing shall be as follows:

- (1) Fifteen hundred (1,500) gallons minimum-- \$13.61
- (2) Debt service rate-- \$12.36
- (3) Fifteen hundred one (1,501) gallons and over--\$1.0200 per one hundred (100) gallons of metered water.

**Section 2.** That Section 42-38 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

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

(a) In all instances, the rates for water provided to approved water districts or other local government entities for resale to their own customers outside the City of Belton, beginning with the April 1, 2018, billing, shall be as follows:

\$0.6080 per one hundred (100) gallons

(b) The rate established herein shall be available only to those water districts or other local government entities specifically approved by the City Council and shall be increased annually, effective April 1, 2018, by no less than the percentage of increase applied to retail water customers, or as otherwise changed by amendment to the City Code.

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

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

(a) Schedule from April 1, 2018. In all instances the rates scheduled for water provided by the city outside the city limits for residential household use beginning with the April 1, 2018, billing shall be as follows:

(1) Fifteen hundred (1,500) gallons minimum-- \$15.67

(2) Debt service rate-- \$6.11

(3) Fifteen hundred one (1,501) gallons and over--\$1.1565 per one hundred (100) gallons of metered water.

(b) Schedule from April 1, 2018. In all instances the rates scheduled for water provided by the city outside the city limits for non-residential use beginning with the April 1, 2018, billing shall be as follows:

(4) Fifteen hundred (1,500) gallons minimum-- \$15.67

(5) Debt service rate-- \$12.36

(6) Fifteen hundred one (1,501) gallons and over--\$1.1565 per one hundred (100) gallons of metered water.

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

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

- (a) *General.* Each user or contributor shall pay for the services provided by the City of Belton Sewer System based on the sewer user's choice of two calculation methods. Each user will determine which method of calculation is best for their household. No sewer service shall be furnished or rendered free of charge to any person.
- (1) The volumetric method. Monthly user charges shall be based on water usage as determined by water meter readings during the month.
  - (2) The winter average method. Monthly user charges shall be based on water usage as determined by water meter readings during the month of December, January, and February ("test period") and be effective with cycle billings in May following the test period. Such average water usage thus determined shall remain the basis for determining the contributor's monthly sewer charge until a new average consumption is determined following the next test period. If a residential user or contributor has not established a December, January, and February average, such contributor's user charge shall be the mean charge of all other residential contributors.
- (b) Residential contributors. "Residential contributors" shall mean any contributor to the city's sewer collection system whose structure is exclusively used for domestic dwelling purposes with no more than two (2) dwelling units on each separate water meter. Users of a portion of a structure which portion is separately metered for water use and is used exclusively as a dwelling are also classified as residential contributors. Residential contributors shall not include the users of hotels, motels, boardinghouses, nursing homes, residence halls, or multi-unit residential complexes served by a common water meter or meters. Exceptions may include contributors with a service contract approved by the City Council.
- (c) Nonresidential contributors. For all contributors, including industrial, commercial, or multi-unit residential complexes served by a common water meter or meters, monthly sewer user charges shall be based on the volumetric method of calculation of water usage as determined by water meter readings during the month, except as provided herein.

- (1) If a nonresidential contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collection system, the user charge for that contributor may be based on a wastewater meter(s) or separate water meter(s) installed and maintained at the contributor's expense and in a manner acceptable to the city.
  - (2) Nonresidential contributors arranging temporary service for a construction site may choose to be charged for monthly sewer charges by either the volumetric method or by the winter average method allowed for residential contributors. The selection of a winter average sewer billing method for temporary construction site services shall be effective until establishment of a permanent service account but in no event longer than twelve (12) monthly billing periods. The selection of either option may not be revoked by the customer after the temporary account is established except as provided herein. The winter average for such temporary services shall be based on the average monthly water usage for all residential customers as may be determined from time to time by the city. The provisions of subparagraph (2) shall not apply to construction sites for expansions or remodeling of an existing permanent sewer service site.
- (d) City sewer rates:
- (1) Schedule from April 1, 2018: In all residential instances the rate schedule for sewer use within the corporate limits beginning with the April 1, 2018 billing shall be as follows:
    - a. Fifteen hundred (1,500) gallons minimum-- \$11.01 volumetric method/\$12.44 winter month average
    - b. Debt service rate-- \$15.33
    - c. Volumetric method: fifteen hundred one (1,501) gallons and over- \$1.2666 per one hundred (100) gallons of metered water. Winter month average: fifteen hundred one (1,501) gallons and over- \$1.3624 per one hundred (100) gallons of metered water based on the winter average.
  - (2) Schedule from April 1, 2018: In all non-residential instances the rate schedule for water use within the corporate limits beginning with the April 1, 2018 billing, shall be as follows:



- a. Fifteen hundred (1,500) gallons minimum-- \$11.01
  - b. Debt service rate-- \$21.58
  - c. Fifteen hundred one (1,501) gallons and over-\$1.2666 per one hundred (100) gallons of metered water.
- (3) Sewer Rates for residential contributors outside city- Schedule from April 1, 2018: In all residential instances the rate schedule for water use outside the corporate limits beginning with the April 1, 2018 billing, shall be as follows:
- a. Fifteen hundred (1,500) gallons minimum-- \$15.77 volumetric method/\$17.56 winter month average
  - b. Debt service rate-- \$15.33
  - c. Volumetric method: fifteen hundred one (1,501) gallons and over-\$1.5833 per one hundred (100) gallons of metered water. Winter month average: fifteen hundred one (1,501) gallons and over-\$1.7034 per one hundred (100) gallons of metered water.
- (4) Sewer Rates for non-residential contributors outside city- Schedule from April 1, 2018: In all non-residential instances the rate schedule for water use outside the corporate limits beginning with the April 1, 2018 billing, shall be as follows:
- a. Fifteen hundred (1,500) gallons minimum-- \$15.77
  - b. Debt service rate-- \$21.58
  - c. Volumetric method: fifteen hundred one (1,501) gallons and over-\$1.5833 per one hundred (100) gallons of metered water. Winter month average: not available.

**Section 5.** Any and all new rates established herein shall be effective with any billing from and after April 1, 2018.

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

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

READ FOR THE FIRST TIME: March 13, 2018

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 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 ordinance was regularly introduced for first reading at a meeting of the City Council held on the 13<sup>th</sup> day of March, 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

# **SECTION VI**

## **I**

**AN ORDINANCE OF THE CITY OF BELTON, MISSOURI, AS A PARTICIPATING AGENCY, AUTHORIZING AND APPROVING A COOPERATIVE AGREEMENT ONE-YEAR EXTENSION INCLUDING ADDENDUM #1 ADDING AND EXPANDING THE SCOPE OF WORK FOR THE CITY OF BELTON WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC FOR THE 2017 STREET PRESERVATION PROJECT OVERLAY FINALIZED IN JANUARY 2018.**

**WHEREAS**, a quality transportation system (streets, bridges, curbs and sidewalks) is important to a safe and vibrant community, and the City of Belton has been very eager to develop strategies to improve in this area. Staff has been working diligently to assess the system, document the work, and describe the needs so effective strategies can be implemented; and

**WHEREAS**, the City of Peculiar, Missouri, as the coordinating agency, collected bids and executed an agreement with Superior Bowen Asphalt Company, LLC for the Cooperative 2017 Street Preservation Project/Overlay. The Cooperative Agreement allows for several cities in the region to receive bids on work each has a need for collectively while individually benefiting from cost savings associated with the use of economies of scale.; and

**WHEREAS**, City Council approved Ordinance No. 2017-4374 on August 8, 2017, as a participating agency, authorizing and approving a Cooperative Agreement with Superior Bowen Asphalt Company, LLC for the 2017 Street Preservation Project Overlay finalized in June 2017; and

**WHEREAS**, the budget for the 2018 Fiscal Year Street Preservation Program is \$370,000.00 that will need to be rolled over into Fiscal Year 2019 so that a larger extent of roads can be repaired.

**WHEREAS**, the Cooperative Agreement with Superior Bowen Asphalt Company, LLC for the 2017 Street Preservation Project Overlay is eligible in accordance with contract documents for one extension for a period of one year. The City of Peculiar, Missouri, as the coordinating agency for the Cooperative Agreement with Superior Bowen Asphalt Company, LLC for the 2017 Street Preservation Project Overlay, authorized on January 22, 2018 to extend the Cooperative Agreement until June 9, 2019 in accordance with contract documents; and



**WHEREAS**, to ensure all items needed for a street repair are included in addition to the scope of work in the form of an addendum is attached to the contract renewal. This addendum will include curb repair and replacement as an item in Superior Bowen’s scope of work. Superior Bowen will hire a subcontractor for the curb repair and replacement based on bids that will be based on the lowest and best bidder; and

**WHEREAS**, the City Council believes to ensure that all road repairs for the City of Belton’s 2019 Fiscal Year Street Preservation are completed for the best price currently available, that the one-year extension of the Cooperative Agreement with Superior Bowen Asphalt Company, LLC for the 2017 Street Preservation Project Overlay and Addendum is beneficial to the citizens of Belton.

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

**SECTION 1.** That the one-year extension of the Cooperative Agreement including Addendum #1 adding and expanding the scope of work for the City of Belton awarded to Superior Bowen Asphalt Company LLC for the 2017 Street Preservation Project/Overlay Program, herein attached and incorporated as **Exhibit A**, is hereby approved.

**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: March 13, 2018

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 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 ordinance was regularly introduced for first reading at a meeting of the City Council held on the 13<sup>th</sup> day of March, 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



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** March 13, 2018

**DIVISION:** Transportation

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

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

**ISSUE/RECOMMENDATION:**

A quality transportation system (streets, bridges, curbs and sidewalks) is important to a safe and vibrant community, and the City of Belton has been very eager to develop strategies to improve in this area. Staff has been working diligently to assess the system, document the work, and describe the needs so effective strategies can be implemented.

The City of Peculiar, Missouri as the coordinating agency, collected bids and executed an agreement with Superior Bowen Asphalt Company, LLC for the Cooperative 2017 Street Preservation Project/Overlay. The Cooperative Agreement allows for several cities in the region to receive bids on work each has a need for collectively while individually benefiting from cost savings associated with the use of economies of scale. The Council approved on August 8, 2017 via Ordinance 2017-4374 to participate in the Cooperative Agreement.

The budget for the 2018 Fiscal Year Street Preservation Program is \$370,000.00 which will need to be rolled over into Fiscal Year 2019 so that a larger extent of roads can be repaired. Due to the nature of the Street Preservation Program funds staff will be using existing street GO bonds to provide additional funding for the Street Preservation Program.

The Cooperative Agreement in accordance with the contract documents is eligible for one extension for a period of one year. The City of Peculiar, Missouri, as the coordinating agency for the Cooperative Agreement with Superior Bowen, authorized on January 22, 2018 to extend the Cooperative Agreement until June 9, 2019 in accordance with contract documents. Staff believes to ensure that all road repairs for the City of Belton's 2019 Fiscal Year Street Preservation are completed for the best price currently available, that the one-year extension of the Cooperative Agreement with Superior Bowen Asphalt Company, LLC is beneficial to the citizens of Belton.

To ensure all items needed for a street repair are included in addition to the scope of work in the form of an addendum is attached to the contract renewal. This addendum will include curb repair and replacement as an item in Superior Bowen's scope of work. Superior Bowen will hire a subcontractor for the curb repair and replacement based on bids that will be based on the lowest and best bidder.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Contractor:		Superior Bowen Asphalt Company, LLC
Amount of Request/Contract:	\$	Not to exceed budgeted funds
Amount Budgeted:	\$	N/A
Funding Source:		N/A
Additional Funds:	\$	N/A
Funding Source:		N/A
Encumbered:	\$	N/A
Funds Remaining:	\$	N/A

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

Approve an ordinance of the City of Belton, Missouri, as a participating agency, authorizing and approving a Cooperative Agreement one-year extension with Superior Bowen Asphalt Company LLC for the 2017 Street Preservation Project Overlay finalized in January 2018.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Ordinance

Exhibit A - Cooperative Agreement with Superior Bowen Extension Approval Letter and Addendum –  
Curb Repair and Replacement

Ordinance 2017-4374 – Cooperative Agreement with Superior Bowen



**City Administrator**  
*Brad Ratliff*

**Deputy City Clerk**  
*Cyndora Gauthreaux*

**City Engineer**  
*Carl Brooks*

**Business Office**  
*Trudy Prickett*



**Municipal Offices – 250 S. Main Street, Peculiar, MO 64078**  
Phone: (816)779-5212 Facsimile: (816)779-1004

**Chief of Police**  
*Harry Gurin*

**City Planner**  
*Cliff McDonald*

**City Attorney**  
*Joe Lauber*

**Parks Director**  
*Grant Purkey*

January 22, 2018

Robert Jewett  
Superior Bowen Asphalt Company  
LLC  
2501 Manchester Trafficway  
Kansas City, Missouri 64129

Re: Contract ST 2017-001A One-Year

Extension

Dear Mr. Jewett,

The 2017 Street Preservation Project Overlay, contract ST 2017-001A sets to expire on June 9, 2018. In accordance with the contract documents, this contract is eligible for one extension for a period of one year. The City believes the relationship with Superior Bowen Asphalt Company, LLC has proven to be successful.

In accordance with our conversation, all pricing and project scope shall be approved through future task agreements and with all provisions of the contract remaining in effect which includes asphalt indexing.

This letter serves as written authorization to extend contract ST 2017A until June 9, 2019. Please have Mathew sign below, acknowledging the extension as described. If you have any questions regarding this matter, please contact me at (816) 779-2228.

Sincerely,

**Carl M. Brooks, P.E.**  
City Engineer

EXTENSION APPROVED BY:

  
**Holly J. Stark, Mayor**  
**Mathew Bowen, Vice President**

1/22/18  
Date

1/22/18  
Date

C: John Stoltz, Public Works Manager



## **Addendum #1**

Attached are the quantities to be added to the City of Belton's scope of work per the Cooperative 2017 Street Preservation Project/Overlay Agreement. All quantities are in addition to the scope of work provided for previously but will be slated for the year 2018.

Addendum items will be accounted for before the execution of a task agreement.

**Based from Pavement Overall Condition Index (OCI) Rate ONLY starting with lowest OCI  
Rated Street using Street GO Bonds (1.6 million estimated)**

OCI Rate	OCR Rate	Street	Start	End	Curb Length Ft.	Asphalt Length	Asphalt SF	Asphalt SY
4.19	Poor	S. Benton	E 176th Street	End of Road	UNI	308	6776	753
4.3	Poor	S. Holmes Road	166th Street	166th Terr	UNI	325	7150	795
5.45	Poor	Middleton Ave	Middleton Ct	End of Road	N/A	106	2544	283
5.47	Poor	E 160th Terrace	Richmond Ave	Hinkle Ave	UNI	369	8118	902
8.98	Poor	Bel-Ray Drive	Jasmine Lane	Greenwald Drive	53	220	6820	758
9.27	Poor	Buena Vista Ct	Buena Vista Drive	End of Road	N/A	265	6360	707
10.39	Poor	Terry Ave	E. 161st Street	E. 160th Terrace	UNI	552	12144	1350
12.22	Poor	Valentine Ave	E. 162nd Street	End of Road	UNI	479	10538	1171
12.63	Poor	Pacific Drive	Pacific Circle	Lacy Lane	147	552	13248	1472
13.43	Poor	E 160th Terrace	Eastern Ave	Oakland Ave	UNI	381	8382	932
13.43	Poor	E 160th Terrace	Oakland Ave	Richmond Ave	UNI	379	8338	927
13.43	Poor	E 160th Terrace	Slater Ave	Speaker Ave	UNI	358	7876	875
13.93	Poor	Kimberly Drive	Stacy Drive	Sunset Lane	317	444	10656	1184
14.41	Poor	E 160th Terrace	Speaker Ave	Harris Ave	UNI	358	7876	875
14.68	Poor	Pacific Circle	Pacific Drive	End of Road	44	108	2592	288
15.15	Poor	S. Holmes Road	Fairway Road	166th Street	UNI	381	8382	932
15.35	Poor	E 160th Terrace	Hight Ave	Slater Ave	UNI	360	7920	880
15.85	Poor	E 160th Terrace	Hight Ave	Hinkle Ave	UNI	360	7920	880
16.01	Poor	165th Street	Speaker Ave	Harris Ave	N/A	253	6072	675
16.29	Poor	Belinder Drive	Lacy Lane	Baldwin Street	41	302	7248	806
16.92	Poor	Middleton Ave	Middleton Ave	End of Road	N/A	170	4080	454
18.12	Poor	Lake Drive	Lacy Lane	Baldwin Street	195	397	9528	1059
18.4	Poor	Hardee Street	Bradley Ave	Kentucky Road	141	281	6744	750
18.42	Poor	Pacific Drive	Eldorado Drive	Miller Drive	40	557	13368	1486
18.63	Poor	Bel-Ray Drive	Greenwald Drive	Branson Drive	66	259	8029	892
18.67	Poor	Lawrence Ave	E 160th Terrace	E 160th Street	UNI	350	7700	856
18.85	Poor	Pacific Drive	Park Ave	Eldorado Drive	N/A	284	6816	757
19.26	Poor	Bradley Ave	Bradley Court	166th Street	350	344	8256	918
19.29	Poor	Spring Valley Road	Bel-Ray Drive	166th Street	41	453	10872	1208
20.95	Poor	Monte Verde Drive	174th Street	End of Road	UNI	342	7524	836
22.04	Fair	Lawrence Ave	E. 157th Street	End of Road	UNI	820	18040	2005
22.48	Fair	E 157th Street	Vicie Ave	Lawrence Ave	UNI	350	7700	856
22.71	Fair	Pacific Drive	Miller Drive	Pacific Circle	N/A	284	6816	757
22.92	Fair	Terry Ave	E 160th Terrace	E 160th Street	UNI	344	8256	918
23.12	Fair	E 157th Street	Lawrence Ave	Terry Ave	UNI	353	7766	863
23.21	Fair	Westside Drive	Colbern Street	End of Road	62	266	6384	710

<b>OCI Rate</b>	<b>OCR Rate</b>	<b>Street</b>	<b>Start</b>	<b>End</b>	<b>Curb Length Ft.</b>	<b>Asphalt Length</b>	<b>Asphalt SF</b>	<b>Asphalt SY</b>
23.31	Fair	E 157th Street	Kay Ave	Ann Ave	UNI	354	7788	866
23.31	Fair	E 157th Street	Allen Ave	Kay Ave	UNI	347	7634	848
23.31	Fair	E. 158th Terrace	Allen Ave	Kay Ave	UNI	348	6264	696
23.31	Ave	E 157th Street	Ann Ave	Vicie Ave	UNI	353	7766	863
					<b>1497</b>			
						<b>14116</b>	<b>324291</b>	<b>36043</b>



**Based from Pavement Overall Condition Index (OCI) Rate ONLY starting with lowest OCI Rated Street using FY19 Street Preservation Program Funds (\$ 740,000)**

OCI Rate	OCR Rate	Street	Start	End	Curb Length Ft.	Asphalt Length	Asphalt SF	Asphalt SY	
23.31	Fair	E. 160th Street	Vicie Ave	Lawrence Ave	UNI	350	7700	856	
23.59	Fair	S. Benton Drive	174th Street	58 Highway	UNI	1922	42284	4698	
23.86	Fair	Lawrence Ave	E. 162nd Street	E. 161st Street	UNI	706	15532	1726	
24.49	Fair	S. Outer Road	Grand Street	Hill Street	UNI	285	6270	697	
25.57	Fair	Eastern Ave	E. 160th Terrace	E. 160th Street	UNI	348	7656	851	
26.36	Fair	Eastern Ave	E. 160th Street	End of Road	UNI	304	6688	743	
26.88	Fair	Robie Drive	W. Walnut	End of Road	UNI	530	12720	1414	
27.1	Fair	Pine Street	Catron Ave	Margaret Lane		12	334	8016	891
27.32	Fair	Pacific Drive	Baldwin Street	Colbern Street		292	509	12216	1358
27.4	Fair	E. 159th Street	Megan Street	Ryan Drive		14	321	7704	856
27.74	Fair	163rd Court	Spring Valley Road	End of Road		11	204	4896	544
28.14	Fair	Park Circle	Park Drive	End of Road		373	265	5830	648
28.18	Fair	E. 159th Street	Ryan Drive	Harold Drive	N/A		322	7728	859
28.29	Fair	Herschel Street	Second Street	End of Road	UNI		173	3806	423
						<b>702</b>			
							<b>6573</b>	<b>149046</b>	<b>16564</b>

## Remaining Funds from 20% Contingency Plan (if any exist)

OCI Rate	OCR Rate	Street	Start	End	Curb Length Ft.	Asphalt Length	Asphalt SF	Asphalt SY
28.64	Fair	Tanner Drive	Sherman Parkway	Sweet Cherry Plac	135	291	6984	776
29.08	Fair	Pacific Drive	Lacy Lane	Baldwin Street	217	467	11208	1246
29.25	Fair	Buena Vista Drive	Park Ave	Buena Vista Court	50	575	13800	1534
30.82	Fair	Hardee Street	Middleton Ave	Hardee Court	N/A	286	6864	763
31.44	Fair	E. South Ave	Third Street	Pine Street	UNI	66	1452	162
31.67	Fair	Melody Lane	S. Scott Ave	Mulberry Street	690	973	23352	2595
32.36	Fair	E 161st Street	Lawrence Ave	Terry Ave	UNI	349	7678	853
32.79	Fair	Markey Drive	Markey Place	Markey Terrace	UNI	436	10464	1163
33.04	Fair	Georgia Lane	S. Scott Ave	Mulberry Street	425	973	23352	2595
33.18	Fair	Montgall Drive	E 176th Street	E 174th Street	UNI	1439	31658	3518
34.15	Fair	Brian Ave	S. Scott Ave	Mulberry Street	220	909	21816	2424
34.51	Fair	Middleton Ave	Hardee Street	E 166th Street	30	362	8688	966
34.52	Fair	Greenwald Drive	Bel-Ray Drive	Greenwald Court	338	791	18984	2110
34.76	Fair	Kay Ave	E 158th Terrace	E 157th Street	UNI	949	20878	2320
35.08	Fair	Spring Valley Road	Lea Ave	Spring Valley Road	N/A	261	6264	696
35.08	Fair	Spring Valley Road	Forrest Ave	Branson Drive	162	246	11808	1312
35.21	Fair	Middleton Ave	E 166th Street	Middleton Court	N/A	197	4728	526
35.55	Fair	Monte Verde Drive	E 174th Street	58 Highway	UNI	1923	42306	4701
35.77	Fair	Spring Valley Road	Bel-Ray Blvd	Barry Lane	N/A	300	7200	800
35.8	Fair	Redbud Lane	Hawthorne Drive	Hawthorne Drive	184	1217	29208	3246
35.88	Fair	Spring Valley Road	E 166th Street	Greenwald Drive	513	1026	24624	2736
36.02	Fair	E 166th Street	Spring Valley Road	Hardee Street	26	289	6936	771
36.05	Fair	Spring Valley Road	Dusty Lane	Lea Ave	N/A	228	5472	608
36.07	Fair	E 159th Street	Vicie Ave	Terry Ave	UNI	708	15576	1731
36.2	Fair	Greenwald Drive	Greenwald Court	McKinley Street	43	402	9648	1072
36.21	Fair	E 160th Street	Allen Ave	End of Road	UNI	203	4466	497
36.29	Fair	Spring Valley Road	Rebecca Lane	E 163rd Court	N/A	326	7824	870
36.94	Fair	Kay Ave	E 157th Street	E 155th Street	UNI	1060	23320	260
37.67	Fair	Bradley Ave	Hardee Street	Bradley Court	218	421	10104	1123
38.02	Fair	E 161st Street	Terry Ave	Valentine Ave	UNI	350	7700	856
38.49	Fair	Bel-Ray Blvd	E 170th Street	Spring Valley Road	20	430	8170	908
39.29	Fair	Stacey Drive	Kimberly Drive	Monroe Ave	15	309	7416	824
39.97	Fair	Spring Valley Road	E 163rd Terrace	E 163rd Street	66	201	4824	536
40.51	Fair	Margaret Lane	Pine Street	E. South Ave	305	812	19488	2166
41.62	Ave	Ella Street	Loop Road	Commercial Street	UNI	249	5478	609
41.78	Ave	Herschel Street	Fifth Street	Fourth Street	UNI	345	7590	844

42.42	Ave	Washington Street	See Ave	N. Scott Ave	UNI	94	2256	251
43.13	Ave	East Ave	Blue Ave	Minnie Ave	UNI	431	10344	1150
43.27	Ave	East Ave	Pine Street	B Street	UNI	57	1596	178
43.62	Ave	E. South Ave	Fifth Street	Hackberry Street	UNI	271	5962	663
44.14	Ave	Miller Drive	Valle Drive	Pacific Drive	50	735	17640	1960
44.54	Ave	Bel-Ray Blvd	Bel-Ray Court	Bel-Ray Drive	N/A	104	2496	278
44.71	Ave	Hardee Street	Hardee Court	Bradley Ave	229	829	19896	2211
44.82	Ave	Lawrence Ave	E 161st Street	E 160th Terrace	UNI	548	12056	1340
45.14	Ave	166th Street	Holmes Road	Holmes Road	UNI	145	3045	339
45.18	Ave	Berry Ave	Hawthorne Court	King Street	20	778	17116	1902
45.49	Ave	Hight Ave	E 160th Terrace	E 160th Street	UNI	351	7722	858
45.59	Ave	E 160th Street	Terry Ave	Valentine Ave	UNI	356	7832	870
45.93	Ave	Spring Valley Road	Spring Valley Road	Bel-Ray Blvd	N/A	168	4032	448
45.96	Ave	S. Holmes Road	Fairway Road	Fairway Road	UNI	370	8140	905
46.07	Ave	Bel-Ray Drive	McKinley Court	Spring Valley Road	N/A	347	10757	1195
46.29	Ave	Airway Lane	Westover Road	N. Hillcrest Road	110	734	17616	1958
46.29	Ave	Tanner Drive	Tanner Circle	Cherry Hill Court	40	230	5520	614
46.38	Ave	Montgall Drive	174th Street	58 Highway	UNI	1931	42482	4721
46.44	Ave	Tanner Drive	Sweet Cherry Place	Tanner Circle	270	299	7176	798
47.2	Ave	E Outer Road	E 162nd Street	163rd Street	UNI	2492	54824	6092
47.28	Ave	Eastern Ave	E 162nd Street	E 160th Terrace	UNI	1258	27676	3075
47.91	Ave	Hight Ave	Bryan Way	163rd Street	N/A	649	15576	1731
48.03	Ave	Pine Street	Commercial Street	East Ave	UNI	320	7040	782
48.27	Ave	Chestnut Drive	174th Street	58 Highway	UNI	1923	42306	4701
48.49	Ave	E 160th Street	Valentine Ave	End of Road	UNI	190	4180	465
48.51	Ave	Lynn Street	Spring Street	Lynn Street	UNI	317	6974	775
48.58	Ave	Terry Ave	E 174th Street	E 155th Street	UNI	1065	23430	2604
48.72	Ave	Kay Ave	158th Terrace	End of Road	UNI	214	4708	524
48.76	Ave	Monroe Ave	Monroe Circle	Cleveland Ave	N/A	192	4608	512
49.03	Ave	Monroe Ave	Sunset Lane	Monroe Circle	72	866	20784	2310
49.5	Ave	E 160th Street	Lawrence Ave	Terry Ave	UNI	344	7568	841
49.57	Ave	Monroe Ave	Tervis Ave	Stacey Drive	70	555	13320	1480
					<b>4518</b>			
						<b>39532</b>	<b>914006</b>	<b>99248</b>

**Based from Pavement Overall Condition Index (OCI) Rate ONLY starting with lowest OCI  
Rated Street using Street GO Bonds (1.6 million estimated) "CURB REPLACEMENT"**

Street	Curb Replace (Ft.)	Start	End
7807 Bel-Ray Drive	53	Jasmine Lane	Greenwald Drive
401 Pacific Drive	62	Pacific Circle	Lacy Lane
405 Pacific Drive	23	Pacific Circle	Lacy Lane
418 Pacific Drive	26	Pacific Circle	Lacy Lane
Pacific Drive (504 Lacy)	36	Pacific Circle	Lacy Lane
202-204 Kimberly Drive	90	Stacy Drive	Sunset Lane
203-205 Kimberly Drive	52	Stacy Drive	Sunset Lane
208 Kimberly Drive	32	Stacy Drive	Sunset Lane
205 Kimberly Drive (705 Sunset Lane)	143	Stacy Drive	Sunset Lane
501 Pacific Circle	15	Pacific Drive	End of Road
503 Pacific Circle	19	Pacific Drive	End of Road
500 Pacific Circle	10	Pacific Drive	End of Road
207 Belinder Drive	41	Lacy Lane	Baldwin Street
300 Lake Drive	31	Lacy Lane	Baldwin Street
302 Lake Drive	23	Lacy Lane	Baldwin Street
305 Lake Drive	58	Lacy Lane	Baldwin Street
306 Lake Drive	60	Lacy Lane	Baldwin Street
309 Lake Drive	23	Lacy Lane	Baldwin Street
16805 Hardee Street	54	Bradley Ave	Kentucky Road
16806 Hardee Street	30	Bradley Ave	Kentucky Road
16804 Hardee Street	27	Bradley Ave	Kentucky Road
16802 Hardee Street	30	Bradley Ave	Kentucky Road
419 Pacific Drive	10	Eldorado Drive	Miller Drive
508 Pacific Drive	30	Eldorado Drive	Miller Drive
7900 Bel-Ray Drive	44	Greenwald Drive	Branson Drive
7902 Bel-Ray Drive	22	Greenwald Drive	Branson Drive
16706 Bradley Ave	75	Bradley Court	166th Street
16705 Bradley Ave	28	Bradley Court	166th Street
16703 Bradley Ave	17	Bradley Court	166th Street
16704 Bradley Ave	30	Bradley Court	166th Street
8406 166th Street (Bradley Ave)	12	Bradley Court	166th Street
8404 166th Street (Bradley Ave)	14	Bradley Court	166th Street
8402 166th Street (Bradley Ave)	52	Bradley Court	166th Street
8403 166th Street (Bradley Ave)	27	Bradley Court	166th Street
8307 166th Street (Bradley Ave)	45	Bradley Court	166th Street
8301 166th Street (Bradley Ave)	50	Bradley Court	166th Street



16608 Spring Valley Road	24	Bel-Ray Drive	166th Street
16613 Spring Valley Road	17	Bel-Ray Drive	166th Street
123 Westside Drive	20	Colbern Street	End of Road
118 Westside Drive	10	Colbern Street	End of Road
120 Westside Drive	32	Colbern Street	End of Road

1497

**Based from Pavement Overall Condition Index (OCI) Rate ONLY starting with lowest OCI Rated Street using FY19 Street Preservation Program Funds (\$ 740,000) "CURB REPLACEMENT"**

Street	Curb Replace (Ft.)	Start	End
207 Pacific Drive	102	Baldwin Street	Colbern Street
208 Pacific Drive	24	Baldwin Street	Colbern Street
205 Pacific Drive	24	Baldwin Street	Colbern Street
204 Pacific Drive	45	Baldwin Street	Colbern Street
202 Pacific Drive	48	Baldwin Street	Colbern Street
200 Pacific Drive	49	Baldwin Street	Colbern Street
7806 E. 159th Street	14	Megan Street	Ryan Drive
8001 163rd Court	11	Spring Valley Road	End of Road
706 Park Circle	18	Park Drive	End of Road
702-704 Park Circle	48	Park Drive	End of Road
701 Park Circle	64	Park Drive	End of Road
705 Park Circle	45	Park Drive	End of Road
707 Park Circle	46	Park Drive	End of Road
Park Circle (406 Park Drive)	152	Park Drive	End of Road
514 Pine Street	12	Catron Ave	Margaret Lane

702

**AN ORDINANCE OF THE CITY OF BELTON, MISSOURI, AS A PARTICIPATING AGENCY, AUTHORIZING AND APPROVING A COOPERATIVE AGREEMENT WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC FOR THE 2017 STREET PRESERVATION PROJECT / OVERLAY FINALIZED IN JUNE 2017.**

**WHEREAS**, a quality transportation system (streets, bridges, curbs and sidewalks) is important to a safe and vibrant community, and the City of Belton has been very eager to develop strategies to improve in this area. Staff has been working diligently to assess the system, document the work, and describe the needs so effective strategies can be implemented. ; and

**WHEREAS**, The City of Peculiar Missouri, as the coordinating agency, has collected bids and executed an agreement with Superior Bowen Asphalt Company, LLC for the Cooperative 2017 Street Preservation Project/Overlay. The Cooperative Agreement allows for several cities in the region to receive bids on work each has a need for collectively while individually benefiting from cost savings associated with the use of economies of scale.; and

**WHEREAS**, The Fiscal Year 2017 Street Preservation Program contained the milling, overlay, and patching for the East Pacific Stormwater project for an amount of \$85,932.80. The contract to complete this work expired before the project was at a point to allow for the repair of the street portion of the project additionally the funds were not requested to be rolled over into the current fiscal year. Since the expiration of the contract and continued stormwater improvements to East Pacific Project it has come to staff's attention that the road requires more extensive repair than what was originally called for. The quantities for the repairs were not known when the above described cooperative street preservation project was advertised and therefore no quantities are shown in the agreement.; and

**WHEREAS**, The current budget for the 2018 Fiscal Year Street Preservation Program is \$370,000.00 which will need to be rolled over into Fiscal Year 2019 so that a larger extent of roads can be repaired. Due to the nature of the Street Preservation Program funds staff is considering the use of the remaining 2006 general obligation bonds meant for constructing and improving the City's stormwater drainage system. The roads current state stems from a lack of proper stormwater drainage and when necessary stormwater drainage is not in place the road becomes the conveyance system for the stormwater. ; and

**WHEREAS**, to ensure that the repairs to East Pacific Drive and East Sunrise Drive between South Cedar Street and South Scott Avenue are completed for the best price currently available, staff recommends approving the Cooperative Agreement for the 2017 Street Preservation Project/Overlay program with Superior Bowen Asphalt Company, LLC.; the agreement is attached to this ordinance as **Exhibit A**.

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


**SECTION 1.** That the Cooperative Agreement awarded to Superior Bowen Asphalt Company LLC for the 2017 Street Preservation Project/Overlay program 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.

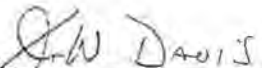
**SECTION 3.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: July 25, 2017

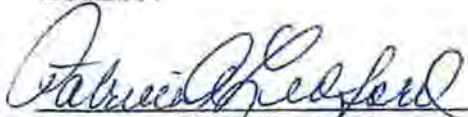
READ FOR THE SECOND TIME AND PASSED:

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

Approved this 8<sup>th</sup> day of August, 2017.

  
\_\_\_\_\_  
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 ordinance was regularly introduced for first reading at a meeting of the City Council held on the 25<sup>th</sup> day of July, 2017, and thereafter adopted as Ordinance No. 2017- 4374 of the City of Belton, Missouri, at a regular meeting of the City Council held on the 8<sup>th</sup> day of August, 2017, after the second reading thereof by the following vote, to-wit:

AYES: 9      COUNCILMEN:      Mayor Davis, Savage, Lathrop, VanWinkle, Trutzel,  
Fletcher, Finn, Newell, Peek

NOES: 0      COUNCILMEN:

ABSENT: 0      COUNCILMEN:

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





## AGREEMENT

Contract Number ST 17-001

Project Title 2017 Asphalt Street Overlay Projects

THIS CONTRACT is made and entered into between Superior Bowen Asphalt Company, L.L.C. (CONTRACTOR) as principal and PECULIAR, MISSOURI, a Fourth Class City in the State of Missouri (OWNER).

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

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

**Sec. 2.** OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the total of Bid Items 1-5 (the Contract Price):

For all Unit Price Work (Section A), an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work multiplied by the quantity of that item. The Unit Prices form (Section A) included in the Bid, a copy of which is attached, shall apply unless otherwise stated below. All sales and/or services will be made on purchase orders, with separate task agreements, issued by individual Participating Agencies.

**Total of all Bid Unit Prices (Item Numbers 1-5: 2017 Asphalt Street Overlay Projects)**

One million two hundred fifteen thousand four hundred twenty six dollars and seventy five cents

(\$1,215,426.75)

**Sec. 3.** The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR, are identified in the General Conditions.

**Sec. 4.** CONTRACTOR agrees to begin the Work promptly upon the date stated in the "Notice to Proceed" and to complete the Work within the times specified in the Contract Documents, unless further time is granted by OWNER.

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

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

Exhibit 1

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

**Sec. 8.** CONTRACTOR will well and truly perform the covenants contained in the Contract Documents, and will pay for the Work and all materials, labor of all laborers, Subcontractors, teamsters, truck drivers, teams and wagons employed, and owners of equipment used on the Work, and for all materials used herein..

**Sec. 9.** This Contract is entered into by OWNER subject to authorization by the City Council and shall not be binding until so authorized, and is subject to the Federal and State Laws and the provisions of the Peculiar City Code and Ordinances in general that may affect same.

**Sec. 10.** All of the provisions of this Contract shall be severable. in the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provisions, or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

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

**CONTRACTOR**

Name, address, e-mail address and facsimile number of CONTRACTOR

Superior Bowen Asphalt Company, L.L.C.  
2501 Manchester Trafficway  
Kansas City, Missouri 64128

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

By: [Signature]

Title: V.P.

Date: 6-8-17

(Attach corporate seal if applicable)

**PECULIAR, MISSOURI**

Address and facsimile number of City department

Public Works Department  
City Hall, 250 S. Main Street, Peculiar, Missouri 64078

Fax: (816) 738-1004

By: [Signature]

Title: City Administrator

Date: 6/8/17

Approved as to form and legality:

[Signature] 6/9/17  
City Attorney (Date)

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

[Signature] 6/8/17  
Director of Finance (Date)





**COOPERATIVE PROCUREMENT WITH  
OTHER PARTICIPATING AGENCIES**

The Participating Agencies as identified on the unit prices form under Section A and providing specified locations of work are the base-bid for this contract. The bidder agrees to provide products and/or services to the Participating Agencies performing governmental functions within Cass County.

All sales and/or services to these Participating Agencies will be made on purchase orders, with separate task agreements, issued by that Agency. All receiving, inspection, Payments and other procurement administration will be the responsibility of each purchasing Agency. Sales will be made in accordance with the prices, terms and conditions of this invitation for bids and any subsequent contract.

Initial:      Yes MSB      No     

**Optional**

The Bidder agrees to provide unit rate pricing (Section B of bid form) to the Participating Agencies. Due to the nature of this contract and the travel distances required for participating entities, the bidder agrees to adjust pricing in an amount not to exceed +/- 5% of the unit rate price quoted in section B of the bid form to cover any unforeseen costs. The adjusted price shall be negotiated between the participating entity and the bidder prior to any task agreements being executed.

All sales and/or services to these Participating Agencies will be made on purchase orders, with separate task agreements, issued by that Agency. All receiving, inspection, Payments and other procurement administration will be the responsibility of the purchasing Agency. Sales will be made in accordance with the prices, terms, and conditions of this invitation for bids and any subsequent contract.

Initial:      Yes MSB      No

Unit Rate Pricing - Section B					
Item #		Description	Unit	QTY	Unit Price
6	a	Edge Milling (0"-2") - City Retain Millings	SY	1-500	\$15.00
	b	Edge Milling (0"-2") - City Retain Millings	SY	501-1500	\$7.50
	c	Edge Milling (0"-2") - City Retain Millings	SY	1501-3000	\$4.00
	d	Edge Milling (0"-2") - City Retain Millings	SY	3001 and over	\$2.50
7	a	Full Width Milling (0"-2") - City Retain	SY	1-500	\$20.00
	b	Full Width Milling (0"-2") - City Retain	SY	501-1500	\$10.00
	c	Full Width Milling (0"-2") - City Retain	SY	1501-3000	\$5.00
	d	Full Width Milling (0"-2") - City Retain	SY	3001 and over	\$3.00
8	a	(6" - 8") Base Repair, Recycled Asphalt Base, APWA, Type 1-01	SY	1-500	\$70.00
	b	(6" - 8") Base Repair, Recycled Asphalt Base, APWA, Type 1-01	SY	501-1500	\$60.00
	c	(6" - 8") Base Repair, Recycled Asphalt Base, APWA, Type 1-01	SY	1501-3000	\$55.00
	d	(6" - 8") Base Repair, Recycled Asphalt Base, APWA, Type 1-01	SY	3001 and over	\$50.00
9	a	4" Recycled Asphalt Base, APWA, Type 1-01	SY	1-250	\$45.00
	b	4" Recycled Asphalt Base, APWA, Type 1-01	SY	251-500	\$40.00
	c	4" Recycled Asphalt Base, APWA, Type 1-01	SY	501-750	\$35.00

	d	4" Recycled Asphalt Base, APWA, Type 1-01	SY	751-1000	\$30.00
	e	4" Recycled Asphalt Base, APWA, Type 1-01	SY	1001 and over	\$25.00
10	a	2" Virgin Surface Asphalt, APWA, Type 3-01	SY	1-250	\$30.00
	b	2" Virgin Surface Asphalt, APWA, Type 3-01	SY	251-500	\$25.00
	c	2" Virgin Surface Asphalt, APWA, Type 3-01	SY	501-750	\$20.00
	d	2" Virgin Surface Asphalt, APWA, Type 3-01	SY	751-1000	\$15.00
	e	2" Virgin Surface Asphalt, APWA, Type 3-01	SY	1001 and over	\$10.00
11	a	2" Recycled Surface Asphalt, APWA, Type 3-01	SY	1-250	\$29.50
	b	2" Recycled Surface Asphalt, APWA, Type 3-01	SY	251-500	\$24.50
	c	2" Recycled Surface Asphalt, APWA, Type 3-01	SY	501-750	\$19.50
	d	2" Recycled Surface Asphalt, APWA, Type 3-01	SY	751-1000	\$14.50
	e	2" Recycled Surface Asphalt, APWA, Type 3-01	SY	1001 and over	\$9.50
12	a	Subgrade Repair (6" - 8")	SY	1-500	\$70.00
	b	Subgrade Repair (6" - 8")	SY	501-1500	\$60.00
	c	Subgrade Repair (6" - 8")	SY	1501-3000	\$55.00
	d	Subgrade Repair (6" - 8")	SY	3001 and over	\$50.00





Project Name: **2017 Asphalt Street Overlay Program**  
 Owner: **City of Belton, Missouri**  
 Contract No. **Task Agreement One**  
 Contractor: **Superior Bowen Asphalt Co., LLC**

**Schedule of Values**

Application # **One**  
 For work completed through \_\_\_\_\_  
 Date: **7/17/2017**

SCHEDULE OF VALUES					Previously Completed		Items for Payment This Period		Amount Completed To Date
Item	Unit	Qty.	Unit Price	Total Amount	Quantity	Amount	Quantity	Amount	
1. 6" Asphalt Removal and 4" Replace with (APWA Type 1-01)	SY	5,242	\$25.00	\$ 131,050.00	0	\$ -	0	\$ -	\$ -
2. 2" Asphalt Surface (Type 3-01)	SY	5,242	\$9.50	\$ 49,799.00	0	\$ -	0	\$ -	\$ -
3. Force Account Budget	LS	1	\$4,000.00	\$ 4,000.00	0	\$ -	0	\$ -	\$ -
						\$ -		\$ -	
Original Contract Amount				\$ 184,849.00			Amount This Period		\$ -
Change Order Number				\$ -			Amount Previously Completed		\$ -
Current Contract Amount				\$ 184,849.00			Amount Completed to Date		\$ -
							Materials On Hand		\$ -
							Subtotal		\$ -
							Retainage		\$ -
							Net Amount This Estimate		\$ -
							Previous Payments to Contractor		\$ -
							AMOUNT PAYABLE =		\$ -

**Street List**  
 East Pacific Drive - E. Sunrise to S. Scott (1637 SY)  
 East Sunrise Drive - E. Pacific to S. Scott (1752 SY)  
 E Pacific Drive - Cedar to East Sunrise (1853 SY)

135



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE: July 25, 2017**

**DIVISION: Transportation**

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

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

**ISSUE/RECOMMENDATION:**

A quality transportation system (streets, bridges, curbs and sidewalks) is important to a safe and vibrant community, and the City of Belton has been very eager to develop strategies to improve in this area. Staff has been working diligently to assess the system, document the work, and describe the needs so effective strategies can be implemented.

The City of Peculiar Missouri, as the coordinating agency, has collected bids and executed an agreement with Superior Bowen Asphalt Company, LLC for the Cooperative 2017 Street Preservation Project/Overlay. The Cooperative Agreement allows for several cities in the region to receive bids on work each has a need for collectively while individually benefiting from cost savings associated with the use of economies of scale.

The Fiscal Year 2017 Street Preservation Program contained the milling, overlay, and patching for the East Pacific Stormwater project for an amount of \$85,932.80. The contract to complete this work expired before the project was at a point to allow for the repair of the street portion of the project additionally the funds were not requested to be rolled over into the current fiscal year. Since the expiration of the contract and continued stormwater improvements to East Pacific Project it has come to staff's attention that the road requires more extensive repair than what was originally called for. The quantities for the repairs were not known when the above described cooperative street preservation project was advertised and therefore no quantities are shown in the agreement.

The current budget for the 2018 Fiscal Year Street Preservation Program is \$370,000.00 which will need to be rolled over into Fiscal Year 2019 so that a larger extent of roads can be repaired. Due to the nature of the Street Preservation Program funds staff is considering the use of the remaining 2006 general obligation bonds meant for constructing and improving the City's stormwater drainage system. The roads current state stems from a lack of proper stormwater drainage and when necessary stormwater drainage is not in place the road becomes the conveyance system for the stormwater.

To ensure that the repairs to East Pacific Drive and East Sunrise Drive between South Cedar Street and South Scott Avenue are completed for the best price currently available, staff recommends approving the Cooperative Agreement for the 2017 Street Preservation Project/Overlay program with Superior Bowen Asphalt Company, LLC.

**PROPOSED CITY COUNCIL MOTION:**

Approve the first reading of an ordinance of the City of Belton, Missouri authorizing and approving a Cooperative Agreement with Superior Bowen Asphalt Company LLC. For the 2017 Street Preservation Project/Overlay program.

**BACKGROUND:**

Over the past several years staff has presented information for street preservation maintenance activities that included several action items.

1. Spend preservation funding every other year. This maximizes the dollars spent.
2. Focus available resources on maintaining streets meeting current condition standards so they do not fall into the poor/failed range.
3. Provide crews with equipment that is efficient and cost effective.
4. Utilize technology to manage infrastructure and material usage.
5. Development of citizen Cost-Share Program
6. Partner with neighboring cities in developing maintenance contracts that maximize dollars.
7. Bidders are required to submit a Quality Assurance Plan

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Contractor:		Superior Bowen Asphalt Company, LLC
Amount of Request/Contract:	\$	Not to exceed budgeted funds
Amount Budgeted:	\$	N/A
Funding Source:		N/A
Additional Funds:	\$	N/A
Funding Source:		N/A
Encumbered:	\$	N/A
Funds Remaining:	\$	N/A

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

Approve the first reading of an ordinance of the City of Belton, Missouri authorizing and approving a Cooperative Agreement with Superior Bowen Asphalt Company LLC. For the 2017 Street Preservation Project/Overlay program.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Ordinance
- Superior Bowen Cooperative Agreement
- Superior Bowen Unit Prices
- Bid Tab
- Certificate of Insurance
- Schedule of Values

# **SECTION VI**

## **J**



**AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2018 ADOPTED CITY BUDGET.**

**WHEREAS**, on March 14, 2017 under Ordinance No. 2017-4324, the City Council approved the Fiscal Year 2018 City Budget and it has been amended previously this year;

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

**Section 1.** In the General Capital Fund, # 014 ...

INCREASE the balance by \$51,000 (whole dollars) of Revenue line item, 014-0000-3131509, named TDD Revenues.

INCREASE the balance by \$51,000 (whole dollars) of Expenditure line item, 014-0000-4003020, named Contractual Services.

FOR THE PURPOSE OF: Amending the budget to account for additional TIF revenues that were received and transferred according to the TIF agreement.

**Section 2.** In the Capital Improvement Sales Tax Fund, # 227 ...

INCREASE the balance by \$9,500,000 (whole dollars) of Revenue line item, 227-0000-3672200, named Bond Proceeds.

INCREASE the balance by \$9,500,000 (whole dollars) of Expenditure line item, 227-0000-4008020, named Principal – Revenue Bonds.

FOR THE PURPOSE OF: Amending the budget to account for the refunding bonds issued in 2017.

**Section 3.** In the Park Sales Tax Fund, # 229 ...

INCREASE the balance by \$8,000,000 (whole dollars) of Revenue line item, 229-0000-367220, named Bond Proceeds.

INCREASE the balance by \$150,000 (whole dollars) of Expenditure line item, 229-0000-4008520, named Transfer to Park Fund.

INCREASE the balance by \$24,000 (whole dollars) of Expenditure line item, 229-0000-4008542, named Transfer to Fund 442 – Major City Construction.

INCREASE the balance by \$7,826,000 (whole dollars) of Expenditure line item, 229-0000-4008030, named Principal – COP Bonds.

FOR THE PURPOSE OF: Amending the budget to account for the refunding bonds issued in 2017 and the transfers needed to pay for Park projects budgeted in other funds.

**Section 4.** In the Mayor's Christmas Tree Fund, # 231 ...

INCREASE the balance by \$7,000 (whole dollars) of Revenue line item, 231-0000-3651600, named Donations.

INCREASE the balance by \$7,000 (whole dollars) of Expenditure line item, 231-0000-4004023, named Community Supplies.

FOR THE PURPOSE OF: Amending the budget to account for the additional donations received for the benefit of the Belton Welfare Association.

**Section 5.** In the Cedar Tree - TIF Fund, # 241 ...

INCREASE the balance by \$40,000 (whole dollars) of Revenue line item, 241-0000-3130500, named City Sales Tax.

INCREASE the balance by \$40,000 (whole dollars) of Expenditure line item, 241-0000-4003235, named Expense Allowance.

FOR THE PURPOSE OF: Amending the budget to account for additional TIF revenues that were received and transferred according to the TIF agreement.

**Section 6.** In the Y Highway Marketplace - TIF Fund, # 243 ...

INCREASE the balance by \$50,000 (whole dollars) of Revenue line item, 243-0000-3111500, named Payments In Lieu of Tax.

INCREASE the balance by \$50,000 (whole dollars) of Expenditure line item, 243-0000-4003235, named Expense Allowance.

FOR THE PURPOSE OF: Amending the budget to account for additional TIF revenues that were received and transferred according to the TIF agreement.

**Section 7.** In the Y Belton Plaza - TIF Fund, # 244 ...

INCREASE the balance by \$130,000 (whole dollars) of Revenue line item, 244-0000-3111500, named Payments In Lieu of Tax.

INCREASE the balance by \$130,000 (whole dollars) of Expenditure line item, 244-0000-4003235, named Expense Allowance.

FOR THE PURPOSE OF: Amending the budget to account for additional TIF revenues that were received and transferred according to the TIF agreement.

**Section 8.** In the Southtowne Plaza - TIF Fund, # 245 ...

INCREASE the balance by \$400,000 (whole dollars) of Revenue line item, 245-0000-3111500, named In Lieu of Tax.

INCREASE the balance by \$200,000 (whole dollars) of Revenue line item, 245-0000-3131510, named County Sales Tax.

INCREASE the balance by \$600,000 (whole dollars) of Expenditure line item, 245-0000-4003235, named Expense Allowance.

FOR THE PURPOSE OF: Amending the budget to account for additional TIF revenues that were received and transferred according to the TIF agreement.

**Section 9.** In the GO Bond Debt Service Fund, # 334 ...

INCREASE the balance by \$21,190,000 (whole dollars) of Revenue line item, 334-0000-3672200, named Bond Proceeds.

INCREASE the balance by \$4,592,000 (whole dollars) of Expenditure line item, 334-1868-4008010, named Principal – GO Bonds.

INCREASE the balance by \$14,398,000 (whole dollars) of Expenditure line item, 334-1865-4008010, named Principal – GO Bonds.

INCREASE the balance by \$2,200,000 (whole dollars) of Expenditure line item, 334-0000-4008545, named Transfer to Street Cap Proj.

FOR THE PURPOSE OF: Amending the budget to account for the refunding bonds issued in 2017.

**Section 10.** In the Major City Construction Fund, # 442 ...

INCREASE the balance by \$24,000 (whole dollars) of Revenue line item, 442-0000-3912229, named Transfer from Park Sales Tax Fund.

INCREASE the balance by \$24,000 (whole dollars) of Expenditure line item, 442-5414-4957112, named Bel-Ray Connector Trail – Engineering and Design.

FOR THE PURPOSE OF: Amending the budget to account for the transfers from the Park Sales Tax Fund.

**Section 11.** In the Street Capital Projects Fund, # 445 ...

INCREASE the balance by \$2,200,000 (whole dollars) of Revenue line item, 445-0000-3912334, named Transfer from GO Bond Fund.

INCREASE the balance by \$220,000 (whole dollars) of Expenditure line item, 445-5312-4957110, named Mullen & North Cass – Easements.

INCREASE the balance by \$199,000 (whole dollars) of Expenditure line item, 445-5312-4957112, named Mullen & North Cass – Engineering & Design.

INCREASE the balance by \$2,000 (whole dollars) of Expenditure line item, 445-5313-4957110, named Vicie Road – Easements.

INCREASE the balance by \$14,000 (whole dollars) of Expenditure line item, 445-5313-4957112, named Vicie Road – Engineering & Design.

INCREASE the balance by \$250,000 (whole dollars) of Expenditure line item, 445-5313-4957117, named Vicie Road – Construction.

INCREASE the balance by \$25,000 (whole dollars) of Expenditure line item, 445-5314-4957117, named Markey & Bales – Construction Costs.

INCREASE the balance by \$1,328,500 (whole dollars) of Expenditure line item, 445-5315-4957117, named GO Bond Projects – Construction Costs.

INCREASE the balance by \$1,500 (whole dollars) of Expenditure line item, 445-5316-4957112, named 160<sup>th</sup> & Oakland – Engineering & Design.

INCREASE the balance by \$60,000 (whole dollars) of Expenditure line item, 445-5316-4957117, named 160<sup>th</sup> & Oakland – Construction.

INCREASE the balance by \$100,000 (whole dollars) of Expenditure line item, 445-5411-4957112, named Y Hwy & 58 Improvements – Engineering & Design.

FOR THE PURPOSE OF: Amending the budget to account for the new proceeds from the 2017 Bond issue.

**Section 12.** In the Solid Waste Disposal Fund, # 661 ...

INCREASE the balance by \$200,000 (whole dollars) of Revenue line item, 661-0000-3441005, named Trash User Charges.

INCREASE the balance by \$200,000 (whole dollars) of Expenditure line item, 661-0000-4003020, named Contractual.



FOR THE PURPOSE OF: Amending the budget to account for the addition of City-wide residential trash service.

**Section 13.** In the Golf Fund, # 665...

INCREASE the balance by \$975,000 (whole dollars) of Revenue line item, 665-0000-3672200, named Bond Proceeds.

INCREASE the balance by \$975,000 (whole dollars) of Expenditure line item, 665-0000-4008030, named COP Principal.

FOR THE PURPOSE OF: Amending the budget to account for the refunding bonds issued in 2017.

**Section 14.** That this ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME:     March 13, 2018

READ FOR THE SECOND TIME AND PASSED:

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

ATTEST:

\_\_\_\_\_  
Patricia A. 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, Missouri and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 13<sup>th</sup> day of March, 2018, and thereafter adopted as Ordinance No. 2018-\_\_\_\_\_ of the City of Belton, Missouri, at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, after the second reading thereof by the following vote, to-wit:

AYES:  
NOES:  
ABSENT:

COUNCILMEN:  
COUNCILMEN:  
COUNCILMEN:

---

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

# **SECTION VII**

## **A**

**R2018-16**

**A RESOLUTION PROVIDING AN ENDORSEMENT FOR THE RENOVATION OF GRANADA SENIOR APARTMENTS BY WALLICK COMMUNITIES AND PROVIDING A LETTER OF SUPPORT TO THE MISSOURI HOUSING DEVELOPMENT COMMISSION IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.**

**WHEREAS**, Wallick Communities is proposing to renovate Granada Senior Apartments, a forty-two unit apartment community at 115 Spring Street that serves a low-income senior population of 62 and older. Wallick is submitting an application to the Missouri Housing and Development Commission (MHDC) for low-income tax credits; and

**WHEREAS**, the City of Belton, Missouri, supports affordable housing choices for the benefit of seniors in the City of Belton; and

**WHEREAS**, Wallick Communities is proposing a renovation to the apartment community that will include interior and exterior improvements, site and landscaping enhancements and remodeling of the community building. The apartments will remain age restricted senior apartments after the renovations; and

**WHEREAS**, The design of this development will assure long term affordability, energy efficiency, accessibility and afford seniors in our community the ability to age in place and remain in their home in a safe, secure and convenient environment and location; and

**WHEREAS**, the proposed affordable senior housing development is in compliance with the needs as identified in the City's Comprehensive Plan; and

**WHEREAS**, the City Council believes the proposed renovation of the affordable senior apartments, herein attached and incorporated as **Exhibit A-1 to A-4**, deserves the support of the City of Belton for the above and foregoing reasons and is in support as detailed in the Letter of Support, attached to and incorporated to this Resolution as **Exhibit B**.

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

**Section 1.** That the City Council of the City of Belton hereby endorses and supports the renovations of Granada Senior Apartments by Wallick Communities.

**Section 2.** This Resolution supports the funding application to the Missouri Housing Development Commission.

**Section 3.** All renovations shall meet applicable building codes, life safety, and zoning codes of the City of Belton, to be determined at the time of building permit submittals.



**Section 4.** That the Mayor is hereby authorized to sign and mail the Letter of Support, herein attached and incorporated as **Exhibit B** to the Missouri Housing Development Commission.

**Section 5.** That this Resolution shall take effect and be in full force from and after its passage and approval.

Duly read and passed this 13th day of March, 2018.

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

Approved this 13th day of March, 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, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 13th day of March, 2018 and adopted at a regular meeting of the City Council held the 13th day of March, 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:** March 13, 2018

**DIVISION:** Planning and Building, Economic Developments

**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:**

Provide a Resolution of support for the renovation of Granada Senior Apartments by Wallick Communities, and authorize the Mayor to send a letter of support to the Missouri Housing Development Commission.

Granada Village is a forty-two unit apartment community at 115 Spring Street, and serves a low-income senior population of 62 and older. Wallick is submitting an application to the Missouri Housing and Development Commission (MHDC) for low-income tax credits.

**PROPOSED CITY COUNCIL MOTION:**

Authorize approval of the attached Resolution and letter of support to the Missouri Housing Development Commission.

**BACKGROUND:**

Wallick Communities is purchasing the existing Granada Village Apartments at 115 Spring Street. Wallick is proposing a renovation to the apartment community that will include interior and exterior improvements, site and landscaping enhancements and remodeling of the community building. The apartments will remain age restricted senior apartments after the renovations.

Wallick notes that the tax credits and new mortgage will be an approximate \$7,000,000 investment in the apartment community. Wallick stated at the work session on March 6, 2018 the project will remain a senior living community for the next twenty-five years, at a minimum, under the deed restrictions and Housing and Urban Development (HUD) agreement.

Please see the attached February 22, 2018 letter from Wallick with further details on the proposal. Also attached are sample elevations, a site plan and community center floor plan.

**IMPACT/ANALYSIS:**

The proposed affordable senior housing development is in compliance with the City’s Comprehensive Plan and will provide needed housing for our senior population.

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

Staff recommends approval of the attached Resolution and letter of support.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Resolution and letter to the Missouri Housing Development Commission.



February 22, 2018

City of Belton  
920 Main Street, Suite 1400  
Kansas City, MO 64105

Wallick-Hendy Development Company, LLC  
160 W. Main Street, Suite 200  
New Albany, OH 43054

**RE: Request for Supporting Resolution – Granada Senior Apartments**

Dear City Councilmembers,

Wallick-Hendy Development Company, LLC (“Wallick”) formally requests your support for the rehabilitation of Granada Village Apartments located in Belton, MO. The support of the City will aid Wallick in strengthening an application for funding to Missouri Housing Development Commission (“MHDC”).

**Wallick:** Wallick Communities is a family-owned affordable housing company based in Columbus, Ohio that was founded in the 1950s. Wallick operates in three major divisions: development, construction, property management. Wallick is the owner of over 200 assets and manages over 13,000 units across the Midwest. Wallick has been one of the top affordable housing developers in the nation performing substantial rehabilitation of existing facilities.

**Project Overview:** Granada Village Apartments (formally known as “Granada Villas”) presently serves a low-income senior population aged 62 and older. This population will continue to be served if the project is awarded. The project was originally constructed in 1983 and has had no renovation or capital improvements. With nearly 40 years in operation, the project needs a major renovation. If awarded, the project will be preserved and enhanced for the existing residents. Please note, if the project is awarded it will be renamed Granada Senior Apartments.

**Project Financing:** Wallick is seeking nearly \$600,000 in low-income housing tax credits which will generate approximately \$5,500,000 in tax credit equity and is requesting \$350,000 in HOME funds from MHDC for the proposed rehabilitation. Coupled with a new permanent mortgage and remaining HUD debt and reserves, the total development cost will be nearly \$7,000,000.

**Planned Improvements:** Wallick is seeking funding that will provide for a substantial renovation of the existing project. Below is a summary of the improvements.

**Site:** Parking areas will be repaired, sealed, and restriped, enhanced landscaping, new & additional site lighting, security cameras with views of driveways and buildings, sidewalks repaired or replaced, increased accessibility.



**Exterior:** Buildings will receive new roofs, windows, electric meter bank replacement, and siding. Front elevations will be improved with new exterior doors, new privacy fencing, and new treatment of covered entries.

**Interiors:** Units will receive all new kitchens with energy efficient appliances, Energy Star lighting and ceiling fans, new interior doors, new trim and paint, new flooring, energy efficient HVAC and water heaters, new bathrooms including new fixtures and low-threshold step in showers.

**Common Area:** The existing community building will be remodeled and enlarged. Improvements will include a new supportive service office, a fitness center, a computer center, a club room with a kitchenette, enlarged and accessible laundry facilities, and a new outdoor deck. Residents will be able to enjoy off-hours access to the fitness and laundry facilities. The clubhouse will also have Wi-Fi capabilities for resident use.

**Process and Timeline:** Wallick will make an application to MHDC on or before March 16<sup>th</sup>, 2018. Any and all letters or resolutions of support from the City must be executed and available on or before March 15<sup>th</sup>, 2018. Wallick strongly feels that the City's support will be critical to the success of this application. Funding decisions from MHDC may occur in May or June of 2018. If successful, Wallick will work diligently to close on the sources of funding and acquisition of the project. It is anticipated that Wallick will be able to close on the project and start construction in the Spring of 2019.

**Existing Management & Residents:** Wallick presently employs Dalmark Management Group to manage the project. This company will remain in place if awarded. No one presently residing at the project will be displaced as a result of funding. Residents will be asked to temporarily move during construction activities. The construction schedule will be phased, typically one or two buildings (6-12 units) at a time. Temporary relocation will be anywhere from 90-120 days. Wallick will facilitate and pay for all relocation expenses. It is our intention to make the temporary relocation of existing residents as seamless as possible.

Wallick sincerely appreciates your consideration of the project. It is our belief that this project merits the request for funding and will be a future asset to your community and to the residents that call Granada their home. Please do not hesitate to contact me with comments or questions. I may be reached at 614-552-5928 or [adunfee@wallick.com](mailto:adunfee@wallick.com).

Sincerely,



Alexis Dunfee  
Development Manager  
Wallick-Hendy Development Company, LLC



EXHIBIT A-2



DRAFT - ALL PICTURES SHOWN ARE FOR ILLUSTRATION PURPOSE ONLY.

GRANADA VILLAS SR. APTS  
BELTON, MO





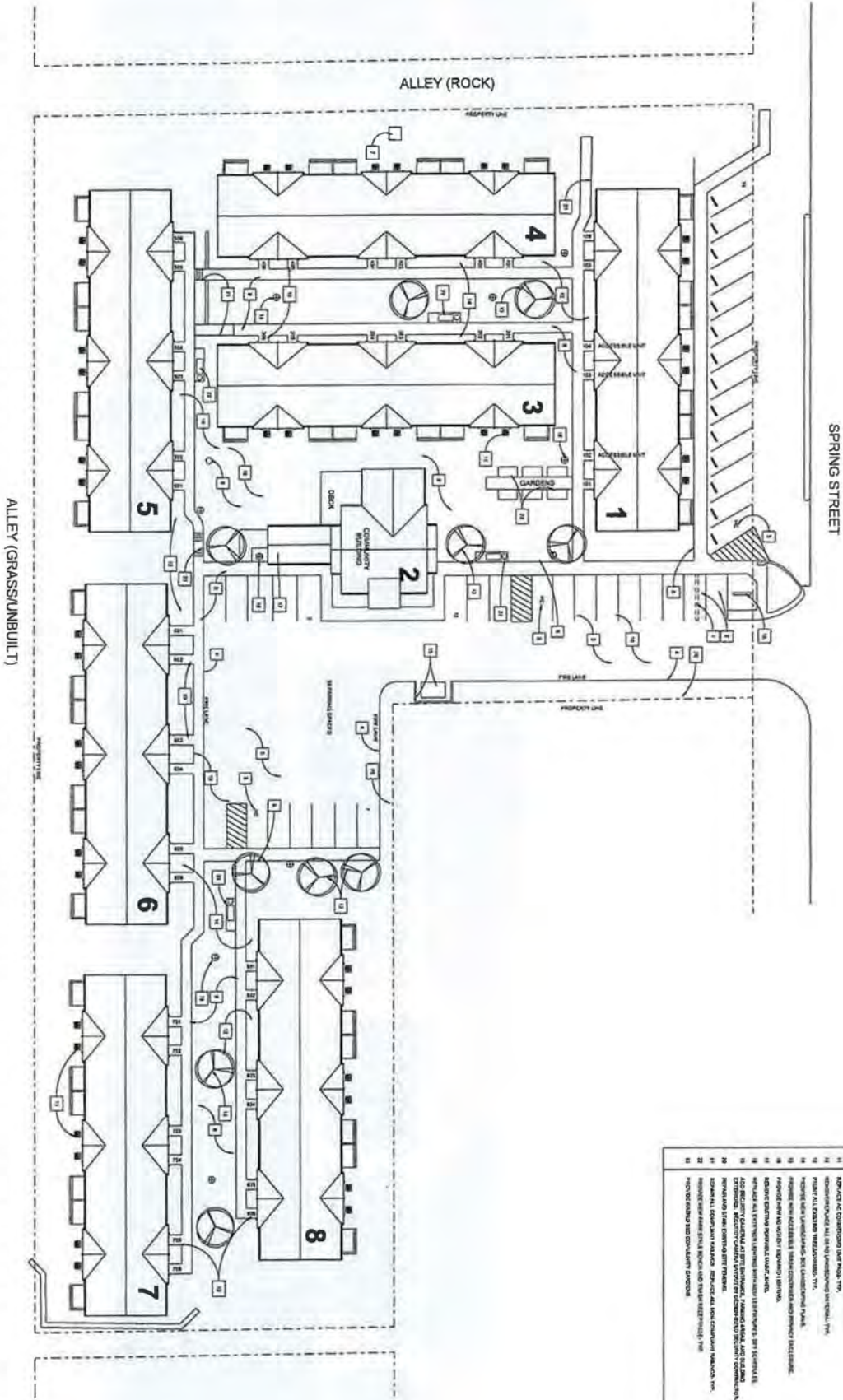


**DRAFT - ALL PICTURES SHOWN ARE FOR ILLUSTRATION PURPOSE ONLY.**

**GRANADA VILLAS SR. APTS  
BELTON, MO**



1 SITE PLAN



KEYED NOTES	
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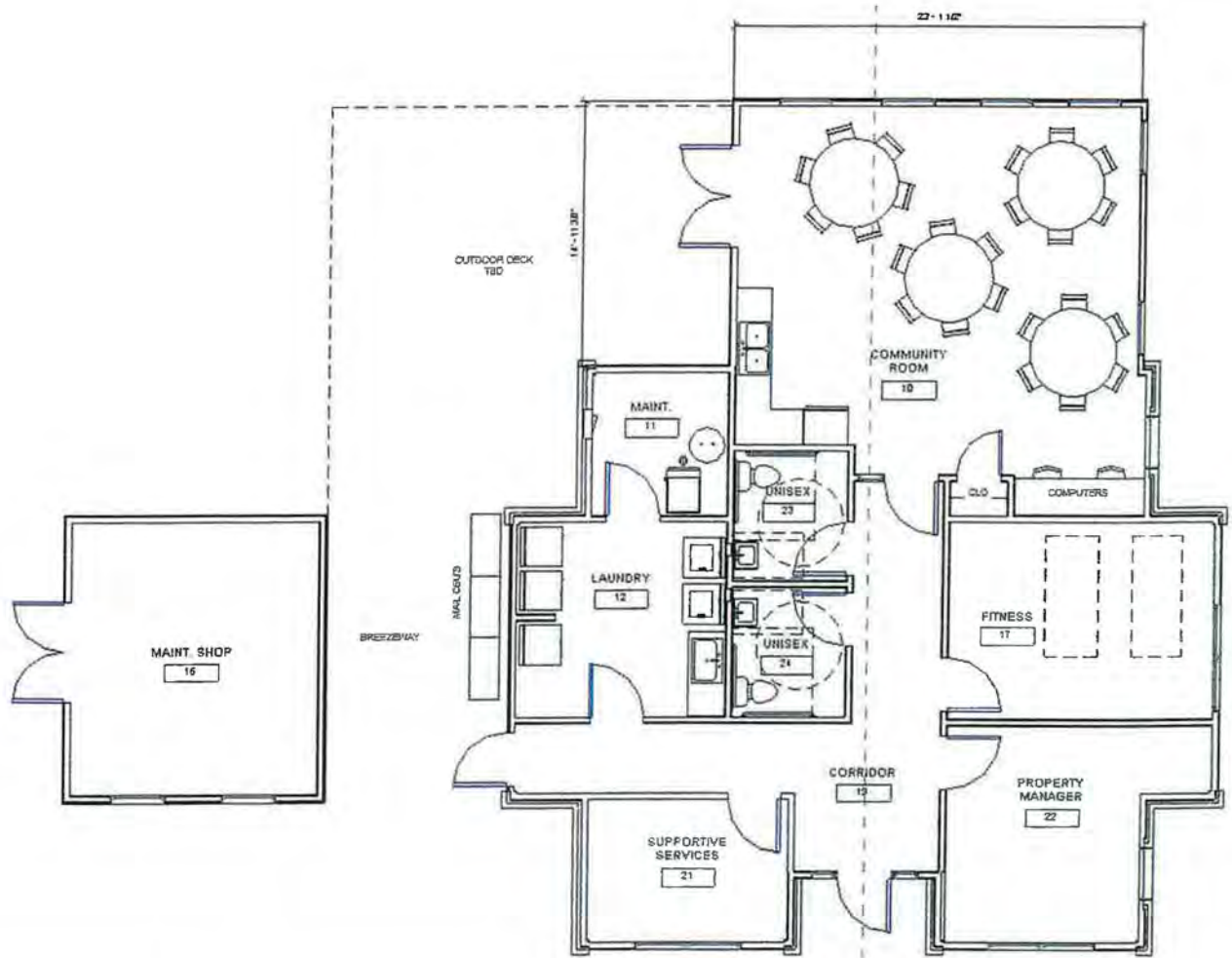
DATE: 2/22/2018  
TIME: 10:52:26 AM  
USER: james.k  
PROJECT: GRANADA VILLAS SENIOR APARTMENTS

**GRANADA VILLAS SENIOR APARTMENTS**  
115 SPRING STREET, BELLEVILLE, MO 63402

**KAI DESIGN + BUILD**

5090 Creighway Road  
St. Louis, MO 63112  
T. 314.241.2125  
F. 314.241.2125  
www.kai.com





## EXHIBIT B



City of Belton  
520 Main Street  
Belton, MO 64012  
Phone: 816.331.4331  
Fax: 816.331.6973

March 13, 2018

Mr. Kip Stetzler  
Executive Director  
Missouri Housing Development Commission (MHDC)  
920 Main, Suite 1400  
Kansas City, MO 64105

RE: Wallick Communities, Granada Senior Apartments, 115 Spring Street, Belton, Mo,

Mr. Stetzler,

Please accept this letter as formal notification of my full support for Wallick Communities application for tax credits for the renovation of Granada Senior Apartments. Wallick Communities has presented this proposal to the Belton City Council. The Council and myself are in full and complete support of the application. Granada Apartments were constructed in 1983 and are in need of a major renovation to help meet the senior citizen needs of our community.

As Mayor of the City of Belton I want to pledge my full support for their plan to renovate and provide quality affordable senior apartments in Belton. The renovation of forty-two senior apartments in our city is greatly needed. This would be an excellent use of federal and state and other available resources. Upon completion, these senior apartments would be a valuable asset to the neighborhood and increase the supply of much needed quality, affordable senior housing.

Your favorable consideration of funding this application would help to meet a growing need for affordable housing in our community. I appreciate your attention to the needs of Belton, Missouri.

Sincerely,

Mayor Jeff Davis

# **SECTION VII**

## **B**

**R2018-17**

**A RESOLUTION APPROVING TASK AGREEMENT 2018-01 WITH EARTHWORKS EXCAVATION AND ASSOCIATES, LLC, UNDER THE CONTRACT.**

**WHEREAS**, the residential structure located at 17502 S. Benton Drive has been determined to be dangerous and ordered to be demolished by the Building Commission. The Findings of Fact and Conclusions of Law are herein attached and incorporated to this Resolution as **Exhibit A** and;

**WHEREAS**, the property owner has failed to abate the dangerous structures and public nuisances under the Abatement Order of the Building Commission in the time prescribed by the Order; and

**WHEREAS**, the objective of the task agreement is to remove the dangerous residential structure in its entirety and restoring the lot to a serviceable condition, and;

**WHEREAS**, the City Council approved Bill Number 2018-11 on March 13, 2018 to award the on-call dangerous residential demolition contract to Earthworks Excavation and Associates, LLC; and

**WHEREAS**, the City Council believes approving this Task Agreement 2018-01, herein attached and incorporated to this Resolution as **Exhibit B**, with Earthworks Excavations and Associates, LLC in a not to exceed amount of \$23,100.34 is beneficial to code enforcement and is in the best interest of the citizens.

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

**Section 1.** That the Task Agreement 2018-01, herein attached and incorporated as **Exhibit B**, in a not to exceed amount of \$23,100.34 authorizing the demolition of a dangerous residential structure located at 17502 S. Benton Drive, Belton, Missouri is hereby approved for the purposes described above.

**Section 2.** That the City Manager is hereby authorized to sign and authorize the Task Agreement, on behalf of the City.

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

Duly read and passed this 13<sup>th</sup> day of March, 2018.

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

Approved this 13<sup>th</sup> day of March, 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, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 13th day of March, 2018 and adopted at a regular meeting of the City Council held the 13th day of March, 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: March 13, 2018

DIVISION: Planning and Building Department

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

Table with 2 rows and 5 columns of checkboxes for various council actions: Ordinance, Resolution, Consent Item, Change Order, Motion, Agreement, Discussion, FYI/Update, Presentation, Both Readings.

ISSUE/RECOMMENDATION:

The City Council approved first reading of Bill Number 2018-11 on February 27, 2018 and second reading on March 13, 2018 to award for contract for Demolition of Dangerous Residential Structures to Earthworks Excavation and Associates, LLC.

PROPOSED CITY COUNCIL MOTION:

Authorize approval of the attached Resolution to award the Dangerous Residential Structures Demolition Contract for 17502 S. Benton Drive, Belton, Missouri to Earthwork Excavation and Associates, LLC.

BACKGROUND:

There are often times when self-abatement of dangerous and dilapidated residential structures cannot be achieved. As a result, it becomes necessary for the City to take action to abate the dangerous structure following an evidentiary hearing by the Building Commission.

IMPACT/ANALYSIS:

The proposed contract to provide residential structure demolition services is in compliance with the City's Comprehensive Plan and will provide a much needed service to abate this dangerous and dilapidated residential structure within the City when the property owner fails to take action upon the order of the Building Commission.

STAFF RECOMMENDATION, ACTION, AND DATE:

Staff recommends approval of the attached Resolution.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution and contract documents

**ISSUE/RECOMMENDATION:**

Approve a Resolution in support of demolition of a dangerous residential structure in the city and authorize the City Manager endorse and approve the Task Agreement awarding this demolition service to Earthworks Excavation and Associates, LLC.

**PROPOSED CITY COUNCIL MOTION:**

Authorize approval of the attached Resolution and Task Agreement.





**BANDSTRA PROPERTY AT 17502 S. BENTON DRIVE, BELTON, MISSOURI**

**EVIDENTIARY HEARING NOVEMBER 9, 2017**

**BEFORE THE BELTON BUILDING AND FIRE PREVENTION CODE  
BOARD OF APPEALS**

**ORDER OF ABATEMENT WITH  
FINDINGS OF FACT AND CONCLUSIONS OF LAW**

The Board finds the structure located at 17502 S. BENTON DRIVE is a **dangerous building and public nuisance** and hereby order the property owner or Building Commissioner to **demolish** the structure.

Findings of Fact

1. This property is owned by Jan Bandstra as evidenced by records of Cass County and death of Roger Bandstra on December 2, 2003. There appears to be a mortgage recorded against this property through a Deed of Trust. The homeowners insurance is provided by Auto Owners Insurance.
2. On August 30, 2017, the Building Inspector conducted an inspection of the house following a police department intervention and determined in his opinion that the house was a dangerous building and public nuisance as defined by Chapter 10, Article III, Section C of the Belton Unified Development Code because of general dilapidation, unsanitary conditions, electrical panel disrepair and improper grounding, west wall of house to point of collapse and inability to secure the house due to previous break-ins. A violation notice to abate the dangers and public nuisances was issued to make repairs within 30 days.
3. On September 26, 2017, a fire occurred at the structure and on September 26, 2017, the Building Inspector conducted a second inspection of the house and determined in his opinion that the house is a dangerous building and public nuisance as defined by Chapter 10, Article III, Section C of the Belton Unified Development Code and in need of emergency abatement due to the immediate danger to the health, safety and welfare of the general public because of additional damages caused by the fire and unsecured access to the damaged areas by children or others not aware of the dangers posed by this structure.
4. The property owner was properly notified of the above determinations and results of the building inspections including all violations of the dangerous building and public nuisance laws and was requested to repair or demolish the structure.
5. The property owner failed to comply with the orders of the building inspector to repair or demolish the structure.



6. The property owner was properly notified of a hearing to determine the facts and disposition of the structure at 17502 S. BENTON DRIVE.
7. Prior to the hearing, the property owner expressed interest in demolishing the house and apparently has the insurance proceeds to do so but has NOT hired a contractor, demolished the structure or provided the building department with written plans to do so with time frames to the City Staff.
8. The City is yet to notify a mortgage holder, if any, and will be obliged to provide notification prior to any action to demolish the building.

Conclusions of Law

1. There is substantial and competent evidence to conclude that the building at 17502 S. BENTON DRIVE constitutes a dangerous building and public nuisance under the Dangerous Buildings Codes of the City of Belton.
2. The house at 17502 S. BENTON DRIVE shall be demolished pursuant to the procedures and Dangerous Buildings Codes of the City of Belton.
3. If the property owner does not comply with this order within 30 days of confirmed receipt of notification to any mortgage holder, or if there is no mortgage holder, within 30 days of this order, the City of Belton Building Commissioner is hereby instructed to take bids for the demolition of the structure.

## EXHIBIT B



### City of Belton – Planning and Building Department Task Agreement

**Contract: Dangerous Residential Structures Demolition Services**

Resolution Number: <b>2018-</b>	Task Agreement No: <b>2018-01</b>	Funding Amount: <b>\$23,100.34</b>  Date of Schedule of Hourly Rates and Expenses: <b>N/A</b>  Purchase Order No: <b>N/A</b>
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**Project Title: 17502 S Benton Drive, Belton, Missouri**

Contractor/Consultant (including subs): <b>Earthworks Excavation and Associates, LLC</b>	Division and Staff Project Manager: <b>Planning &amp; Building; Jim Brown</b>
---	---

Project Specifications reviewed: <b>yes</b>	Attachments :
---	---------------

**PROJECT SCOPE:**  
Demolition of a single family residence and (1) detached storage building in accordance with the contract documents and specifications and in support of Bill # 2018-11.

Staff Signatures		Partner Signatures	
<b>Building Official</b> Jim Brown	<b>City Manager:</b> Alexa Barton	<b>Project Manager:</b>	<b>Company Principal (if different):</b>
Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: _____ Date: _____

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

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the Contract Agreement for; as needed demolition of dangerous residential structures, between the City of Belton and Earthworks Excavation and Associates, LLC effective on 13 March, 2018.

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

## ATTACHMENT 1 TO EXHIBIT B

### Estimated Abatement Costs for: 17502 S Benton Drive

<b>1. Abatement price:</b>	
a. Non-friable asbestos	
i. \$ n/a	Per square foot of asbestos containing materials
ii. \$ n/a	Per linear foot of asbestos containing materials
b. Friable asbestos	
i. \$ n/a	Per square foot of asbestos containing materials
ii. \$ n/a	Per linear foot of asbestos containing materials
<b>2. Unit cost of general structure demolition, clearing, and cleaning will be paid for as a unit price based on square footage of applicable structure(s):</b>	
a. Residential structure (including attached garages and covered porches)	
i. \$ 3.75 s.f. (1500 s.f.) = \$5625.00	Per square foot, frame or metal
ii. \$ n/a	Per square foot, masonry or other
b. Detached structure (with foundation)	
i. \$ n/a	Per square foot, frame or metal
ii. \$ n/a	Per square foot, masonry or other
c. Detached structure (without foundation)	
i. \$ 3.75 s.f. (270 s.f.) \$1012.50	Per square foot, frame or metal
ii. \$ n/a	Per square foot, masonry or other
<b>3. Unit cost to remove private concrete driveways/sidewalks:</b>	
a. \$ n/a	Per square foot
<b>4. Unit cost for the following:</b>	
a. Backfill material as needed for excavated areas- \$14.85 cu yd (60 cu yd) = \$891	Per cubic yard
b. Landfill fee- \$ 2011.96 per load x 4 = \$8047.84	Per load (90 cu yd load)
c. Temporary erosion control measures-	
Silt fence (lin ft) \$ n/a	
Straw, seed - sq. ft. - \$ 2.21 s.f. (3000 s.f.)= \$6630.00	Silt fence- per lin ft.; straw, seed, per sq.ft.
d. Temporary construction fencing-\$ 2.98 l.f. (300 l.f.) = \$ 894.00	Per linear foot.
e. Soil testing/proctor/compaction- \$ n/a	Provide testing fee
<b>5. Additional abatement cost:</b>	
a. \$ n/a	Hazardous mold & lead abatement per square foot
b. \$ n/a	Hazardous mold & lead abatement per linear foot
<b>6. The Contractor shall pay all applicable costs for landfill permits and fees.</b>	
<b>7. The Contractor shall pay for any applicable permits, testing, and inspection services required in connection with the abatement of asbestos and/or lead.</b>	
<b>8. The Contractor shall provide all equipment and services needed to complete the Work.</b>	

**Total cost- \$23,100.34**



# **SECTION X**

## **A**



Government Finance Officers Association  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

February 13, 2018

The Honorable Jeff Davis  
Mayor  
City of Belton  
506 Main Street  
Belton, MO 64012

Dear Mayor Davis:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended 2017 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

Michele Mark Levine  
Director, Technical Services Center