



**Agenda of the Belton City Council
Work Session & Regular Meeting
August 13, 2019 – 6:00 p.m.
City Hall Annex
520 Main Street, Belton, Missouri**

I. CALL PUBLIC HEARING TO ORDER – 6:00 P.M.

A public hearing will be held at 6:00 p.m., August 13, 2019, at Belton City Hall Annex, 520 Main Street, during which citizens may be heard regarding property tax rates proposed to be set by the City of Belton. The tax rates shall be set to produce the revenues required to support the budget for the fiscal year beginning April 1, 2019 and ending March 31, 2020. The rates are based upon the current assessed valuation figures as provided by the Cass County Assessor’s Office. Each tax rate is determined by dividing the amount of revenue, as authorized by the Missouri Constitution, by the current assessed valuation. This value is multiplied times 100 resulting in a tax rate expressed in cents per \$100 valuation.

Assessed Valuation (applies to calendar year 2019):

(By Categories)

	Current Tax Year 2019	Prior Tax Year 2018
Real Estate	\$ 243,128,508	\$ 214,516,445
Personal Property	<u>54,734,794</u>	<u>53,266,751</u>
Total Assessed Valuation	<u><u>\$ 297,863,302</u></u>	<u><u>\$ 267,783,196</u></u>

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

	Property Tax Revenue FY2020 Budget	Proposed Tax Rate FY2020	Prior Year Tax Rate FY2019
General Fund	\$ 1,588,000	\$ 0.4883	\$ 0.5261
Parks & Recreation	634,000	0.2173	0.2341
Debt Service	<u>3,047,000</u>	<u>1.3305</u>	<u>1.1305</u>
Total	<u><u>\$ 5,269,000</u></u>	<u><u>\$ 2.0361</u></u>	<u><u>\$ 1.8907</u></u>

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

II. ADJOURN PUBLIC HEARING

III. CALL WORK SESSION TO ORDER

IV. ITEMS FOR REVIEW AND DISCUSSION

A. Rental Inspection Program

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V. ADJOURN WORK SESSION

VI. CALL REGULAR MEETING TO ORDER

VII. PLEDGE OF ALLEGIANCE – Councilwoman Davidson

VIII. ROLL CALL

IX. 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 July 23, 2019, City Council Work Session & Regular Meeting.

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

Page 14

C. Motion approving the purchase of 87,120 pounds of Mcadows 3405 crack seal materials from Nu Way in the amount of \$40,946.40 for the Transportation Division.

This purchase is within budget.

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D. Motion approving the purchase of a 2021 International Dump Truck with Viking-Cives elliptical dump body bed Model SSRXL-155058 to replace Truck No. 35.

This purchase is within budget.

Page 27

- E. **Motion approving the renewal of the video camera system maintenance agreement from Kenton Brothers in the amount of \$4,559.95 for the police department.**

This purchase is within budget.

Page 40

- F. Motion approving Resolution R2019-67
A resolution appointing John Sapp to serve on the Public Safety Sales Tax Oversight Committee.

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- G. Motion approving Resolution R2019-68
A resolution approving Task Agreement No. 2019-1 with Burns & McDonnell Engineering Company, Inc. to prepare the wastewater treatment facility's national pollutant discharge elimination system operation permit application renewal in the amount of \$12,570.00.

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- H. Motion approving Resolution R2019-69
A resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency sanitary sewer repair located at 513 Mark Lane and ratifying Task Agreement No. 2019-1 in the amount of \$37,844.74.

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X. PERSONAL APPEARANCES

- A. Acknowledgement of Tom MacPherson as Belton's MML Civic Leadership Award Honoree

XI. ORDINANCES

- A. Motion approving the first reading of Bill No. 2019-44
An ordinance approving a Special Use Permit to allow a Home Daycare with more than four children at 206 Mary Way Belton, Cass County, Missouri.

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- B. Motion approving the first reading of Bill No. 2019-45
An ordinance levying and fixing the rate of tax for municipal purposes, for the Park Fund, and for the Debt Service Fund for Fiscal Year 2020.

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- C. Motion approving both readings of Bill No. 2019-46
An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2020 adopted city budget for the purpose of park projects and training.

This ordinance amends the budget to transfer funds that were previously budgeted for the Bel-Ray Connector Trail, which is now canceled, to the Park fund for projects and training.

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- D. Motion approving both readings of Bill No. 2019-47
An ordinance readopting Ordinance No. 91-2073, as amended, establishing a procedure to disclose potential conflict of interest and substantial interest for certain municipal officials.

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XII. RESOLUTIONS

- A. Motion approving Resolution R2019-70
A resolution approving Task Agreement 2019-3 with Olsson to perform the removal of the underground used oil storage tank and associated soil sampling at Street Barn Lane in the amount of \$19,110.00.

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- B. Motion approving Resolution R2019-71
A resolution approving a Professional Services Agreement with Ensz and Jester, P.C. to review, revise and draft the City's personnel policies and practices.

The consultant shall review the current Personnel Policy Manual and prepare an amending document producing a quality product consistent with human resources policy best practices; also simplifying policies ensuring they are consistent and flexible while protecting the City from liability. This also includes the need to evaluate policies related to and addressing the legalization of marijuana in the State of Missouri as well as current trending Federal and State laws.

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- C. Motion approving Resolution R2019-72
A resolution approving Task Agreement 2019-3 with Breit Construction for the Belton I-49 Outer Road water line relocation project in the amount of \$165,891.00.

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XIII. CITY COUNCIL LIAISON REPORTS

XIV. MAYOR'S COMMUNICATIONS

XV. CITY MANAGER'S REPORT

August/September 2019 meetings

08/27 work session & regular meeting – 6:00 p.m.

09/10 work session & regular meeting – 6:00 p.m.

09/24 work session & regular meeting – 6:00 p.m.

XVI. OTHER BUSINESS

XVII. Motion to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; 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, and the meeting adjourn from there.

SECTION IV
A



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 13, 2019

DIVISION: Planning and Building Department

COUNCIL: Regular Meeting Work Session Special Session

<input 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 checked="" type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ITEM FOR DISCUSSION:

Rental Inspection Program. On January 22nd, and May 28, 2019, the City Council had discussions concerning a Rental Property Inspection Program. The City Council requested outreach with property owners, property managers, and the Cass County Landlords Association on the proposed program.

BACKGROUND:

Staff met with the Cass County Landlords Association (CCLA) at their monthly meeting on June 18, 2019. Approximately 20 persons were in attendance. Staff made a brief presentation, answered questions and collected feedback. Members of CCLA requested an opportunity to make comments to the City Council. A summary of the meeting comments is below:

1. Concerns about increased costs due to business license and inspections.
2. Concerns about scheduling required inspections, coordinating their time and tenant availability.
3. Believe the program would be easier to manage if required inspections occurred at time of new lease/tenant turn-over.
4. Some rental units already have annual HUD inspections. (Could this HUD inspection substitute for our inspection?) (Yes, but need further information)
5. Objected to inspection item of required carbon monoxide detector.
6. Stated that tenants might not grant access for inspections. How would this be addressed?
7. Waive fees in future years if initial/current inspection is complete.
8. Good landlords/property managers having to participate due to actions of landlords who don't manage tenants and units properly.
9. Stated that single-family, owner occupied homes should also be inspected.
10. Don't like government interfering with their business.

Representatives of CCLA have been advised of the August 13th Work Session, and have been invited to further comment on their concerns.

PROPOSED CITY COUNCIL ACTION:

Consider comments from CCLA, make final determination on scope and timing for adoption of a Rental Inspection Program.

SECTION IX

A

**Minutes of the Belton City Council
Work Session and Regular Meeting
July 23, 2019
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the regular meeting to order at 6:00 p.m.

Sheila Ernzen, Assistant City Manager and Finance Director, gave the June monthly financial report.

Being no further business, Mayor Davis adjourned the work session at 6:18 p.m. and called the regular meeting to order.

Councilwoman Peek led the Pledge of Allegiance to the Flag.

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

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

CONSENT AGENDA

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

- **approving the minutes of the July 9, 2019, City Council Regular Meeting.**
- **approving the June 2019 Municipal Division Summary Report for Municipal Court.**
- **authorizing the purchase of new holsters for the new Sig Sauer P-320's approved for purchase by the City Council on 5/28/19.**
- **authorizing the purchase of a 2020 International Dump Truck, MW30R11 Snow Plow Assembly, and 10' Swenson Salt Material Spreader with spreader stand to replace Truck No. 510.**
- **approving Resolution R2019-63: A resolution authorizing the offering for sale of General Obligation Bonds for the benefit of the City of Belton, Missouri.**
- **approving Resolution R2019-64: A resolution reappointing Steve Deere, Rosemary Howard, Tom MacPherson, Keith Richardson, Steve Holt, Chris Whorton and appointing Cindy Crate and Jennifer Oldham to serve on the Code Enforcement Advisory Committee.**
- **approving Resolution R2019-65: A resolution approving actions of the City Manager to engage JCI Industries, Inc. for the Emergency Wastewater Treatment Facility return activated sludge pump #2 replacement and ratifying Task Agreement No. 2020-2 with JCI Industries, Inc. in the amount of \$13,183.51.**

Councilman VanWinkle seconded. All voted in favor. Consent agenda approved.

PERSONAL APPEARANCES

Steve Hackett, 15810 Allen Avenue, had questions about the trash carts. Ms. Ernzen answered his questions at the end of the meeting.

- How much do they cost? \$449,578.38
- If the citizens are paying for them, why don't they own them? The carts stay with the house. We expect about a 10% turnover each year.
- If the carts are paid off after three years and there is a warranty, why will we continue paying for them after that point? At that point and at the end of each budget year, the City will re-evaluate the on-going cost of cart usage, adjusting the cost as needed.

The East Outer Road between 162nd-163rd Street is still closed, but the road closed signs are down. Update-City staff continues to place signs back up (when moved by an individual).

Ronald Coggins, 15510 Allen Avenue, had questions about the City easements and cleaning out the drainage ditches. Celia Duran, Public Works Director, answered his questions at the end of the meeting.

- Is it correct that there are 12' easements on the streets? Allen Avenue has a 50' right-of-way (ROW), not easement. There is 25' from the road centerline on each side. Road widths vary for each street, but if lanes are 12', there would be 13' of ROW on each side outside of the pavement. This is standard for cities.
- Why aren't drainage ditches cleaned in Dikewood? The City ordinances require the property owner to maintain the ROW on their property, which would include ditches, sidewalks, etc.
- Why is it the land owner's responsible for city easement? The land owner still owns the property even though the City has been granted ROW. If the City mowed the ROW, the City would be mowing people's yards and personal property.
- When and why did the ordinance(s) get passed to stop cleaning them out? There are multiple codes addressing this issue. They were approved July 10, 2014; April 14, 2015; August 23, 2016. According to previous staff, City crews used to spend most of their time cleaning out ditches and mowing ROW and did not have time to focus on maintenance of City infrastructure (streets, storm sewer, etc).

The Mayor presented proclamations to the Belton Neighborhood Watch Groups and recognized National Night Out.

ORDINANCES

Andrea Cunningham, City Clerk, read Bill No. 2019-43: An ordinance approving an amendment to the City's Zoning Map from M-1 (Light Industrial) District to FCI (Flex Commercial/Industrial of the North Scott Corridor) District, for a 2.07 acre tract of land located at 1002 North Scott, Belton, Cass County, Missouri.

Presented by Councilwoman Peek, seconded by Councilman Finn. Carolyn Yatsook, Economic Development Director, said the North Scott Corridor overlay district was approved in 2017. Dave Clements, Planning Director, said this is the first building as part of the Corridor plan. For this project to be implemented, the Corridor plan requires the site to be rezoned. This project's final

development plan was presented to the Planning Commission and there was a July 1, 2019 public hearing. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilman Lathrop moved to hear the final reading.** Councilman VanWinkle seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Finn. Vote on the final reading was recorded:

Ayes: 9 Davidson, Savage, Finn, Trutzel, VanWinkle, Peek, Mayor Davis, Clark, Lathrop

Noes: 0

Absent: 0

Bill No. 2019-43 was declared passed and in full force and effect as **Ordinance No. 2019-4530**, subject to Mayoral veto.

RESOLUTIONS

Ms. Cunningham read Resolution R2019-66: A resolution approving a Professional Services Agreement with Sturges Word Communications, Inc. To provide media relations and social media communications support and consulting for economic development and city communications.

Presented by Councilman Lathrop, seconded by Councilman VanWinkle. Councilman Clark asked how often the City uses a service like this. Alexa Barton, City Manager, said this is used quite often. This will take the place of Krista Klaus' contract. Vote on the resolution was recorded with all voting in favor. Resolution passed.

CITY COUNCIL LIAISON REPORTS

Councilwoman Peek gave a Park report

- Kids' paint party, July 26 at High Blue Wellness Center
- Seussical the Musical, August 9 at Memorial Park
- End of Summer Bash, August 10 on Main Street
- Carnival, August 15-17 at Memorial Park
- Doggie Dip Day, September 7 at the outdoor waterpark

MAYOR'S COMMUNICATIONS

- July 25, 2019 Tom MacPherson will receive Belton's MML Civic Leadership Award.
- The Chamber of Commerce Light up the Night at Eagles Landing is coming.
- The Chamber is doing Stuff the Bus.
- MoDOT is starting work on the Outer Road August 2.
- Ms. Duran said there have been 15 sinkholes repaired in the City.
- Councilman Trutzel reminded everyone to put their Jim's Disposal trash carts at the curb for pick up.

Citizens who wish to make a personal appearance at a Council meeting may contact the City by 12pm on the Thursday prior to the Tuesday Council meeting, if they'd like their name listed on the agenda packet. If they are not listed on the agenda, they may contact the Mayor up to 12pm

on the Monday before the Tuesday Council meeting. Citizens are also welcome to call or email questions to the Mayor, City Council, and City staff anytime or utilize the Report A Concern form on the City's website.

CITY MANAGER'S REPORT

July & August 2019 meetings

08/13 work session & regular meeting – 6:00 p.m.

08/27 work session & regular meeting – 6:00 p.m.

09/10 work session & regular meeting – 6:00 p.m.

09/24 work session & regular meeting – 6:00 p.m.

James Person, Police Chief, said National Night Out is August 6. Right now there are three groups participating.

John Sapp, Acting Fire Chief, said the new ambulance should be finished August 8.

Councilman Trutzel said there were cars parked along both sides of the road in Cimarron Trails and emergency vehicles couldn't get through. Chief Person said he's aware of the situation.

At 7:45 p.m. Councilman VanWinkle moved 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, and the meeting adjourn from there. Councilman Finn seconded. The following vote was recorded:

Ayes: 9 Davidson, Clark, Peek, Finn, VanWinkle, Trutzel, Mayor Davis, Savage, Lathrop

Noes: 0

Absent: 0

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

Andrea Cunningham, City Clerk

Mayor Jeff Davis

SECTION IX

B

Mayo Auction

8/13/2019

1 space heater @ City Hall
1 paper cutter @ City Hall
4 office chairs @ at City Hall

YEAR	MAKE	MODEL	DISCRIP	DEPT.	VIN	Mileage	LOCATION	CONCERNS
1968	FORD	F-7500	OILER	Street	C70DUC99550		SHOP	INOPERTIVE
1992	OLATHE	896	CHIPPER	Street	986544		SHOP	INOPERTIVE
N/A	CASE	BACK-HOE	BUCKET	Street	N/A		SHOP	GOOD
N/A	CATERPILLAR	3406	GENERATOR	Water	90U9987		SHOP	GOOD
N/A	N/A	C-142	CRET CUTTER	Street	89AM215620210		SHOP	HARD START
1997	ALTEC	CP24A	PLANNER	Street	BELTON#0868		SHOP	HARD START
1986	CZ ENGINEER	BIG/YELLOW	TRAILER	Street	CZ02108606		SHOP	SERVICE NEEDED
1993	FORD	9360	TRACTOR	Street	BD49786		SHOP	WIRING PROBLEM
N/A	N/A	HOME MADE	TRAILER	Street	N/A		SHOP	W/12" FORMS
N/A	N/A	HOME MADE	TRAILER	Street	N/A		SHOP	W/6" FORMS
2000	BOSS	RT-3 / 8'.2	SNOW PLOW	Street	#10		SHOP	MOUNT/CONTROLS
2000	BOSS	RT-3 / 8'.2	SNOW PLOW	Street	#107		SHOP	MOUNT/CONTROLS
2002	BOSS	RT-3 / 8'.2	SNOW PLOW	Street	#12		SHOP	MOUNT/CONTROLS
2007	LAND PRIDE	AT2672	MOWER	Water	2632		SHOP	GOOD
2005	BOBCAT	S-250	SKID STEER	Street	5260182668		SHOP	WIRING PROBLEM
N/A	SQUALER	SQ720	BRUSH HOG	Street	N/A		SHOP	GOOD
1999	DODGE	RAM 1500	4X4	Water	3B7HF12Y3XG176153	192,292	SHOP	RUNS
2007	FORD	F-150	PICK-UP	Water	1FTRF12WX7KC61373	202,969	SHOP	RUNS
2003	CHEVY	IMPALA	SEDAN	Water	2G1WF55K239303798	96,652	SHOP	RUNS
2011	FORD	CROWN VIC	SEDAN	Police	2FABP7BV1BX101726		SHOP	RUNS
2011	FORD	CROWN VIC	SEDAN	City Hall	2FABP7BV3BX101727		SHOP	RUNS

SECTION IX

C



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 13, 2019

DIVISION: Public Works/Transportation

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

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

ISSUE/RECOMMENDATION:

The 2019 Crack Seal Program, an important part of the City’s pavement management program that extends the service life of our streets, will be performed by the City’s Transportation Division this year. This pavement preservation technique assists in preventing rapid pavement deterioration due to inclement weather and extends the life cycle of the pavement. Crack sealing prevents water from penetrating the pavement, freezing underneath and causing more cracks. There are approximately 55 streets planned to be crack sealed this Fall and next Spring.

Bids were prepared using local product vendors. Each vendor’s product was cross referenced for usability and product type before selecting a vendor for quoting needs. The purchase of these materials is an approved line item in the Transportation Division’s FY2020 budget.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		Nu Way
Amount of Request/Contract:	\$	40,946.40
Amount Budgeted:	\$	50,000.00
Funding Source:		225-0000-400-4021
Additional Funds:	\$	n/a
Funding Source:		n/a
Encumbered:	\$	n/a
Funds Remaining:	\$	9,053.60

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of 87,120 pounds of Meadows 3405 crack seal materials from Nu Way in the amount of \$40,946.40.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Nu Way Quote & Product Data
- Crafcoc Inc. Quote & Product Data
- Vance Brothers Quote & Product Data
- Crack Seal Quotes 2019 - Spreadsheet

2019 Crack Seal Program Materials				
Vendor	Type/Model No.	Quantity (LBS)	Price per LB	Total Cost
Nu Way 3100 S. Ten Mile Drive Jefferson City, MO	Meadows 3405 Hot Pour Tar	87,120	0.47	\$40,946.40
Crafco 6165 W. Detroit Street Chandler, AZ	Proflex Type 2	90,000	0.505	\$45,450.00
Vance Brothers 5201 Brighton Kansas City, MO	Maxwell 650	93,000	0.52	\$48,360.00



Everything for the Contractor!
 3100 South Ten Mile Dr.
 Jefferson City, MO. 65109
 573-893-8786 x 3404

QUOTE

DATE - 22-Jul-2019
 BID DATE - July 22 2019
 CUSTOMER ID -
 JOB NUMBER - Stock
 JOB NAME - Stock
 SHIP TO - Belton Mo
 EXPIRATION DATE - 29-Jul-2019

TO City of Belton
 1201 Steet Barn Lane
 Belton Mo 64012
 Jim Powell

Prepared By: Scott Stieferman
 dpowell@nuwayinc.com

QTY	U.M.	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
87120	LBS	3405	Meadows 3405 hot pour tar	0.470	40946.40
			2 truck loads		
			43560 lbs per truck load , only can be order by truckload		
			Customer must provide equipment to unload product		
			no tax		
			no freight when ordered by truckloads		
			Quoted prepared by		
			Any questions please contact		
			Don Powell		
			3100 so 10 mile dr		
			Jefferson City Mo 65109		
			Quote valid for 60 days		
<p><i>All quantities are estimated for quotation purposes and are subject to verification by contractor. Quotation based on current market conditions. All prices are subject to change without notice. Additional surcharge may apply. Sales tax if applicable.</i></p>					
<p>Pages: Addendums: Terms: Net 30</p>					
<p>EXCLUDES TIEWIRE, ANY CHAIRS/STANDEEZ, ANY COATINGS, SMOOTH DOWELS, THREADED REBAR, OR COUPLERS IF NOT SPECIFICALLY LISTED ABOVE. A \$5.00 DELIVERY CHARGE WILL APPLY TO ALL DELIVERIES & ALL ORDERS ARE SUBJECT TO ADDITIONAL FREIGHT CHARGES IF LISTED ABOVE. THIS QUOTE IS BASED ON TODAY'S MARKET CONDITIONS. DUE TO FEDERAL TARIFFS IMPOSED UNDER SECTION 232, ALL ITEMS QUOTED ARE SUBJECT TO AVAILABILITY & PRICE FLUCTUATION.</p>					
				SUBTOTAL	\$ 40,946.40
				SALES TAX	\$ -
				TOTAL	\$ 40,946.40

ST. LOUIS - JEFFERSON CITY - JACKSON - WENTZVILLE - TROY, IL



NO. 232

MasterFormat:
32 12 73
32 13 76.16



AUGUST 2017
(Supersedes March 2012)

3405

Hot-Applied, Single Component, Polymeric Joint Sealant

DESCRIPTION

3405 is a quality, hot-applied, single-component polymeric compound. It offers excellent bonding properties, high resiliency, and resistance to degradation from weathering.

USES

3405 was specifically formulated for the cost-effective sealing of cracks and joints in Portland cement and asphalt concrete highways. It is ideal for large, medium, and small-scale sealing projects.

FEATURES/BENEFITS

- Provides excellent, durable bond.
- Highly resiliency in harsh conditions.
- Highly resistant to deterioration due to various weather conditions.

PACKAGING

55 pound (24.95 kg) cartons containing two 27.5 pound (12.47 kg) blocks individually wrapped in poly bag liners.

COVERAGE

12.7 lb./100 lineal feet

SPECIFICATIONS

ASTM D1190
 ASTM D3405
 ASTM D6690, Type I, II and III
 AASHTO M 173
 AASHTO M 324
 Corps. of Engineers, CRD C 530
 FAA P-605
 Federal Specification SS-S-1401C

TECHNICAL DATA

TEST	TYPICAL RESULTS
Penetration, mm/10	80
Resilience, %	63
Flow, cm	0.1
Bond test, 50% extension @ -20° F (-29° C)	Pass
Viscosity @ 380° F (183° C), CPS	2,000
Wt. per gallon, lb.	10
Wt. per liter, kg.	1.20
Recommended pouring temp.	370° F (188° C)
Recommended safe heating temp.	390° F (199° C)
VOC Content, g/L	0

APPLICATION

Melting ... 3405 should be melted in an oil-jacketed melter-applicator equipped with an agitator and separate temperature thermometers for oil bath and melting vat. Sealing may be done at air temperatures of 40° F (4° C) and higher.

Surface Preparation ... The joints and cracks to be sealed must be clean and dry. Dust, dirt, and laitance should be removed prior to application. Proper routing should be slightly larger than the existing crack/joint to ensure proper adhesion to sidewalls.

NOTE: Application of sealant into frozen or wet pavement will result in loss of bond and premature failure of the sealant.

CONTINUED ON REVERSE SIDE...

W. R. MEADOWS, INC.
 P.O. Box 338 • HAMPSHIRE, IL 60140-0338
 Phone: 847/214-2100 • Fax: 847/883-4544
 1-800-342-5976
 www.wrmeadows.com

HAMPSHIRE, IL / CARTERSVILLE, GA / YORK, PA
 FORT WORTH, TX / BENICIA, CA / POMONA, CA
 GOODYEAR, AZ / MILTON, ON / ST. ALBERT, AB

New Concrete Pavement Sealing ... Typical joint configuration should be 3/8" (9.54 mm) wide with a 1/2" (12.7 mm) depth for an approximate 1:1 width-to-depth ratio. Designated joint width and depth is determined by the appropriate highway or pavement authority. CERA-ROD™ heat-resistant backer rod from W. R. MEADOWS may be installed in the joint opening to control depth and sealant usage.

Asphalt Pavement and Maintenance Sealing ... For ideal sealing with maximum effectiveness, it is suggested that cracks or joints be routed out to provide a sealant reservoir 1/2" (12.7 mm) wide with a minimum depth of 1/2" (12.7 mm). This provides for a 1:1 width-to-depth ratio. For joints 1" (25.4 mm) wide, the suggested depth is 1/2" (12.7 mm) minimum. To control and maintain the suggested joint depth and sealant usage, CERA-ROD heat-resistant backer rod may be installed in the joint opening.

Application Method ... 3405 should be applied into the crack/joint, slightly overfilling. Once applied, a follow-up should be done with a soft rubber, U-shaped squeegee to form a wipe zone of approximately 3" - 4" (76.2 - 101.6 mm) wide along the crack/joint and flush with the highway or pavement surface.

PRECAUTIONS

Service life at recommended temperatures is approximately 12 - 15 hours. Application life may be extended by adding fresh material as sealant is applied and the quantity in the kettle decreases. 3405 hot-pour joint sealant can be reheated once within the prescribed safe heating temperature limits. Repeated reheating may result in material degradation or gelling in the melter. When the application life has been exceeded, 3405 will thicken, become stringy, and may gel. If this occurs, remove the sealant immediately from the kettle and discard.

Read and follow application information and use in accordance with the health and safety information shown on the label. Refer to Safety Data Sheet for complete health and safety information.

LEED INFORMATION

May help contribute to LEED credits:
 • MRC9: Construction and Demolition Waste Management

For most current data sheet, further LEED information, and SDS, visit www.wrmeadows.com.



LIMITED WARRANTY

W. R. MEADOWS, INC. warrants at the time and place we make shipment, our material will be of good quality and will conform with our published specifications in force on the date of acceptance of the order. Read complete warranty. Copy furnished upon request.

Disclaimer

The information contained herein is included for illustrative purposes only, and to the best of our knowledge, is accurate and reliable. W. R. MEADOWS, INC. cannot however under any circumstances make any guarantee of results or assume any obligation or liability in connection with the use of this information. As W. R. MEADOWS, INC. has no control over the use to which others may put its product, it is recommended that the products be tested to determine if suitable for specific application and/or our information is valid in a particular circumstance. Responsibility remains with the architect or engineer, contractor and owner for the design, application and proper installation of each product. Specifier and user shall determine the suitability of products for specific application and assume all responsibilities in connection therewith.



6165 W. Detroit St.
Chandler, AZ 85226
(602) 276-0406 (800) 528-8242
FAX: (480) 940-0313

QUOTE # BBBQ32861

Date Quoted 7/22/2019
EXPIRATION DATE 10/21/2019

Quote To: Account Code: 920383

Ship To: Account Code: 920383

CITY OF BELTON MO

CITY OF BELTON MO

N/A

16400 MULLEN RD
BELTON, MO 64012
US

16400 MULLEN RD
BELTON, MO 64012
US

Phone: 816-331-9455

N/A

Fax: 816-322-1657

Email:

816-331-9455

Project Title: Belton Crack Seal 2019

Bid Date:

Terms: NET 30

Bid Number:

F.O.B.: PPD-Delivered; Freight separat

Project Start Date:

Ship Via: Truck/Common Carrier

Ship Before:

Sales Group:

Quote Effective Dates: 7/22/2019 TO 10/21/2019

Quoted By: Dave Keener

Sales Office: 255- Dave Keener

Estimated Time to Ship After Receipt of Order: Quoted at time of order

Customer: CITY OF BELTON MO

Quote Number BBBQ32861

Project Title: Belton Crack Seal 2019

Date 07-22-19

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Retail	Quote Price	Ext. Price
34518-1	Polyflex Type 2 Polyflex Type	LB	90,000	\$0.8500	\$0.4700	\$42,300.0000
6008224-TN23	FREIGHT CHARGE	EA	90,000	\$0.0000	\$0.0350	\$3,150.0000
Total						\$45,450.00

COMMENTS:

This amount is 2 truck loads 20 pallets on each.
This quote is for 40 pallets of Crafc0 34518-1

Additional Individual pallets can be picked up at Crafc0 store for \$.55/lb

NOTE:

WARNING:

Products on this quote may be labeled in accordance with California Proposition 65. California purchasers refer to <http://crafco.com/resources/Prop-65.xlsx>

For Terms and Conditions of purchases go to: www.crafco.com/Terms-of-Sale.pdf

Quantities may be limited at CrafcO's discretion.

Pricing and availability are subject to change without notice.

Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

FOB DEFINITIONS:

CFR- Seller pays for the carriage of goods up to the named port of destination.

CIF- Same as CFR with exception that the seller is required to obtain insurance for the goods while in transit to the named port of destination.

CIP- Same as CPT with exception that the seller is required to obtain insurance for the goods while in transit.

COL- Collect

CPT- Seller pays for the carriage of the goods up to the named place of destination.

DAF- Seller pays for transportation to the named place of delivery at the frontier. Rail or Road.

DAP- Seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination.

DDP- Seller is responsible for delivering the goods to the named place in the country of the buyer, and pays all costs in bringing the goods to the destination including import duties and taxes.

DDU- Seller delivers the goods to the buyer to the named place of destination in the contract of sale.

DEQ- Same as DES, but the passing risk does not occur until the goods have been unloaded at the port of discharge.

DES- Seller pays the same freight and insurance costs but the passing risk does not occur until the ship has arrived at the named port of destination and the goods made available for unloading to the buyer.

DLB- Delivered, buyer pays.

DLV- Delivered, seller pays.

EXW- Seller makes the goods available at their premises, or at another named place.

FAS- Seller delivers when the goods are placed alongside the buyer's vessel at the named port of destination.

FCA- Seller delivers the goods, cleared for export, at a named place (possibly including the seller's own premises).

FR- Free House.

FOB- Seller bears all costs and risks up to the point the goods are loaded on board the vessel.

PPA- Delivered; freight included.

PPD- Delivered; freight separate.

UN- Not free.

Pavement Preservation Products Restocking Policy

Crafco will only accept the return of products that have been authorized in writing in advance. To obtain authorization contact your customer service representative. A written authorization will be faxed or emailed to you. A copy of the RETURN AUTHORIZATION must accompany the material being returned.

Not all products are returnable. Products that have a shelf life or are considered made to order or special order may not be returned. No used parts may be returned.

All returns are subject to restocking charges.

All products returned must be in the original packaging and be in good and salable condition. CrafcO reserves the right to charge repackaging charges in addition to restocking charges.

Restocking Charges

PARTS (*)	15%
EQUIPMENT	Non Returnable
SEALANT (*)	25%
SILICONE	Non Returnable
GEOCOMPOSITES	Non Returnable
MASTIC (*)	25%
POLYPATCH (*)	25%
TECHCRETE (*)	25%
OTHER STANDARD INVENTORIED ITEMS (*)	25%

CUSTOMER IS RESPONSIBLE FOR ALL SHIPPING COST ON RETURNED MATERIALS.

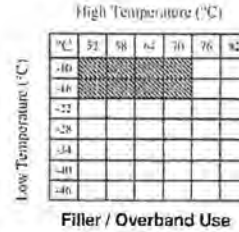
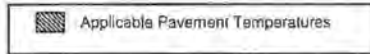
(*) Not all purchases are returnable. Any part or product that is non-standard or obsolete is not returnable. Request information on the acceptability for returns for any specific product when ordering.

6165 W Detroit St. • Chandler AZ 85226
 +1 (602) 276-0406 • +1 (800) 526-8242 • FAX +1 (480) 961-0513
 www.crafco.com

READ BEFORE USING THIS PRODUCT

GENERAL CrafcO PolyFlex Type 2 sealant is a hot-applied, asphalt based product used to fill cracks and joints in asphalt or Portland cement concrete pavements in moderate to hot climates. PolyFlex Type 2 is supplied in solid form which when melted and properly applied forms a highly adhesive and flexible compound that resists cracking in the winter and resists flow at summer temperatures. PolyFlex Type 2 is used in highway, street, airfield and parking lot pavements and is applied to pavement cracks using pressure fed meller applicators. At application temperature PolyFlex Type 2 is a medium viscosity product which flows and penetrates cracks. PolyFlex Type 2 is formulated as an economical yet effective pavement maintenance crack filling product. Compared to products based on reclaimed rubber, PolyFlex Type 2 offers lower viscosity for easier application, improved summer temperature pick-up resistance, quicker set times, and improved low temperature flexibility. Polyflex Type 2 has been a quality CrafcO product for over 25 years. Several states have developed specifications based on performance of PolyFlex Type 2. VOC = 0 g/L.

USAGE GUIDELINES PolyFlex Type 2 is applicable for Filler/Overband Use in moderate to hot climates with high and low pavement temperatures identified in the chart. Pavement temperatures for the project location are determined using FHWA LTPPBind V 3.1 and sealant or filler use is determined following CrafcO Product Selection Procedures.



SPECIFICATION CONFORMANCE The CrafcO recommended specification limits for PolyFlex Type 2 when heated in accordance with ASTM D5078 to the maximum heating temperature are as follows:

Test	Specification Limits
Cone Penetration (ASTM D5329)	35-55
Resilience (ASTM D5329)	40% min.
Softening Point (ASTM D36)	200°F (93°C) min
Ductility 77°F(25°C)(ASTM D1113)	30cm min
Flexibility, 1/8" (3.2 mm) specimen, 90° bend, 10 sec., 1" (25 mm) mandrel (ASTM D3111 Modified)	Pass at 20°F (-7°C)
Flow, 140°F (60°C), 5 h, (ASTM D5329)	3 mm max.
Viscosity, 400°F (204°C) (ASTM D2669)	100 Poise max.
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% min.
Tensile Adhesion, 1" (25.4mm) thickness (ASTM D5329)	500% min.
Maximum Heating Temperature	400°F (204°C)
Minimum Application Temperature	380°F (193°C)

INSTALLATION The unit weight of CrafcO PolyFlex Type 2 sealant is 10.5 lbs. per gallon (1.26kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

PACKAGING Product is supplied in either cardboard boxes, or in meltable, boxless PLEXI-melt packaging. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- o **BOX** packaging consists of cardboard boxes containing approximately 30 lb. (13.6 kg) of product with 75 boxes per pallet, weighing approximately 2250 lb. (1020 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- o **PLEXI-melt** packaging consists of 30 lb. (13.6 kg) blocks of product with 70 packages per pallet, weighing 2100 lb. (952 kg). To use, the pallet wrap is removed, and individual blocks are placed in the melter. There are no cardboard boxes or other cardboard components to open, empty, handle, or dispose of. PLEXI-melt packaging quickly melts into the product without affecting specification conformance.

WARRANTY CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, CrafcO shall not be responsible for improperly applied or misused products. Remedies against CrafcO, Inc., as agreed to by CrafcO, are limited to replacing nonconforming product or refund (full or partial) of purchase price from CrafcO, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by CrafcO, Inc., whichever is earlier. There shall be no other warranties expressed or implied. For optimum performance, follow CrafcO recommendations for product installation.

July 22, 2019

Mr. Jim Powell
City of Belton, MO
520 Main Street
Belton, MO 64012

Email: jpowell@belton.org
Phone No: 816-331-9455
Fax No: 816-331-8973

Re: **2019 Maxwell 650 Crack Seal**
Expires 9-30-19

Dear Mr. Powell:

Vance Brothers, Inc. is pleased to quote the following:

PRODUCT/SERVICE	PRICE
Maxwell 650 Cardboard Box	\$0.52/lb FOB Belton, MO
Freight	Included

Delivery terms are as follows:

- PRICE BASED ON FULL TRUCKLOAD QUANTITY OF APPROXIMATELY 46,500 LBS.
- AVERAGE COST OF FULL TRUCKLOAD IS \$24,180.00 BASED ON 46,500 LB LOADS.
- RETURNED PRODUCT MAY BE SUBJECT TO A \$100.00 UNLOADING CHARGE AND A RESTOCKING CHARGE OF 20% PER POUND.
- PRICES DO NOT INCLUDE ANY APPLICABLE SALES TAX.

NOTE: Buyer hereby accepts the conditions of sale accompanying this agreement. This quotation must be signed and returned via facsimile to 816-923-6472 or digitally signed and returned via email to mbrost@vancebrothers.com within five (5) days of the above date.

By signing this quote, the buyer is not required to purchase the material and quantity quoted, however, Vance Brothers reserves the right to not honor the quoted price without a returned quotation in the allotted time frame. NO EXCEPTIONS.

Thank you for allowing Vance Brothers to submit this quotation. Please contact me if you have any questions or concerns.

Sincerely,
VANCE BROTHERS, INC.



Mike Mitchell
Director of Sales

MM/mb

Accepted By
City of Belton, MO

Date: _____



phone: 800.821.8549 816.923.4325 fax: 816.923.6472 web: vancebrothers.com

5201 Brighton

Kansas City, Missouri

64130

MAXWELL PRODUCTS

ELASTOFLEX 650

DATA SHEET

MAXWELL PRODUCTS, INC.
SALT LAKE CITY, UT
800.266.2090

Elastoflex 650 is a hot applied, polymer modified crack and joint sealant for use with asphalt and concrete pavements. This product applies and sets up best in up to hot temperatures, and is highly durable in cold to hot climates. Elastoflex 650 is self leveling, fast setting and quick melting. Formulated with a medium viscosity for all-round ease of application, it is ideal for highways, county roads, municipal streets, parking lots and pathways. Elastoflex 650 is a great value for stretching pavement maintenance dollars.



SPECIFICATION

TEST METHOD:

CONE PENETRATION : 77°F (25°C), 150G, 5S : ASTM D5329
 CONE PENETRATION : 39°F (4°C), 200G, 60S : ASTM D5329
 SOFTENING POINT : ASTM D36
 FLEXIBILITY : 1 IN (25MM) MANDREL, 90 DEG BEND, 2S : ASTM D3111
 TENSILE ADHESION : 77°F (26°C) : ASTM D6329
 DUCTILITY : 77°F (26°C) : ASTM D1113
 RESILIENCE : 77°F (25°C) : ASTM D5329
 ASPHALT COMPATIBILITY : 140°F (60°C), 72 HR : ASTM D5329

MEETS REQUIREMENTS OF: ASTM D5078

RESULT:
 50 DMM MAX
 16 DMM MIN
 205°F (96°C) MIN
 PASS 0°F (-18°C)
 500% MIN
 40 CM MIN
 40% MIN
 PASS

APPLICATION INSTRUCTIONS

Read and follow application instructions before use. This product must be heated using indirect heating methods, either a double boiler or hot oil circulating kettle. Equipment must have means of maintaining constant agitation to the material. Maximum safe heating temperature: 400°F (204°C). Recommended application temperature: 380°F (193°C).

WARRANTY

Maxwell Products, Inc. warrants that our products will be free from defects in material or workmanship and will conform to our published specifications at the time of shipment. Due to the many differing procedures used in preparing and installing materials, and differing surfaces on which our products may be applied, Maxwell Products assumes no liability for the failure of our products due to improper surface preparation, surface composition, installation, equipment failure or operator errors. In the event our products fail to conform to our published specifications at the time of shipment, we will, at our expense and sole option, replace our defective product or give you a full or partial refund of the purchase price from Maxwell Products. Claims must be made within three (3) months of the date of purchase. MAXWELL PRODUCTS HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Generated July 23, 2019.
 Please visit <http://maxwellproducts.com> for the current version of this document.

SECTION IX
D



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 13, 2019

DIVISION: Public Works/Water Services

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

The Wastewater Treatment Facility uses a dump truck for daily operations for the processing of sludge. This dump truck is critical to daily work and reliability is crucial since a breakdown will impact the storage and transportation of sludge for disposal.

Truck No. 35 is a 2000 GMC C-8500 Dump Truck with 140,000 miles. This truck was put into service in 2000, and per the Vehicle Equipment Replacement Program (VERP), it is due for replacement.

After a replacement truck is received, the old truck will be cleaned and sanitized for other needs. This truck will be used for the hauling of snow during snow removal operations. Once this truck begins to have more mechanical issues and is no longer dependable for snow removal operations, it will be taken to City Council for disposal approval through the City's approved auctioneer.

Staff recommends the purchase of a 2021 International Dump Truck with Viking-Cives elliptical dump body bed Model SSRXL-155058 to replace Truck No. 35. This truck purchase is an approved Capital Outlay item in the Water Services/Wastewater FY2020 budget.

Bids were prepared using the State of Missouri, Office of Administration, Division of Purchasing, Missouri Department of Transportation cooperative contract. Each dealership's base model and option packages were cross referenced before selecting a dealership for quoting needs.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	International Truck & Engine Corp/Viking-Cives Midwest, Inc.	
Amount of Request/Contract:	\$	125,854.00
Amount Budgeted:	\$	150,000.00
Funding Source:	660-0000-495-7400	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	24,146.00

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of a 2021 International Dump Truck with Viking-Cives elliptical dump body bed Model SSRXL-155058 from International Truck & Engine Corp. in Fenton, Missouri for a total purchase price of \$125,854.00.

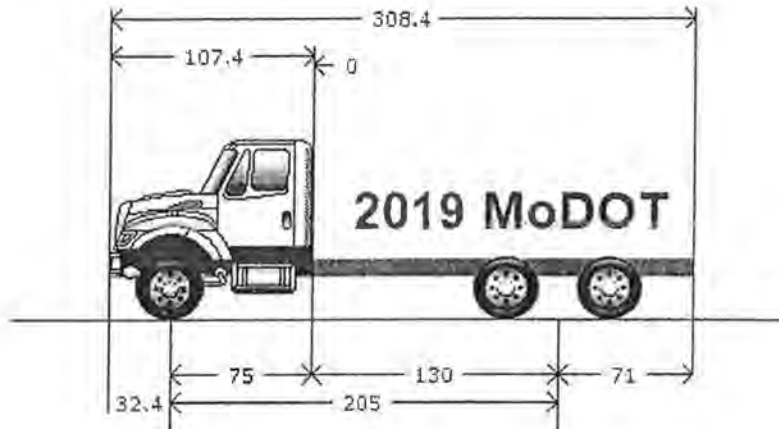
LIST OF REFERENCE DOCUMENTS ATTACHED:

- International Truck & Engine Corp. Missouri State Contract No. IFB605CO18000696 Dump Truck
- Viking-Cives Midwest, Inc. Missouri State Contract No. IFB605CO18000696 Dump Truck Bed

Prepared For:
 City of Belton
 Don Tyler
 506 Main St.
 Belton, MO 64012-2514
 (816)331 - 4331
 Reference ID: N/A

Presented By:
 INT'L TRK & ENGINE CORP
 Martin White
 900 S HIGHWAY DR STE 103
 FENTON MO 63026 -
 (636)343-6800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2021 HV507 SFA (HV507)

AXLE CONFIG:	6X4
APPLICATION:	Front Plow with spreader
MISSION:	Requested GVWR: 58000. Calc. GVWR: 56000 Calc. Start / Grade Ability: 21.25% / 2.09% @ 55 MPH Calc. Geared Speed: 69.7 MPH
DIMENSION:	Wheelbase: 205.00, CA: 130.00, Axle to Frame: 71.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2017, 350HP @ 2000 RPM, 1150 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DFR} Single Reduction, 40,000-lb Capacity, w/.433"(11mm) Wall Housing Thickness, R Wheel Ends Gear Ratio: 5.86
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L G289 WHA (GOODYEAR), 484 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G G622 RSD (GOODYEAR), 497 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX-400-54} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
PAINT:	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
HV50700	Base Chassis, Model HV507 SFA with 205.00 Wheelbase, 130.00 CA, and 71.00 Axle to Frame.	\$92,332.00
1570	TOW HOOK, FRONT (2) Frame Mounted	\$84.00
1572	TOW HOOK, REAR (2)	\$75.00
1AND	AXLE CONFIGURATION {Navistar} 6x4	\$1,524.00
	<u>Notes</u> : Pricing may change if axle configuration is changed.	
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	\$783.00
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty	\$0.00
1WBC	CROSSMEMBER, SUSPENSION (1) 7-Piece Steel in lieu of (1) Double Dogbone, Forward	\$139.00
1WGB	WHEELBASE RANGE 177" (450cm) Through and Including 226" (575cm)	\$611.00
1WMA	CROSSMEMBER, INTERMEDIATE (1) 5-Piece in lieu of Each Single Dogbone with 4x2 & 4x4 Chassis; Each Double Dogbone with 6x4, 6x6 & 8x6 Tridem Chassis	\$429.00
2ARU	AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity	\$2,100.00
3ACP	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 16,000-lb Capacity, Less Shock Absorbers	\$350.00
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	\$0.00
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6	
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers	(\$1,368.00)
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	\$542.00
	<u>Notes</u> : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.	
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	\$0.00
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	\$0.00
4EBT	AIR DRYER {Bendix AD-IP} with Heater	\$526.00
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake	\$0.00
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	\$0.00
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic	\$138.00
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic	\$376.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	(\$3,048.00)
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	\$0.00
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	\$50.00
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail	\$151.00
4WBX	DUST SHIELDS, FRONT BRAKE for Air Brakes	\$35.00
4WDM	DUST SHIELDS, REAR BRAKE for Air Brakes	\$140.00
4WDW	BRAKE CHAMBERS, SPRING on Rear/Rear Axle Located Inside Rear Tire Envelope (Meets Asphalt Spreader/Paver Clearance Requirements)	\$48.00
5708	STEERING COLUMN Tilting	\$125.00
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	\$0.00
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power	\$1,159.00
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4	\$612.00
7BEV	AFTERTREATMENT COVER Steel, Black	\$0.00
7BKS	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	\$2,128.00
7WAZ	TAIL PIPE (1) Turnback Type	\$64.00
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	\$133.00
7WDM	EXHAUST HEIGHT 10'	\$0.00
7WZY	SWITCH, FOR EXHAUST 2 Position, Lighted & Latching, On/Off Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in On Position	\$31.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	\$0.00
	<u>Includes</u>	
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab	
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel	
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever	
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light	
	: STARTER SWITCH Electric, Key Operated	
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector	
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature	
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever	
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted	
	: WIRING, CHASSIS Color Coded and Continuously Numbered	
8518	CIGAR LIGHTER Includes Ash Cup	\$18.00
8GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount	\$0.00
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	\$103.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	\$211.00
8RMP	RADIO AM/FM/WB/Clock/3.5MM Auxillary Input	\$368.00
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	\$48.00
8THB	BACK-UP ALARM Electric, 102 dBA	\$120.00
8TME	TRAILER CONNECTION SOCKET 7-Way; Mounted at Rear of Frame, Wired for Turn Signals Independent of Stop, Compatible with Trailers That Have Amber or Side Turn Lamps	\$439.00
8VAY	HORN, ELECTRIC Disc Style	\$0.00
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab	\$101.00
8VZK	TURN SIGNALS, FRONT Dual Face, LED, Amber/Red, Mounted on Top of Fender, Used with Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors	\$187.00
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	\$42.00
8WGR	SOLENOID, AIR for Customer Use; Provides (6) Normally Open Pilot Air Source, Approx. 4 CFM; Includes Latched Switch in Cab; Air Exhausted Only with Key in "Ignition" or "Accessory" position; Air Will be Supplied with Key in "Off" Position	\$363.00
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	\$59.00
8WPH	CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade	\$0.00
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	\$42.00
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	\$42.00
8WTK	STARTING MOTOR (Delco Remy 38MT Type 300) 12 Volt; less Thermal Over-Crank Protection	\$193.00
8WTP	COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side	\$48.00
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	\$0.00
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened	\$42.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	\$0.00
8XHD	BATTERY DISCONNECT SWITCH 300 Amp; Cab Mounted, Disconnects Charging Circuits; Locks with Padlock	\$397.00
8XHN	HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord	\$94.00
9AAB	LOGOS EXTERIOR Model Badges	\$0.00
9AAE	LOGOS EXTERIOR, ENGINE Badges	\$0.00
9HAN	INSULATION, UNDER HOOD for Sound Abatement	\$167.00
9HBM	GRILLE Stationary, Chrome	\$0.00

INTERNATIONAL[®]**Vehicle Specifications
2021 HV507 SFA (HV507)**

July 01, 2019

<u>Code</u>	<u>Description</u>	<u>List (US DOLLAR)</u>
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	\$76.00
9WAC	BUG SCREEN Mounted Behind Grille	\$131.00
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	\$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	\$0.00
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"	
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	\$0.00
10SLV	PROMOTIONAL PACKAGE Government Silver Package	\$0.00
10WCY	SAFETY TRIANGLES	\$47.00
10XBA	DO NOT LINESET Sales Has Instructed CRC to Not Allow Orders to Lineset Until They Give Approval	\$0.00
11001	CLUTCH Omit Item (Clutch & Control)	\$0.00
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	\$0.00
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	\$98.00
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door	
12EHW	ENGINE, DIESEL {Cummins L9 350} EPA 2017, 350HP @ 2000 RPM, 1150 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)	\$11,964.00
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed	\$0.00
	<u>Includes</u> : FAN Nylon	
12UWY	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core and 1167 SqIn Charge Air Cooler	\$0.00
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	
12VAL	AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control	\$396.00
12VGZ	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2019	\$0.00
12VXV	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel	\$0.00
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	\$0.00
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines	\$45.00
13AVR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	\$10,451.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type	\$898.00
13WDZ	SHIFT CONTROL PARAMETERS Allison S-1 Performance Programming in Primary and Allison Fixed Programming in Secondary	\$48.00
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter	\$50.00
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	\$203.00
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	\$0.00
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	\$141.00
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission	\$0.00
14GVY	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DFR} Single Reduction, 40,000-lb Capacity, w/.433"(11mm) Wall Housing Thickness, R Wheel Ends . Gear Ratio: 5.86	\$8,533.00
14ULX	SUSPENSION, REAR, TANDEM {Hendrickson HMX-400-54} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings	\$4,249.00
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles with Bar-Pin Beam Attachment Type Suspensions	\$0.00
14WBV	SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam	\$878.00
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab	\$89.00
15LLZ	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 41" Back of Cab	\$50.00
15LMR	FUEL/WATER SEPARATOR (Racor 400 Series,) with Primer Pump, Includes Water-in-Fuel Sensor	\$0.00
15SJR	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab	\$453.00
16030	CAB Conventional, Day Cab	\$0.00
16BAM	AIR CONDITIONER with Integral Heater and Defroster	\$923.00
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display	\$0.00
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	\$48.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	\$0.00
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	\$116.00
16RPV	SEAT, PASSENGER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust	\$508.00
16SNP	MIRRORS (2) C-Loop, Power Adjust, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width	\$267.00

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

INTERNATIONAL[®]**Vehicle Specifications
2021 HV507 SFA (HV507)**

July 01, 2019

<u>Code</u>	<u>Description</u>	<u>List (US DOLLAR)</u>
16VCC	SEAT BELT All Orange; 1 to 3	\$26.00
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	\$0.00
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap	
16WBY	ARM REST, RIGHT, DRIVER SEAT	\$39.00
16WBZ	ARM REST, LEFT, PASSENGER SEAT	\$39.00
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	\$367.00
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	\$76.00
16WSK	CAB REAR SUSPENSION Air Bag Type	\$0.00
16XJN	INSTRUMENT PANEL Flat Panel	\$0.00
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	\$0.00
27DPN	WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc	\$224.00
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs	\$254.00
29WAP	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel	\$24.00
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels	\$48.00
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	\$790.00
7372138102	(8) TIRE, REAR 11R22.5 Load Range G G622 RSD (GOODYEAR), 497 rev/mile, 75 MPH, Drive	\$432.00
7782548109	(2) TIRE, FRONT 315/80R22.5 Load Range L G289 WHA (GOODYEAR), 484 rev/mile, 68 MPH, All-Position	\$736.00
	Total of Product Features	\$147,070.00

Cab schematic 100WK

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

Services Section:

INTERNATIONAL®Vehicle Specifications
2021 HV507 SFA (HV507)

July 01, 2019

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	\$0.00
40PHG	SRV CONTRACT, EXT VEH COVERAGE {Navistar} To 24-Month/50,000 Miles (80,000 km), Excludes Extended Warranty for Engine and Transmission	\$900.00
40TMS	SRV CONTRACT, EXT CMMS ENGINE {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1	\$3,200.00
	Total of Service Features	\$4,100.00
	Total List Price Including Options:	\$151,170.00
1	Viking 15' Stainless Steel Dump Body - Proposal # 165367 6/7/19 Revised 07/01/19	\$40,295.00
	Total Body Allied:	\$40,295.00

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Net Sales Price:		\$125,854.00
Memo Item(s):		
Total Federal Excise Tax	\$0.00	
Total Taxes:	\$0.00	
Warranty:	\$0.00	
Body/Allied Equipment:	\$40,295.00	
Note: Memo Item(s) shown here are included in the above Net Sales Price.		

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



22956 Hwy 61
 PO Box 295
 Morley, MO 63767
 Phone: 573-262-3545
 Fax: 573-262-3369

Quote

Quote #	Date
165367	06/07/19

Customer		
INTERNATIONAL TRUCK & ENGINE - NAVISTAR 900 S. HWY DRIVE SUITE 103		
FENTON	MO	63026

Ship To		
City of Belton 506 Main Street		
Belton	MO	64012

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	DARYL	06/07/19	VCM	MORLEY, MO	

Item	Description	Ordered	UOM	Price Per	Total Price
MO18BASETA	Viking-Cives Tandem Axle Equipment with 15' Stainless Steel Dump Body and Certified Power Hydraulics (MoDOT CONTRACT IFB605CO18000696)	1.00	EA	59,846.00	59,846.00
ACCOUNT:5104-01 Direct Purchase	In lieu of MO-Dot Contract: Elliptical dump body Model SSRXL-155058 AR450 floor (3/16") 50" sides. 58" tailgate. (SS201 stainless steel). Air tailgate. LED Body light kit. 1/2 cab shield. Maihot trunnion mount hoist. Aero electric arm tarp with tension hoop. Asphalt load cover. Front and rear mudflaps. PTO hydraulic system with side mount tank. Air controls with feathering. Pintle Plate with 30 ton pintle hook. Installed.	1.00	EA	-22,451.00	-22,451.00
MO18TAOPT21	Dump body shaker	1.00	EA	995.00	995.00
MSRP9240	Wireless 7" LCD quad view backup camera system (includes one (1) camera and one (1) enclosure)	1.00	EA	1,305.00	1,305.00

Prepared By: dhay@vikingcivesmidwest.com

Memo:

Sub-Total	39,695.00
Shipping	600.00
Discount	0.00
Taxes	0.00
Total	40,295.00

Customer must fill out the information below before the order can be processed.

Accepted by: _____ Date: _____ P.O.#: _____

*Quoted price does not include any applicable taxes.

*Terms are Due Upon Receipt unless prior credit

*Terms for established accounts. NET 30 days

*Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis

SECTION IX

E



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 13, 2019
ASSIGNED STAFF: James R. Person
DEPARTMENT: Police

Approvals

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

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

ISSUE/REQUEST: To approve the renewal for the building security (video camera system) maintenance agreement from Kenton Brothers

PROPOSED CITY COUNCIL MOTION: To renew the video camera system maintenance agreement from Kenton Brothers in the amount of \$4,559.95.

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

The agreement is for upgrades and support of the software for each system. This cost of the renewals is included in the FY20 budget. Nothing has changed.

IMPACT / ANALYSIS:

Agreement will cover software upgrades and labor costs for the video system and cameras.

FINANCIAL IMPACT

Contractor:	Kenton Brothers, Inc.
Amount of Request/Contract:	\$4,559.95
Amount Budgeted:	\$38,500.00
Funding Source:	010-3800-400-2015 General Fund
Additional Funds	\$
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

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

List of reference Documents Attached:

Memo from Lieutenant Norman Shriver
Quote
Maintenance and Agreement



**Belton Police
Department**

Memo

To: Chief James Person
From: Lt. Norman Shriver
Date: 08/02/19
Re: Milestone / S2 renewals

Attached is a copy for the annual renewal of the Milestone (cameras) and S2 (access control) support with Kenton Brothers Inc. This is for upgrades and support of the software for each system. Also attached are the standard terms and conditions between the city and Kenton Brothers which had previous been approved.

The total cost of these renewals is \$4559.95 which was approved in the current year's budget.

I would request this be placed on the next regular scheduled council meeting for their approval.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Norman Shriver", written in a cursive style.

Lt. Norman Shriver



Proposal: 13795-1-0

Milestone SUSP Renewal

Prepared for:

Belton Police Department
7001 E 163rd St
Belton, MO 64012

P
E
W

Proposal Issued
8.1.2019

Proposal Valid To
9.12.2019

CLIENT INFORMATION

Name: Belton Police Department

Site:
7001 E 163rd St
Belton, MO 64012

Billing:
7001 E 163rd St
Belton, MO 64012

Contact:

PROJECT DESCRIPTION

Project Objectives

To ensure a successful implementation and completion of this project, the following objective(s) will be completed by Kenton Brothers Inc.

- Upgrade Milestone software update support plan through 9/2020
- S2 software upgrade support plan for 1 year through 2/28/21

The services and hardware proposed in this document are developed based on the information provided by Belton PD. The configuration and technical details set forth in this document are intended to provide Belton PD with a solution designed to meet the current and future needs of the company.

Project Scope of Work

Video System Description

Update Milestone video software for one year.

Access Control system update

Update S2 to latest version. Verify nodes update and reconnect. Verify Badge Printing.

Video Server

- Upgrade Video Server software to latest version.
- Verify Motion recording settings, adjust motion detection as needed
- Verify storage settings and adjust as needed

Workstations/Video Clients

- Update up to 5 workstations. Train customer on updating if more than 5 workstation need updating.
- Update video software mobile app on up to 5 Apple / Android devices provided by customer. Devices must be available at time of installation. Devices must be compatible with video system.

Warranty



- Materials are warranted according to the manufacturer's warranty (minimum 1 year)
- Labor and workmanship is warranted for 90 days.

Software Upgrade Plans (SUP)

- SUPs are included for 1 year. Continued software support is recommended to keep system updated with new features and security patches.

Customer Requirements

The customer will provide items below to allow for a successful project implementation.

- Grant KB consultants and engineers reasonable access to facilities, IT systems, and administrative access rights needed to complete this project.
- Provide adequate workspace for KB personnel.
- Make available all participating customer personnel so as to facilitate timely completion of this project and the knowledge transfer process.
- Execute the timely review and approval of deliverables and project completion documentation in support of the overall project plan and objectives.
- Any security clearances required by customer will be supplied the by customer in a timely manner.
- Any safety or other training required by customer, not otherwise included in scope, will be an additional charge. Customer must notify KB of any specific training time requirements.
- Provide all usernames and password to complete scope.
- Provide internet security for server / NVR.
- Provide network routing and connectivity for cameras, workstations, servers, mobile applications.
- Kenton Brothers definition of PPE (Personal Protective Equipment) is: hard hat, safety glasses, steel toed boots, ear plugs, lift harness, high visibility vest. Any additional requirements must be communicated prior to quote acceptance.
- Verify that the job site is ready for KB to perform the installation before scheduling the installation.
- Any time that work cannot reasonably be performed must be disclosed before project acceptance. This included periods of time that KB technicians cannot make noise and/or access needed equipment, doors or wire paths.

KB will charge the customer additional fees for any down time occurred during the installation if customer requirements are not met.

Project Assumptions

- Any and all training provided as a part of the project scope is designed to give clients an initial exposure to the systems involved. It is not designed to be a replacement for the comprehensive material offered by the manufacturer's education services.
- All outdoor lighting is operating as designed.
- All work will be performed with a 6'-8' ladder.



- Lift can be driven on grounds as needed, no landscaping repair is included.
- All work will be performed during normal business hours unless otherwise noted in the scope of work.

Project Exceptions

- No roof penetrations will be provided, unless otherwise specified in scope.
- 120VAC power will not be provided unless otherwise specified in scope.
- Power suppression (lighting protection) is not included unless otherwise specified in scope.
- Permits and permit fees are not included unless otherwise specified in scope.
- Conduit / raceway is not included unless otherwise specified in scope.

PROJECT BUDGET

Milestone SUSP \$1,782.05

QTY	Manufacturer	Part #	Description
55	MILESTONE SYSTEM	YXPPCL	One year Care Plus for XProtect Professional Devic

Equipment Subtotal:	\$1,263.35
Labor Subtotal:	\$500.00
Misc. Items SubTotal:	\$18.70
Milestone SUSP Subtotal:	\$1,782.05

S2 SUSP \$2,777.90

QTY	Manufacturer	Part #	Description
1	S2 Security Corporation	S2-SUSP-64	One Year Software Upgrade and Support Plan (64 Por

Equipment Subtotal:	\$2,244.24
Labor Subtotal:	\$500.00
Misc. Items SubTotal:	\$33.66
S2 SUSP Subtotal:	\$2,777.90

Financial Summary

Total Proposal Amount:	\$4,559.95
Note: The above price does not include sales tax.	



PROJECT INVESTMENT SUMMARY

System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the sum of: **\$4,559.95**

Taxes are not included and will be charged additionally.

Payment Terms:

Payment shall be Net 30 of invoice date.

PROJECT EXCLUSIONS, CLARIFICATIONS & ASSUMPTIONS

	Include / Exclude			Include / Exclude	
AutoCad Plans & Drawing files	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stub Ups & Back Boxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Submittals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prevailing Wage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduit	<input type="checkbox"/>	<input checked="" type="checkbox"/>
System Training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Coring	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Network Cabling & Infrastructure	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fire Stopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Telephone Line	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Patch & Touch-up Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>
120vac Power	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Door/Frame Preparation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Locking Hardware	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Installation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Remote Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>
On Site Support	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lift Rental	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			Bonding	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Clarifications & Assumptions

Kenton Brothers labor is provided during normal business hours Monday through Friday from 8:00 AM - 4:30 PM.

Overtime is not included and will be charged additionally.

Kenton Brothers will broom sweep floors and dispose of Kenton Brothers created trash daily within job site provided containers.

Taxes are excluded unless specifically shown as included at pricing summary lines.

Deliveries will be made during normal business hours. Overtime delivery is not included.

Final testing and system delivery is included as per the project schedule only.



PROJECT ACCEPTANCE

Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Schedule of Equipment** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Kenton Brothers is hereby authorized to perform the work as specified.

AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "Agreement") is made and entered into effective as of August 08, 2019 (the "Effective Date") by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("KB") and the above-identified customer ("Customer"). By signing this Agreement, KB agrees to provide the security equipment, software and/or services identified in the schedule(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement (each a "Schedule" and collectively the "Schedules") and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Schedules.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Accepted By: **Kenton Brothers**
Name: Gina Stuelke

Signature: 

Title: CEO

Date: 8/8/19

Accepted By: **Belton Police Department**
Name: _____

Signature: _____

Title: _____

Date: _____



STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

- (a) "CCTV" means closed circuit television.
- (b) "Customer Location(s)" means the location(s) of Customer identified in the Schedule.
- (c) "Effective Date" means the effective date of this Agreement established on page 1 hereof.
- (d) "Equipment" means locking hardware, keying system hardware, cameras, alarms, doors, monitors, and other materials and tangible items
- (e) "Fees" means the KB's costs, expenses and any other charges for the Equipment, Software, Services or other items pursuant to this Agreement and/or in the applicable Schedule.
- (f) "Installation Services" means the process by which KB installs Equipment and/or Software for Customer pursuant to a Schedule.
- (g) "Leased Equipment" means Equipment that KB leases, or agrees to lease, to Customer pursuant to the terms of a Schedule.
- (h) "Licensed Software" means the machine readable forms of computer software programs and interfaces developed by KB that KB licenses, or agrees to license, to Customer pursuant to a Schedule, and all items of associated documentation, together with new releases, updates, corrections and patches to same.
- (i) "Purchased Equipment" means Equipment that KB sells, or agrees to sell, to Customer pursuant to the terms of a Schedule.
- (j) "Remote Video Equipment" means Equipment KB sells or leases, or agrees to sell or lease, to Customer pursuant to the terms of a Schedule for establishing, maintaining and/or operating a system of CCTV components at Customer Location(s) which Customer's authorized personnel can view from any computer or smart phone connected to high speed Internet.
- (k) "Remote Video Server Access" means access via the Internet to KB's remote video server which finds the IP address associated with Customer's CCTV components in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities.
- (l) "Schedule" means any purchase schedules or other order forms executed by the parties and incorporating this Agreement pursuant to which Customer may order Equipment, Software or Services from KB, together with all exhibits and schedules thereto. Schedules become effective upon execution by both parties.
- (m) "Services" means the services (including related documentation, content and materials provided in conjunction therewith) that KB provides or agrees to provide to Customer pursuant to the terms of this Agreement and a Schedule, including any changes, modifications, improvements and enhancements KB provides pursuant to a Schedule and this Agreement.
- (n) "Software" means the Licensed Software and Sublicensed Software.
- (o) "Sublicensed Software" means all third-party manufacturer firmware (embedded software accompanying Equipment) and all third-party software and interfaces that KB sublicenses, or agrees

to sublicense, to Customer pursuant to a Schedule, together with new releases, updates, corrections and patches to same developed by third party.

(p) "Maintenance and Support Services" means the Services described in Section 5 that KB provides, or agrees to provide, to Customer pursuant to a Schedule.

(q) "Maintenance and Support Services Schedule" means a Schedule in which Customer elects to purchase Maintenance and Support Services.

(r) "Work Product" means any designs, custom software programs, documentation, techniques, methodologies, inventions, analysis frameworks, procedures developed or introduced by KB in the course of or as a result of KB performing any Services, whether acting alone or in conjunction with Customer or its employees or others.

2. STANDARD TERMS AND CONDITIONS

The terms and conditions of this Agreement govern each Schedule. If there is any express conflict between the terms of this Agreement and the terms of a Schedule, the terms of the Schedule shall govern and control to the extent of such conflict. If the terms of this Agreement refer to or contain provisions governing types of Equipment, Software or Services that are not included in the Schedule, then said references to non-covered items herein shall be deemed omitted for purposes of such Schedule.

3. SERVICES

(a) Services. During the term of this Agreement, KB will provide the Services set forth on the applicable Schedule. Unless otherwise expressly provided in a Schedule, the Services (including, without limitation, Maintenance and Support Services described in Section 5) shall not include: (i) electrical work external to the Equipment or repair of damage or replacement of parts resulting from failure of electrical power or air conditioning; (ii) repair or replacement of damaged Equipment or Software (or parts thereof) resulting from catastrophic, accident, acts of God, neglect, misuse of equipment, or unauthorized modifications, repairs or reinstallation of any equipment by the Customer; (iii) any system or operational malfunction or failure not attributable to the Equipment or Software; (iv) relocation or reinstallation of Equipment or Software; or (v) assisting the Customer in obtaining any licenses or permits required by federal, state, or local entities.

(b) Changes in Scope of Work. Customer may from time to time desire to make changes in the scope of work set forth in the applicable Schedule. Variations to the scope of work, to the Equipment, Software or Services or to any specifications regarding the Equipment, Software or Services may require additional fees or result in reduced Fees and/or may alter the time schedule for performance. Subject to the below terms, such changes must be in writing and accepted by both parties to be effective. If any such change causes an increase or decrease in the estimated Fees or causes a time schedule change from that originally agreed upon, KB will provide written notice to Customer of the change in Fees or scheduling. If such changes are acceptable to both parties, they shall execute a new or revised Schedule, change order or other written document acceptable to both parties, reflecting the changes.

(c) Additional Services. At Customer's request, upon mutual agreement, KB may provide services not included in Services or are furnished beyond the term of the Schedule. In such event, KB shall charge Customer for such additional services at the KB published rates in effect at the time the labor and parts are furnished. Labor charges shall include travel time to and from installation site and shall be computed to the nearest one-half (1/2) hour with a minimum charge per call based upon a two (2) hour period. If travel expenses are required they shall be billable at KB's costs, or, if commercial transportation is used, at the actual cost of such commercial transportation. Other travel costs, such as per diem, lodging, parking and tolls shall be invoiced to Customer as incurred.

(d) Design Services. If the Services identified in the Schedule include design services, all drawings, specifications and other documents and electronic data that KB furnishes to Customer are deemed Work Product of KB and KB shall retain ownership and property interests therein, including copyrights thereto. Upon Customer's payment in full for all Equipment, Software and Services required in the Schedule, KB grants to Customer a limited, non-exclusive, perpetual license to use the Work Product in connection with the Customer Location(s) identified in the Schedule, conditioned on Customer's express understanding that its use of the Work Product is at Customer's sole risk and without liability or legal exposure to KB or anyone working by or through KB.

(e) Installation Services. If and to the extent Customer purchases Installation Services pursuant to a Schedule, Customer authorizes KB to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary for the installation as determined by KB in its discretion. KB shall not be liable for any damage or loss sustained by any such alteration or by any delay in installation, equipment failure or interruption of service due to any reason or cause, including, without limitation, KB negligence.

4. EQUIPMENT AND SOFTWARE

(a) Equipment Purchase. Customer agrees to purchase from KB the Equipment described as Purchased Equipment on a Schedule.

(b) Equipment Lease. Customer agrees to lease from KB the Equipment described as Leased Equipment on a Schedule.

(c) Licensed Software. Subject to the terms and conditions of this Agreement (including the applicable Schedule), KB grants to Customer a non-exclusive, limited, non-transferable license to use, and permit end-users to use, the Software described as Licensed Software on a Schedule solely during the license term set forth in the Schedule and solely at the Customer Location(s) for its internal purposes.

(d) Sublicensed Software. KB grants to Customer a non-exclusive, limited sublicense to use the Software embedded in the Equipment described on a Schedule or described as Sublicensed Software on a Schedule, subject to the limitations, restrictions and other terms imposed by the third-party supplier as further described in Section 4.(f).

(e) Shipping. By signing a Schedule, Customer authorizes KB to arrange (and invoice Customer for) shipping and in-transit insurance for the Equipment. The Equipment is priced F.O.B. manufacturer's plant.

(f) Risk of Loss. Risk of loss transfers to Customer upon delivery of possession to the shipment carrier. Claims alleging error or shortage will not be considered unless made in writing, within the time limits specified by the carrier. The goods shown

on the invoice, packing list and bill of lading shall govern all cases unless such notice is timely given to the carrier with copy to KB.

(g) Disclaimer of Warranties; Third-Party Terms. Except as expressly provided in Section 12, KB makes no warranties, express or implied, to Customer regarding any Equipment or Software. If and to the extent KB's third-party suppliers or third-party manufacturers extend warranties on any of the Equipment or Software, KB passes through such warranties to Customer. Sublicensed Software may be subject to pass-through terms from the third-party suppliers. Customer shall comply with all terms and restrictions of third-party suppliers. Customer acknowledges that additional Fees may be charged for new releases and updates.

5. MAINTENANCE AND SUPPORT SERVICES

(a) Covered Maintenance and Services. If and to the extent Customer purchases Maintenance and Support Services pursuant to a Schedule, KB, through KB's staff and/or third-party contractors, will provide Maintenance and Support Services for the Equipment and/ Software identified on the applicable Schedule. Maintenance and Support Services included in KB's annual maintenance Fee are: (i) an annual service call to inspect and confirm the operation of the Equipment and Software, the timing of which annual check shall be determined at KB's discretion and may be performed during any service call scheduled for other purposes; (ii) remote diagnosis during Regular Business Hours to identify the source of any reported problem with the covered Equipment and /or Software and remote repair of the covered Equipment and Software during Regular Business Hours; (iii) if and to the extent KB, in its sole discretion, determines that any on-site diagnosis or repair is necessary to address a reported problem with covered Equipment and/or Software, on-site service call(s) during KB's Regular Business Hours; and (iv) parts needed to repair covered Equipment if and to the extent they are available for reasonable cost.

(b) Exclusions. Unless otherwise expressly provided in a Schedule, the Maintenance and Support Services shall not include: (i) after-hours labor or service calls as further described in Section 5(d); (ii) any items or work described in Section 3(a)(i) through (v); (iii) the cost of replacing any Equipment when it is not capable of repair or not feasible to repair (e.g. when the parts needed to repair are not available at a reasonable cost); or (iv) the cost of purchasing any Software updates, new releases or replacements needed to repair or resolve issue.

(c) Regular Business Hours. KB's Regular Business Hours are between the hours of 8:00 a.m. and 4:30 p.m. CST, Monday through Friday, excluding KB-recognized holidays.

(d) After-Hours Support and Fees. Telephone support is available outside Regular Business Hours through an answering service at (816) 842-3700. The Fees for remote or on-site assistance outside of KB's Regular Business Hours are not included in KB's annual maintenance fee and are Additional Services subject to additional Fees pursuant to Section 3(c).

(e) Requests for Service Call. Customer requests for support or service calls can be reported to: support@KentonBrothers.com. Customer requests for support outside of Regular Business Hours are available through an answering service at (816) 842-3700.

(f) Non-KB Furnished Equipment. Any Equipment not purchased by Customer from KB or not otherwise provided by KB that is to be covered by a Maintenance and Support Services

Schedule shall be subject to inspection by KB to determine if it is in good operating condition. Any repairs or adjustments deemed necessary by KB to bring such Equipment up to good operating condition shall be made at Customer's expense with advance notice to Customer of the extent of the necessary repairs and estimated cost of repair (if repairs are to be made by KB). If Customer does not make such necessary repairs, then KB shall have no obligation to provide the Services related to such Equipment.

(g) Manufacturer's Warranty. Equipment and Software under manufacturer's warranty will be returned for repair or replacement in accordance to that third-party suppliers' returned material authorization policy.

(h) Required KB Approvals. Customer shall not perform any material repairs to the Equipment or Software without KB's prior approval and Customer shall not relocate, reinstall or modify any of the Equipment without KB's prior written approval. Nothing in the foregoing relieves Customer of responsibility for routine maintenance and the other obligations imposed in Section 8.(b).

(i) Term. The initial term of the Maintenance and Support Services shall commence on the date set forth in the applicable Maintenance and Support Services Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Maintenance and Support Services Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Maintenance and Support Services shall automatically renew for the additional, consecutive periods specified in the Schedule.

(j) Fees. The annual Fee for Maintenance and Support Services during the initial term, for the Equipment specified in applicable Schedule, shall be the amount set forth in the Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d). If Customer, with KB's approval, makes any additions, modifications or deletions to the Equipment listed in the Schedule, KB shall adjust the annual maintenance charge to reflect such changes. Any additional charges under Section 5.(d) shall be at KB's published rates in effect at the time that KB furnishes the additional services.

(k) Payment. Unless otherwise stated in the applicable Schedule, the annual Fee for Maintenance and Support Services shall be paid in equal monthly installments with each payment due in advance. KB shall invoice Customer for such amounts and payment shall be due monthly within fifteen (30) days of the invoice date. All other charges shall be invoiced following the work performed and due upon receipt.

6. REMOTE VIDEO EQUIPMENT AND/OR ACCESS SERVICE

(a) 90-Day Equipment Warranty. If Customer purchases as new any Remote Video Equipment pursuant to a Schedule, KB warrants, for a period of ninety (90) days from the date of installation by KB or from the date of sale if system is self-installed by Customer, that the Remote Video Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Remote Video Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. The conditions, limitation and other terms of this ninety (90)-day warranty are set forth in Section 12. Consistent with Section 12, KB disclaims all warranties, other than the warranty in this Section 6.(a).

(b) Remote Video Server Access. If and to the extent Customer purchases Remote Video Server Access pursuant to a Schedule, during the term of the Remote Video Access Service set forth in the Schedule, KB will provide Customer with access via the Internet to KB's remote video server which finds the IP address that Customer's closed circuit television ("CCTV") is using in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities. KB is responsible only for allowing access to its remote video server and will assign a unique passcode to Customer to enable such access. Customer is solely responsible for supplying all 110 Volt AC power, electrical outlets and receptacles, electric service, high speed Internet connection, high speed broadband cable or DSL, and IP address at Customer's premises where the CCTV system is installed. KB has no responsibility or liability for the same. For purposes of clarity, KB is not responsible for Customer's access to the Internet or for any interruption of service or down time of KB's remote video server. Customer also is solely responsible for installing, assigning and maintaining the security of all passcodes Customer assigns to the end users Customer authorizes to view the CCTV cameras.

(c) Term of Access. The initial term of the Remote Video Server Access shall commence on the date set forth in the applicable Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Remote Video Server Access shall automatically renew for the additional, consecutive periods specified in the Schedule.

(d) Fees. The annual Fee for Remote Video Server Access during the initial term shall be the amount set forth in the applicable Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d).

(e) Payment. Unless otherwise stated in the applicable Schedule, the annual Access Fee shall be paid in equal monthly installments with each payment due in advance through credit card/bank authorization pursuant to Section 7.(b). In the event Customer fails to timely pay the monthly access charge KB shall be permitted to terminate Customer's access to KB's remote video server without notice.

7. FEES AND PAYMENT

(a) Fees. Customer shall pay KB the Fees in the amount, at the times and in the manner set forth in this Agreement or the applicable Schedule. KB may, in its sole discretion, require a down payment or payment in full prior to shipment of the Equipment/Software or performance of the Services. Unless otherwise stated in the applicable Schedule, the contract price (less any down payment previously paid) for Equipment, Software and Installation Services per the Schedule shall be paid within thirty (30) days after the date of invoice. The address for payment is 1718 Baltimore Ave. Kansas City MO 64108 or such other address KB designates in writing. The stated Fees do not include any applicable taxes or duties, including without limitation, state and local use, sales and property taxes and duties. Customer is responsible for all taxes and duties incurred as a result of its subscription and use of or access to the Equipment, Software or Services (except for any taxes levied upon KB's income).

(b) Credit/Bank Card Authorizations. Customer acknowledges that KB's obligation to provide certain Services is conditioned

upon Customer providing and maintaining a valid credit card or bank debit authorization with KB that permits KB to receive payment by automatically charging to Customer's credit card or automatically debiting to Customer's bank account all Fees payable under the applicable Schedule. Unless otherwise provided in a Schedule, such credit card or debit authorization method of payment applies to Fees for Remote Video Server Access and third-party monitoring. In the event of non-payment through this method for any reason, such non-payment shall constitute a breach by Customer. KB shall not be required to send invoices or bills for these Services.

(c) Remedies for Non-Payment. If Customer does not timely comply with KB's payment terms or shows evidence of changed financial condition, KB may declare Customer in breach, suspend further access to the Services and/or terminate this Agreement at KB's sole option and pursue any or all of the following additional remedies: (i) collect interest at the lower of the rate of 1.533% per month or the maximum interest rate allowed under applicable law on all invoices older than thirty (30) days; (ii) require additional security or changes in the payment terms conditions; (iii) accelerate payment and declare the entire remaining Fees immediately due and payable to KB including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term and/or (iv) any other remedies available at law or in equity.

(d) Reimbursement of Expenses. Unless otherwise noted in a Schedule, Customer shall reimburse KB for any reasonable out-of-pocket expenses actually incurred by KB relating to KB's performance of its obligations under this Agreement.

(e) Changes to Fees upon Renewal Term. Fees for renewal terms may be changed by KB upon ninety (90) days' advance written notice.

8. CUSTOMER OBLIGATIONS

(a) Space; Facilities; Access. Customer, at its own expense shall provide KB with (i) ready access to the Equipment and Software at all reasonable times as necessary to perform the Services together with Customer's server(s) and other information technology systems to the extent necessary to perform the Services; (ii) adequate work and storage space and utilities; (iii) all electrical current, electrical current outlets, circuits and wiring required by the Equipment (and Customer is responsible for any ground loop or surge issues); (iv) a clean operating environment at the installation site which does not exceed the rated temperature, humidity and operation specifications of the Equipment; and (v) access to the Customer's network via the Internet to allow remote IT system support of relevant Equipment and Software at all times, including adequate bandwidth.

(b) Customer's Information Technology Systems. Although KB may need access to Customer's servers and other information technology systems to perform the Services, Customer is solely responsible for maintaining and operating the IT system and assuring that the integration of security components hereunder do not alter the proper functioning of Customer's network and systems.

(c) Maintenance; Unauthorized Relocation or Repair. Customer shall perform routine maintenance on the Equipment, such as keeping the Equipment clean, secure, and in a proper

environment, upgrading software, and any non-material equipment repair.

(d) Extraordinary Service Costs. If any specialized equipment is required to provide the Services to Customer (including, without limitation, special scaffolding or man-lift equipment), then Customer shall either provide such specialized equipment or reimburse KB for the cost of the rental or purchase of such specialized equipment. Such duty applies to all Services requiring specialized equipment, including, without limitation, Services included in Maintenance and Support Services.

9. THIRD PARTY CENTRAL OFFICE MONITORING

Customer acknowledges that no central office monitoring services are provided by KB to Customer pursuant to this Agreement. If requested by Customer and set forth in a Schedule, KB will contract directly with a third party monitoring company to provide central office monitoring services for Customer, and the Fee for such third-party monitoring will be set forth on the applicable Schedule. This third party arrangement is offered by KB solely as a convenience to Customer and Customer acknowledges that KB is not responsible for providing any monitoring services. Customer agrees that KB shall not be liable under any circumstances for any events arising out of or in any way related to the third party monitoring services, and KB expressly disclaims all liability associated with such central office monitoring services.

10. TERM; TERMINATION

(a) Term. This Agreement will commence on the Effective Date and remain in effect so long as the term of any Schedule remains in effect.

(b) Termination of a Schedule. Either party may terminate any Schedule(s) upon thirty (30) days prior written notice to the other party, in the event that the other party: (i) materially breaches any material provision of this Agreement or the Schedule and fails to cure such material breach within such thirty (30)-day notice and cure period, or (ii) is the subject of a voluntary or involuntary bankruptcy, reorganization or liquidation proceeding, is insolvent, makes a general assignment for the benefit of creditors or admits in writing its inability to pay debts when due. Additionally, KB may immediately suspend or terminate this Agreement upon written notice to Customer pursuant to Section 7(c). Further, this Agreement shall automatically terminate in the event that loss or irreparable damage or destruction occurs which renders the Equipment permanently unfit for use.

(c) Effect of Termination. Upon the expiration or other termination of a Schedule for any reason, each party's rights and obligations under the Schedule shall automatically terminate except those rights and obligations that accrued prior to the effective termination date of the Schedule and those rights and obligations that by their nature or express terms continue after the effective termination date of the Schedule. If any Schedule is terminated for any reason, other than termination by Customer pursuant to Section 10.(b) due to KB's breach, KB shall be entitled to retain all prepaid Fees, to accelerate payment and declare the entire remaining Fees immediately due and payable to KB (including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term) and pursue any and all additional remedies available at law or in equity. Upon termination of the Agreement, if any of the

Equipment is owned by KB, then Customer will reimburse KB for the cost of the removal charges of such Equipment.

11. RELATIONSHIP OF PARTIES

The relationship of KB and Customer established by this Agreement shall be solely that of independent contractors, and nothing herein shall create or imply any other relationship. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party. KB shall have the right to determine the method, details, and means of providing and performing the Services. KB shall have the sole right to designate the appropriate personnel, subcontractors or service partners necessary to provide the Services to be performed under a Schedule. KB reserves the right to substitute personnel, subcontractors and service partners for any reason and in its own discretion. Customer agrees that KB shall not be liable for any loss or damage sustained by Customer caused by the negligence of any third parties, including subcontractors and service partners selected by KB to perform the Services.

12. LIMITED WARRANTIES; DISCLAIMER OF ALL OTHER WARRANTIES

(a) Limited Warranties. KB warrants the workmanship of all Services it performs under this Agreement for a period of ninety (90) days from the date the Services are performed. With respect to Remote Video Equipment sold new to Customer, KB makes the warranty set forth in Section 6(a). With respect to all other Equipment sold new to Customer, KB warrants, for a period of one (1) year from the earliest of date of shipment, that the Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. KB shall be the sole judge in determining whether the Services, Equipment or Software are/were defective. KB's sole obligation and Customer's exclusive remedies with respect to Services or Equipment KB determines to be defective during the warranty period shall be KB's obligation to re-perform the defective Services or to repair or replace the defective item (which selected option shall be determined by KB in its sole discretion). KB reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. All remedies are expressly conditioned upon: (i) Customer advising KB of any defect, error or omission within ten (10) days after KB's performance of the Services in the case of defective Services, and within ten (10) days after KB's installation of the Equipment or, if installed by Customer, within ten (10) days from the date of sale of the Equipment, in the case sale of new Equipment; (ii) Customer sending written notice of defect to KB, by certified or registered mail/ return receipt requested in the event Customer complies with Section 12.(a)(i) and KB fails to re-perform the Services or to repair or replace the Equipment within thirty-six (36) hours after the date of the notice required in Section 12.(a)(i) excluding Saturdays, Sundays and legal holidays; (iii) Customer not repairing or altering the Equipment without KB's consent; and (iv) Customer complying with the operating instructions for the Equipment. In the event KB elects to repair any Equipment at its own site or to replace any Equipment, Customer shall pay the cost of disassembling and returning the allegedly defective Equipment and KB. The warranty does not include batteries, reprogramming, damage by lightning or electrical surge and does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper

installation by anyone other than KB. KB is not the manufacturer of the Equipment and, other than KB's limited warranty in this Section 12.(a), Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. KB makes no warranties of any kind with respect to used or refurbished Equipment sold to Customer.

(b) Disclaimer of All Other Warranties. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE APPLICABLE SCHEDULE, KB PROVIDES ALL EQUIPMENT, SOFTWARE AND SERVICES UNDER THIS AGREEMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. KB HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, SOFTWARE OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE EQUIPMENT, SOFTWARE OR SERVICES. KB MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT, SOFTWARE OR SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS OR INJURY DUE TO BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE EQUIPMENT OR SERVICES WILL PROVIDE THE PROTECTION FOR WHICH THEY ARE INTENDED OR THAT THE SYSTEM OR ITS COMPONENTS ARE INCAPABLE OF HACKING, COMPROMISE OR CIRCUMVENTION. KB MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY THIRD PARTY HARDWARE, EQUIPMENT OR SOFTWARE PROVIDED BY KB OR WITH WHICH THE SERVICES MAY BE REQUIRED OR DESIRED TO COMMUNICATE OR OPERATE. KB IS NOT RESPONSIBLE FOR ANY DEFECT CAUSED BY OR THAT OTHERWISE RESULTS FROM MODIFICATIONS, MISUSE OR DAMAGE TO THE SERVICES MADE, PERMITTED OR OTHERWISE CAUSED BY CUSTOMER IN WHOLE OR IN PART.

13. LIMITATION OF LIABILITY

Customer's exclusive remedy for breach of this agreement shall be limited to restoring the equipment covered by this agreement to good operation condition. KB shall have no liability for any delay in performing its obligations hereunder. IN NO EVENT SHALL KB BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

14. INDEMNIFICATION BY CUSTOMER

(a) Subject to and without waiving customer's rights of sovereign immunity, each party shall to the fullest extent permitted by law defend and hold harmless one another, and their respective officers, shareholders, directors, employers, agents and affiliates (each an Indemnified party) from and against any and all damages, costs, liabilities, losses and expenses (including but not limited to, reasonable attorney's fees) resulting from any claim, suit, action, arbitration or proceeding brought or threatened

by a third party against any Indemnified Party to the extent arising from or relating to: (a) the design, manufacture, installation or operation of any equipment or software or the performance/non-performance of any services pursuant to this agreement; (b) any breach or alleged breach by a party of any of its representations, warranties covenants or obligations hereunder or any actual or alleged act or failure to act by a party; or (c) any of the services provided pursuant to this agreement by a subcontractor or service partner of KB.

(b) KB Not an Insurer. Customer understands that KB is not an insurer. Customer has sole responsibility to obtain insurance adequate to cover risks, losses, damages, injuries, death and other effects of burglary, fire, physical dangers or medical problems affecting Customer, Customer's family, and any other persons who may be in or near Customer's Location(s).

14. EXCULPATORY CLAUSE

The Services performed by KB in connection with this Agreement are not designed to reduce any risks of loss to Customer and KB does not guarantee that no loss will occur.

15. CONFIDENTIAL INFORMATION

(a) Confidential Information. Customer acknowledges that during the course of this Agreement, KB may disclose certain confidential information to Customer, including, without limitation, information concerning the business, technology, products, services, financial information, pricing, proposals, customers, prospective customers, referral sources, know-how, procedures, inventions, object or source code, databases, research, programs, designs, concepts, methodologies and strategies of KB ("Confidential Information"). The Customer shall maintain the secrecy of all such Confidential Information disclosed to it pursuant to this Agreement. Customer shall not use, disclose or otherwise exploit any Confidential Information for any purpose not specifically authorized pursuant to this Agreement; provided that, Customer may produce information in compliance with any law, court or administrative order. Customer shall give KB reasonable notice under the circumstances and to the extent permitted by law that such Confidential Information is being sought by a third party so as to afford KB the opportunity to limit or prevent such disclosure. All files, lists, records, documents, drawings, documentation, end-user materials, specifications, equipment and computer programs that incorporate or refer to any Confidential Information shall be returned, deleted or destroyed by the Customer promptly upon termination or expiration of this Agreement.

(b) Remedies. Customer agrees that a breach of Section 16(a) will cause KB irreparable injury and damage. The parties expressly agree that KB shall be entitled to injunctive and other equitable relief to prevent such a breach, in addition to any other remedy to which KB might be entitled. The parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a court refuses to honor the waiver of bond hereunder, the parties expressly agree to a bond in the amount of \$100,000. All remedies for such a breach shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.

16. NOTICE TO OWNER

FAILURE OF KB TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS

AGREEMENT CAN RESULT IN THE FILING OF THE MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT HEREOF PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK KB FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS AGREEMENT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

17. ARBITRATION OF DISPUTES

(a) Arbitration. Except as provided in Section 18.(c) below, the parties agree that all claims, disputes or controversies between KB and Customer which arise out of or relate to this Agreement, or the breach thereof, shall be submitted to and resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including its Emergency Rules) then in effect and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any demand for arbitration must be filed promptly and within a reasonable time after a claim, dispute or controversy has arisen and in no event later than one (1) year after the cause of action accrued.

(b) Place. The parties agree the place of arbitration shall be in Cass County, Missouri.

(c) Exclusions. Regardless of any contrary provision contained in this Agreement, claims by KB against Customer collecting overdue amounts not disputed by Customer shall not be subject to the provisions of this Section 18. And, regardless of any contrary provision contained in this Agreement, claims, disputes and controversies arising out of actions or claims filed or asserted by third parties on account of personal injury or death of a person, or damage to property shall not be subject to the provisions of this section.

18. ATTORNEYS FEES AND COSTS

Should either party be required to institute any arbitration, lawsuit, action or proceeding to enforce any of its rights set forth in this Agreement (including any Schedule), then the prevailing party in any such lawsuit, action or proceeding shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and costs incurred in such arbitration, lawsuit, action or proceeding.

19. GENERAL PROVISIONS

(a) No-Hire. Without the prior written consent of KB, Customer will not offer employment, consulting or other arrangement to any of KB's employees until the earlier of one (1) year after termination of this Agreement or one (1) year after such employee leaves the employment of KB.

(b) Entire Agreement; Amendment. This Agreement, including the Schedules, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. Except as otherwise provided herein, no amendment or modification of this Agreement or any Schedule shall be effective unless in writing and signed by both parties.

No use of trade, course of prior dealings between the parties or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.

(c) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be delivered by facsimile or scanned email transmission.

(d) Severability. If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

(e) Governing Law; Venue. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Missouri, without reference to its conflicts or choice of law principles. The parties agree that the sole and exclusive jurisdiction and venue for any and all disputes arising under this Agreement that are not subject to arbitration pursuant to Section 18 (including, without limitation, actions to enforce a binding decision of the arbitrator) shall be in any trial court located in or having jurisdiction over Cass County, Missouri. Each of the parties hereby irrevocably submits and consents to personal jurisdiction in the State of Missouri.

(f) Notices. Any notice required hereunder shall be delivered by hand, by courier service, or by certified mail (return receipt notices so delivered shall be effective upon actual receipt of the electronic transmission.

(g) Waiver. Except as specifically provided in a written waiver signed by a duly authorized representative of the party seeking enforcement, the failure to enforce or the waiver of any term of this Agreement shall not constitute the waiver of such term at any

time or in any circumstances and shall not give rise to any restriction on or condition to the prompt, full and strict enforcement of the terms of this Agreement.

(h) Assignment and Benefit. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that KB may assign this Agreement in connection with the sale, merger or disposition of KB, the Services or any of its related business operations. This Agreement shall be binding upon and shall inure to the benefit of Customer and KB and their successors and permitted assigns, subject to the other provisions of this section.

(i) Delays in Performance or Shipment. KB shall exercise reasonable efforts to perform all Services on the proposed or scheduled dates, but KB makes no guarantees as to dates. KB shall be further excused from any delay or failure in its performance hereunder caused by any disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any labor dispute, government requirement, act of God, or any other cause beyond its reasonable control. If through no fault of KB delivery is delayed, Customer shall pay to KB any additional costs it incurs as a result of such delay.

(j) Third Parties. Nothing in this Agreement, express or implied, shall create or confer upon any person or entity not a named party to this Agreement any legal or equitable rights, remedies, liabilities or claims with respect to this Agreement and nothing in this Agreement or any Schedule shall give any third party any claim or cause of action against KB.

SECTION IX

F

R2019-67

A RESOLUTION APPOINTING JOHN SAPP TO SERVE ON THE PUBLIC SAFETY SALES TAX OVERSIGHT COMMITTEE.

WHEREAS, on March 26, 2019, the City Council approved Resoluition 2019-28 appointing Norman Larkey to the Public Safety Sales Tax Oversight Committee; and

WHEREAS, Norman Larkey is no longer employed with the City of Belton; and

WHEREAS, John Sapp is hereby appointed to serve as the fire department staff member to fill Norman Larkey's unexpired term until April 1, 2020.

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

Section 1. That the following names individuals constitute the Public Safety Sales Tax Oversight Committee, being appointed for three year terms, or until their successor(s) is duly appointed:

<u>NAME</u>	<u>TERM</u>
John Sapp, Staff	April 1, 2020
James Person, Staff	April 1, 2020
Sandra Brown	April 1, 2020
Sarah E. Brooks	April 1, 2021
Jane Hull	April 1, 2021
Caroline Allen	April 1, 2021
Mark Graves, IAFF Local 42	April 1, 2022
Bill Peek, FOP	April 1, 2022
Martha Frasher	April 1, 2022
Daniel Heizman, IAFF Local 42 Alternate	April 1, 2022
Shane Trotter, FOP Alternate	April 1, 2022
Dean VanWinkle, City Council Liaison	April 1, 2022

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

Section 3. That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Duly read and passed this 13th day of August 2019.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 13th day of August, 2019, and adopted at a regular meeting of the City Council held the 13th day of August, 2019 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

SECTION IX

G

R2019-68

A RESOLUTION APPROVING TASK AGREEMENT NO. 2019-1 WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. TO PREPARE THE WASTEWATER TREATMENT FACILITY'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM OPERATION PERMIT APPLICATION RENEWAL IN THE AMOUNT OF \$12,570.00.

WHEREAS, the Wastewater Treatment Facility's National Pollutant Discharge Elimination System Operating Permit expires December 31, 2020. The renewal application is due to the Missouri Department of Natural Resources (MoDNR) by July 3, 2020; and

WHEREAS, due to the complexity of testing requirements and potential new future regulations, Staff requested that Burns & McDonnell Engineering Company, Inc. submit a proposal to complete these services under the On-Call Engineering Professional Services Agreement (Ordinance No. 2016-4199); and

WHEREAS, Task Agreement No. 2019-1 with Burns & McDonnell Engineering Company, Inc. in the amount of \$12,570.00 to prepare the WWTF's NPDES Operating Permit Application renewal is necessary for operation of the Wastewater Treatment Facility.

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

Section 1. That Task Agreement No. 2019-1 with Burns & McDonnell Engineering Company, Inc., herein attached and incorporated to this Resolution as **Exhibit A**, is hereby approved for purposes described above.

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

Section 3. This resolution shall take effect and be in full force from and after its passage and approval by the City of Belton.

Duly read and passed this _____ day of _____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 13, 2019

DIVISION: Public Works/Water Services

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

The Wastewater Treatment Facility’s (WWTF) National Pollutant Discharge Elimination System Operating Permit (NPDES) expires December 31, 2020. The renewal application renewal is due to the Missouri Department of Natural Resources (MoDNR) by July 3, 2020. Due to the complexity of testing requirements and potential new future regulations, Staff requested that Burns & McDonnell Engineering Company, Inc. submit a proposal to complete these services under the On-Call Engineering Professional Services Agreement (Ordinance No. 2016-4199).

The scope of services includes reviewing analyte sampling results, completing the NPDES permit application and review of the Draft NPDES Permit, communication/correspondence with MoDNR, and review of the City’s sampling plans and schedules. This expense is an approved line item in the Wastewater FY2020 budget.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Burns & McDonnell Engineering Company, Inc.	
Amount of Request/Contract:	\$	12,570.00
Amount Budgeted:	\$	13,000.00
Funding Source:	660-0000-400-3020	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	430.00

STAFF RECOMMENDATION, ACTION, AND DATE:

Approval of a resolution approving Task Agreement #2019-1 with Burns & McDonnell Engineering Company, Inc. to prepare the Wastewater Treatment Facility’s National Pollutant Discharge Elimination System Operating Permit Application renewal in the amount of \$12,570.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution
TA 2019-1 Burns & McDonnell NPDES Permit Renewal for WWTF

Attachment 1



PUBLIC WORKS City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution:	Task Agreement No: TA 2019-1 – Burns & McDonnell	Funding Amount: Not to Exceed \$12,570.00 Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
--------------------------	--	---

Project Title: NPDES Permit Renewal for WWTF

Contractor/Consultant (including subs): Burns & McDonnell Engineering Company, Inc.	Division and Staff Project Manager: Water Services – Rex Olinger
--	---

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

PROJECT Scope (can be in the form of an attachment): See attached Project Description and Scope.

Staff Signatures		Partner Signatures	
Director of Public Works: Celia Duran	City Manager: Alexa Barton	Project Manager: Cliff Cate	Company Principal (if different): <i>Dustin Seydelman</i>
Signature: _____	Signature: _____	Signature: <i>[Handwritten Signature]</i>	Signature: <i>[Handwritten Signature]</i>
Date: _____	Date: _____	Date: <i>7/24/2019</i>	Date: <i>7/24/2019</i>

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

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the 22nd day of April, 2016.

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

TASK ORDER 1: NPDES PERMIT ASSISTANCE

INTRODUCTION

The City of Belton (City) seeks assistance during the composition of its National Pollutant Discharge Elimination System (NPDES) Permit Application issued by the Missouri Department of Natural Resources (MoDNR). This function begins with an analysis of the City's existing analyte data sets; completion of a Permit Application; prepare written comments to the City-only version of the Draft NPDES Permit (15-day comment period) [City-only Draft will be prepared by the MoDNR]; and prepare written comments to the Public-Noticed Draft NPDES Permit (30-day comment period). This project culminates with the issuance of a Final NPDES Permit that is acceptable to the City.

In addition, the City seek assistance reviewing its sampling plans, verifying sampling schedules, pollutants of concern, and analyte reporting limits.

SCOPE OF WORK

The following is intended to be a scope of work summary for this project.

Task 1.0 – NPDES Permit Assistance

- 1.1 Prior to the submission of a NPDES Permit application, obtain and review pertinent analyte sampling results managed by MoDNR. Communicate with MoDNR Permit Writer(s) to ascertain upcoming issues (if any) regarding the 2020 NPDES Permit. Compose correspondence, if needed.

This task entails the filing of a Sunshine Law request to MoDNR to acquire the analytical sample results for various analytes of concern to ensure that the City's analytical results and the MoDNR's analytical results match.

- 1.2 Assist the City with completing the NPDES Permit Application.
- 1.3 Communicate with the MoDNR Permit Writer (at present, the permit writer is slated to be Mr. Brant Farris in the MoDNR's Macon Office). Prepare a comment letter in response to the publication of the City-only version of the Draft NPDES Permit. Conduct an in-person meeting with the MoDNR Permit writer, if deemed necessary.
- 1.4 Review the Draft NPDES Permit after it is placed on Public Notice by MoDNR. Prepare a comment letter in response to the publication of the Public-noticed version of the Draft NPDES Permit. Conduct an in-person meeting with the MoDNR Permit writer and MoDNR staff, if deemed necessary.

Task 2.0 – Sampling Plan Loan Review

- 2.1 Assist the City of Belton by reviewing its sampling plans, verifying sampling schedules, pollutants of concern, and analyte reporting limits.

SECTION IX

H

R2019-69

A RESOLUTION APPROVING ACTIONS OF THE CITY MANAGER TO ENGAGE BREIT CONSTRUCTION, LLC FOR EMERGENCY SANITARY SEWER REPAIR LOCATED AT 513 MARK LANE AND RATIFYING TASK AGREEMENT NO. 2019-1 IN THE AMOUNT OF \$37,844.74.

WHEREAS, on July 14, 2019, the City of Belton was notified by the residents of Mark Lane of a sanitary sewer back-up. Based upon Staff inspection, it was determined that the back-up was due to a collapse of the vitrified clay pipe; and

WHEREAS, the City Manager, in conference with the Director of Public Works, Acting City Engineer, and Water Services Manager, subsequently determined that emergency repairs were necessary and authorized immediate commencement of the repair work to resolve the emergency issue; and

WHEREAS, using On-Call Water, Wastewater, and Stormwater Services Agreement per Resolution 2019-32, Breit Construction, LLC was contacted for emergency repair services. A total of 117 feet of pipe was removed and replaced with PVC, two driveways, and 3 service connections. The scope of work for the Mark Lane sanitary sewer repair was completed at a total cost \$37,844.74; and

WHEREAS, the City Council believes that Task Agreement 2019-1 with Breit Construction, LLC accurately reflects the sanitary sewer repair performed at 513 Mark Lane on an emergency basis in the amount of \$37,844.74.

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

- Section 1.** That the action of the City Manager to engage Breit Construction, LLC on an emergency basis is hereby authorized and ratified.
- Section 2.** That Task Agreement No. 2019-1, herein attached and incorporated as **Exhibit A** to this Resolution, in the amount of \$37,844.74 is hereby authorized and ratified.
- Section 3.** That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this ____ day of _____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 13, 2019

DIVISION: Public Works/Water Services

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

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

ISSUE/RECOMMENDATION:

On July 14, 2019, the City of Belton was notified by the residents of Mark Lane of a sanitary sewer back-up. Based upon Staff inspection, it was determined that the back-up was due to a collapse of the vitrified clay pipe. The City Manager, in conference with the Director of Public Works, Acting City Engineer, and Water Services Manager, subsequently determined that emergency repairs were necessary and authorized immediate commencement of the repair work to resolve the emergency issue. Using On-Call Water, Wastewater, and Stormwater Service Agreement Resolution 2019-32, Breit Construction, LLC was contacted for emergency repair services. A total of 117 feet of pipe was removed and replaced with PVC, two driveways, and 3 service connections. The scope of work for the Mark Lane sanitary sewer repair was completed at a total cost of \$37,844.74.

IMPACT/ANALYSIS:
FINANCIAL IMPACT

Contractor:	Breit Construction, LLC	
Amount of Request/Contract:	\$	37,844.74
Amount Budgeted:	\$	75,000.00
Funding Source:	Water/Sewer Line Maintenance	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	28,556.99

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency sanitary sewer repair located at 513 Mark Lane and ratifying Task Agreement No. 2019-1 in the amount of \$37,844.74.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Task Agreement 2019-1

City of Belton – Public Works Task Agreement

Contract: R2019-32 4/9/19

Ordinance or Resolution:	Task Agreement No: 2019-1 Mark Lane Emergency Sanitary Sewer Repair	Funding Amount: \$ 37,844.74 Purchase Order No:
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Project Title: **Mark Lane Sanitary Sewer Repair**

Contractor/Consultant (including subs): Breit Construction, LLC	Division and Staff Project Manager: Don Tyler, Jr – Water Services Manager
---	---

Project Management Manual reviewed:	Attachments (Gantt Chart/ Schedule, Insurance, etc.): Quote
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PROJECT Scope (can be in the form of an attachment):
Quote for emergency repair of sanitary sewer main failure.

Check boxes below that apply:

Enrolment in E-Verify <input type="checkbox"/>	Prevailing Wage <input type="checkbox"/>	Certificate of Good Standing <input type="checkbox"/>
--	--	---

Staff Signatures		Partner Signatures	
Director of Public Works: Celia Duran	City Manager: Alexa Barton	Project Manager: Andy Breit	Company Principal (if different):
Signature: _____	Signature: _____	Signature: 	Signature: _____
Date: _____	Date: _____	Date: <u>2/8/2019</u>	Date: _____

Project Type: Design _____ Construction X Property Acquisition _____ Conceptual/Problem Solving _____ Surveying _____

Project Discipline(s): Transportation _____ Planning _____ Water _____ Wastewater X Stormwater _____

Report(s) Received: _____

Work on File: _____

This Task Agreement is subject to all the provisions included in the On-Call Water, Wastewater and Storm Water Services Agreement. Approved 4/9/19, R2019-32.

Attach scope of work, budget, and other supporting material

SECTION XI

A

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A HOME DAYCARE WITH MORE THAN FOUR CHILDREN AT 206 MARY WAY BELTON, CASS COUNTY, MISSOURI.

WHEREAS, the Belton Planning Commission received a request for a Special Use Permit form Ryan and Amelia Rosin to allow a home daycare with a maximum of ten children, the maximum by state license requirements for in home care.

WHEREAS, a Special Use Permit is required by code per Sec. 40-3(6) Day care homes and centers. The code states the following:

Day care homes and centers with more than four children must have a special use permit and must meet the following requirements:

- a. Day care homes and centers must be licensed by and in compliance with all state and local laws governing such facilities, when applicable.
- b. Any outdoor areas used by the facility as recreational areas must be enclosed by a fence no less than 42 inches in height.
- c. Day care homes and centers must include designated safe unloading (dropoff) and loading (pickup) areas for children.

WHEREAS, a public hearing was held before the Belton Planning Commission on July 15, 2019 in accordance with the provisions of Section 40-2 of the Unified Development Code of the City; and

WHEREAS, notice of the hearing was sent to property owners within 185-feet of the subject property by certified mail on June 4, 2019; and

WHEREAS, the Belton Planning Commission voted to recommend approval of the application to the City Council by a five to zero vote with the following conditions:

1. The Special Use Permit shall be valid for a period of five years after approval of City Council. Renewal shall be by the filing of a new Special Use application.
2. The Special Use permit is subject to all the standards of Section 40-2 Special Use provisions, including conditions, transferability and revocations.
3. The applicant shall submit an annual report to the Planning and Building Department that includes attendance figures and copies of periodic inspection reports by the Missouri Department of Health.

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

Section 1. That the City Council of the City of Belton hereby concurs with the recommendation of the Planning Commission and approves the Special Use Permit to allow a home daycare at 206 Mary Way, Belton, MO

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

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

READ FOR THE FIRST TIME: August 13, 2019

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of ____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of ____, 2019, and thereafter adopted as Ordinance No. 2019-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of ____, 2019, after the second reading thereof by the following vote, to-wit:

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

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 13, 2019
Department

DIVISION: Planning and Building

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:

Approval of a Special Use Permit for a home daycare with more than four children. The state license maximum is ten children.

BACKGROUND:

The property is zoned an R-1 Single-Family Residence District. The property is 92' x 100' for a total of 9,200 square feet. Surrounding properties are all zoned an R-1 District.

The Missouri Department of Health regulates child care facilities in the state. The Department licenses and inspects home day care centers. No state license is needed for care of four or less children. A license for a "Family Child Care Home" is required for a maximum of ten children when there is a licensed provider and an assistant. According to the Missouri Department of Health & Senior Services Amelia Rosin received the state license effective on April 1, 2019.

The Unified Development Code (UDC), has similar requirements for home day care, with conditions: *Day care homes and centers with more than four children must have a **special use permit** and must meet the following requirements:*

- a. *Day care homes and centers must be licensed by and in compliance with all state and local laws governing such facilities, when applicable.*
- b. *Any outdoor areas used by the facility as recreational areas must be enclosed by a fence no less than 42 inches in height.*
- c. *Day care homes and centers must include designated safe unloading (dropoff) and loading (pickup) areas for children.*

Daycare Center Details:

Amelia Rosin Daycare will operate Monday through Friday, with hours of operation from 6:00am to 6:00pm. The center will have no more than ten children. The property has a fenced back yard as required by the UDC. Amelia and Ryan Rosin are the operators/staff of the center. A mission statement is attached.

The applicant prepared the attached drop-off/pick-up plan. Parents drop off children with automobiles facing westbound so children do not get out of the street side of the vehicle. The pick-up area is designated in the driveway for afternoon pick-ups, to prevent vehicles from parking in the street.

REQUIRED SPECIAL USE STANDARDS FOR APPROVAL:

The UDC requires certain findings be made concerning a Special Use Permit application. From conversations with the applicant, the following findings are offered:

Impact on the public welfare or convenience of the public: In-home daycare can provide a convenience for residents. Some parents may consider a residential home a better environment than a commercial daycare facility for their children.

Impact on the value of other property in the neighborhood: It is not uncommon to see in-home daycare in residential areas in many communities. There are several such businesses in Belton, reviewed and approved by the Planning Commission. It is not likely that such an operation would have any impact on the market value or assessed valuation of other property in the neighborhood.

Nature and intensity of the operation with respect to the immediate neighborhood: The daycare business is not generally an intense operation in a residential neighborhood. The use would not generate any environmental conditions that would impact the area. Morning and evening traffic for the daycare business could be considered as more intense than a typical residential use. However, parents drop-off and pick-up children at different times, so actual traffic congestion should not occur.

Adequacy of the street system to carry traffic generated by the use: The street system is adequate to carry and manage the traffic related to the proposed use.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission convened a public hearing July 15, 2019. At the conclusion of the public hearing, the Planning Commission recommended approval of the Special Use Permit for a home daycare with more than four children. The Planning Commission vote was 5 to 0 in support of the application with the following conditions:

1. The Special Use Permit shall be valid for a period of five years after approval of City Council. Renewal shall be by the filing of a new Special Use application.
2. The Special Use permit is subject to all the standards of Section 40-2 Special Use provisions, including conditions, transferability and revocations.
3. The applicant shall submit an annual report to the Planning and Building Department that includes attendance figures and copies of periodic inspection reports by the Missouri Department of Health.

LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Site Map
2. Letter from Ms. Rosin
3. 2019 Parent Handbook
4. State License
5. State Inspection
6. Operational Floor Plan

Belton, MO



Legend

- Street
- Parcel
- Subdivision
- Parks
- Cemetery

1 in. = 97ft.



193.9 0 96.93 193.9 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Philosophy/ Mission Statement

We here at Amelia Rosin Daycare believe that childhood should not be a race but a journey. We cherish the privilege to grow and learn alongside your children. Each child is different and brings their own personalities to the home! We want to learn and grow together. We believe children have potential, curiosity and interest in engaging in social interaction, establishing relationships, constructing their learning, and negotiating with everything the environment brings to them. Children's rights should be recognized, not only their needs. Children have a right to high quality care and education that support the development of their potentials. A child's mind is always growing and learning. My goal is to create a safe and loving environment for children every day.

I, Amelia Rosin am a state licensed in home daycare for up to 10 children and city licensed up to 4 children. This is the reason I am applying for a special use permit. I have been watching four children in my home for a few months and the need for enrollment for children is growing.

Drop off/ pick up

Drop off and pick up zones for children are right directly in the driveway, or on the street next to the home of 206 Mary Way Belton Missouri. 64012.

Owner/ Operator

Amelia Rosin

A handwritten signature in cursive script that reads "Amelia Rosin". The signature is written in dark ink and is positioned below the printed name.

Google Maps



■ - no parking.

■ - parking for drop and pick-up.

→ direction of travel to parking.

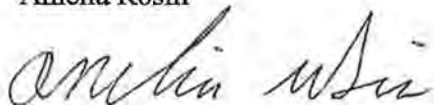
Parents pickup at different times from the hours
of 4pm to 6pm
Parent drop off at different times from the hours
of 6am to 9am.

To whom it may concern:

Attached I have added the definition of a state licensed in home daycare for Missouri showing Related children do not count in the ten children in care. Ten children are always not the number of children I have to have , but it is simply the max amount I am allowed to have in my home. I have also attached the link at the bottom of this email and stapled the info to the back of this letter.

I also wanted to mention; I have asked a couple more of my parents to come speak at the next meeting to give you any input they feel would be necessary to make your decision. Thank you for your time.

Amelia Rosin

A handwritten signature in cursive script that reads "Amelia Rosin".

<https://s1.sos.mo.gov/cmsimages/adrules/csr/current/19csr/19c30-61.pdf>



**Title 19—DEPARTMENT OF
HEALTH AND SENIOR SERVICES
Division 30—Division of Regulation and
Licensure
Chapter 61—Licensing Rules for Family
Day Care Homes**

19 CSR 30-61.010 Definitions

PURPOSE: This rule defines the terms used in the licensing rules for family day care homes.

PUBLISHER'S NOTE: The publication of the full text of the material that the adopting agency has incorporated by reference in this rule would be unduly cumbersome or expensive. Therefore, the full text of that material will be made available to any interested person at both the Office of the Secretary of State and the office of the adopting agency, pursuant to section 536.031.4, RSMo. Such material will be provided at the cost established by state law.

- (1) Adult is any individual eighteen (18) years of age or older.
- (2) The assistant is an adult who is employed or volunteers in the home to care for children in case of an emergency, to meet staff/child ratios, to substitute for the provider during absences or to assist the provider with the care of children.
- (3) Caregiver is the child care provider or an assistant.
- (4) Child care provider or provider is the person(s) licensed or required to be licensed under section 210.221, RSMo in order to establish, conduct or maintain a child care facility. This person(s) shall have the following rights and responsibilities as determined by the division:
 - (A) Ultimate responsibility for making and implementing decisions regarding the operation of the facility; and
 - (B) Ultimate financial control of the operation of the facility.
- (5) A child day care center or center, whether known or incorporated under another title or name, is a child care program conducted in a location other than the provider's permanent residence, or separate from the provider's living quarters, where care is provided for children not related to the child care provider for any part of the twenty-four (24)-hour day.
- (6) Day care is care of a child away from his/her own home for any part of the twenty-four (24)-hour day for compensation or otherwise. Day care is a voluntary supplement to parent responsibility for the child's protection, development and supervision. Day care may be given in a family day care home, group day care home or day care center.
- (7) A day care facility or facility is a day care home, day care center or group day care home.
- (8) Director is the director of the Missouri Department of Health.
- (9) Department is the Missouri Department of Health.
- (10) A family day care home or home, whether known or incorporated under another title or name, is a child care program where care is given by a person licensed as a family day care home provider for no more than ten (10) children not related to the provider for any part of the twenty-four (24)-hour day. The provider may be licensed to operate no more than one (1) family day care home or group day care home.
- (11) Graded boarding school is a public or private school which provides education in at least the first through the sixth grade and which provides lodging and meals for the pupils for the standard school term.
- (12) A group day care home, whether known or incorporated under another title or name, is a child care program where care is given by a person licensed as a group day care home provider for eleven (11), but not more than twenty (20), children not related to the child care provider, for any part of the twenty-four (24)-hour day. A group day care home shall be in a location other than the provider's permanent residence or separate from the provider's living quarters. The provider may be licensed to operate no more than one (1) group day care home or family day care home.
- (13) Infant is any child under twelve (12) months of age.
- (14) Night is the part of the twenty-four (24)-hour day between 9:00 p.m. and 6:00 a.m.
- (15) Nursery school is a program operated by a person or organization with the primary function of providing an educational program for preschool-age children for no more than four (4) hours per child per day.
- (16) Preschool child is any child two through five (2—5) years of age who is not in kindergarten for five (5)-year-old children.
- (17) Premises is a house(s), dwelling(s) or building(s) and its adjoining land.
- (18) Related is any of the following relationships by marriage, blood or adoption between the provider and the children in care: parent, grandparent, great-grandparent, brother, sister, stepparent, stepbrother, stepsister, uncle, aunt, niece, nephew or first cousin.
- (19) Review board is the Child Care Licensing Review Board.
- (20) School-age child is any child five (5) years of age or older who is in kindergarten or elementary school.
- (21) School system is a program established primarily for education and which meets the following criteria:
 - (A) Provides education in at least the first through the sixth grade; and
 - (B) Provides evidence that the school system's records will be accepted by a public or private school for the transfer of any student.
- (22) Staff/child ratio is the number of caregivers required in relation to the number of children in care.
- (23) Summer camp is a program operated from May to September by a person or organization with the primary function of providing a summer recreational program for children no younger than five (5) years of age and providing no day care for children younger than five (5) years of age in the same building or in the same outdoor play area.
- (24) Toddler is any child between twelve to twenty-four (12–24) months of age.
- (25) A well-known religious order is defined as—
 - (A) An entity that qualifies for federal tax exemption status as a not-for-profit religious organization under Section 501(c)(3) of the Internal Revenue Code of 1954; and
 - (B) An entity whose real estate on which the child care facility is located is exempt from taxation because it is used for religious purposes.

*AUTHORITY: section 210.221.1(3), RSMo Supp. 1993. * This rule previously filed as 13 CSR 40-61.010 and 19 CSR 40-61.010. Original rule filed in 1956. Amended: Filed Dec. 19, 1975, effective Jan. 1, 1976. Rescinded: Filed April 13, 1982, effective Aug. 31, 1982. Readopted: Filed April 13, 1982, effective Sept. 1, 1982. Amended: Filed March 14, 1985, effective Aug. 11, 1985. Amended: Filed Oct. 7, 1987, effective*

Amelia Rosin Daycare



2019 Parent Handbook

Welcome!

Welcome Amelia Rosin Daycare! We are pleased that you and your family have decided to join our family here at the Daycare. Amelia Rosin Daycare is happy to have you here and offers a developmentally appropriate environment that is guided by a caring childcare giver. We offer a safe, nurturing, and stimulating environment where each child is respected and noticed for his/her own unique personalities.

This handbook is to familiarize you and your family with our philosophy, policies, procedures, and program. You are asked to read this carefully and sign and return the last page stating that you have read and understand the policies of the center. Any questions, comments, or suggestions are greatly appreciated. Your input is important to us!

Philosophy/ Mission Statement

We here at Amelia Rosin Daycare believe that childhood should not be a race but a journey. We cherish the privilege to grow and learn alongside your children. Each child is different and brings their own personalities to the home! We want to learn and grow together.

We believe children have potential, curiosity and interest in engaging in social interaction, establishing relationships, constructing their learning, and negotiating with everything the environment brings to them. Children's rights should be recognized, not only their needs. Children have a right to high quality care and education that support the development of their potentials. A child's mind is always growing and learning. Here at Amelia Rosin Daycare we want to continue helping your child develop his/her skills. Children are the future of the world.

Amelia Rosin
Owner/Operator

Curriculum

We create and do activities based on a child's age and performance level to help them keep growing. We will do group activities daily as well as have outside time. Children will be allowed free play as well as arts and crafts time and music time.

Hours of Operation

Amelia Rosin Daycare is open Monday through Friday, 6:00 a.m. to 6:00 p.m. The center closes promptly at 6:00 P.M. If you are late in picking up your child, you will be charged a late fee of \$10.00 per child for every thirty minutes beyond the 6:00 p.m. UNLESS you have notified me in writing or by text letting me know of the date and time you would be later. Every parent is offered one grace period every six months. closing time. If the staff has not heard from the parent by 6:30 P.M., the staff will then call the next person on the emergency form. Upon enrollment you will be asked to set hours for your child to be agreed upon by administration. Please adhere as close as possible to these set times as they affect our staff to child ratios.

Drop off/ Pick up

Parents are to drop off and pick up on the north side of the street (in front of 206 Mary Way Belton MO 64012 NOT on the other side of the street. Parents are also allowed to drop off and pick up in the driveway. Parents are encouraged to drop off and pick up in the driveway. Parents please make sure to ALWAYS stop at the stop sign when leaving the daycare at 206 Mary Way Belton Missouri 64012 to ensure the safety of everyone.

Holidays

Amelia Rosin Daycare will be closed for the following holidays: New Year's Day, Independence Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day. The daycare may be closed other times if I take vacation, but you will be notified 30 days or longer in advance. These dates will be determined yearly at the beginning of the year as to provide plenty of advance notice. Tuition is still due for these days to keep your place. Each year an updated policy handbook will be published.

Snow Days

Amelia Rosin Daycare will make every attempt to stay open during bad weather. However, sometimes it is just not safe for parents, and children to travel in such dangerous weather. At these times the administration will make a determination whether to close or have a delayed opening. We will try to be open when public schools are canceled. Tuition is still due for days missed.

Enrollment-

The first day of daycare children's immunization records are needed. Medical report from doctors due within 30 days of enrollment.

Payments/Rates

Payments are due before a child is watched in the facility. Payments are due regardless of attendance You can pay daily, or monthly, pay for the care before dropping off your child. Parents who have not paid for days will not be accepted at drop off.

Rates:

The fee for any age is \$175.00 a week.

Rates are subject to change each year January 1st of each year for cost of living. Payment is due the Monday prior to each week of childcare. A \$25.00 late fee will be assessed for every day past Monday that has days unpaid for that week.

Before and after school care is the same price as a daily rate.

Placing a hold-

To hold a spot for a child the fee is \$75.00 a week.

Termination-

If for any reason you as the parent choose to terminate care you must give a thirty-day written notice signed by caregiver and parent. If the parent does not provide this and terminates care without notice a \$1,200 fee will be added to the account. The parent will be responsible for paying this and any court fees that occur from this contract break.

Absences

Withdrawing Your Child

Termination: I have the right to terminate without notice if I feel the need.
Reasons for termination EXAMPLE INCLUDES: child does not follow guidelines of daycare after many warnings and talks with parents.

Safety

All children must come into the center accompanied by an adult. When arriving, the staff must be made aware of the arrival of the child by the parent. Children must be signed in and out every day in their classroom. This is very important since this list is used to check attendance during emergency drills and events. When not signed into their classroom, parents should supervise children in the driveway, porch, and elsewhere in the center. Parents must notify the teacher before taking their child from the room. Amelia Rosin Daycare is not responsible for a child once that child has been signed out, even if the child is still on the premises. Children will be released only to those with written permission from the parents. We will ask for photo identification anytime a person unfamiliar to the staff picks up your child. Parents should notify the staff whenever there is a change of address, home or work, phone number, or daily schedule. Correct emergency numbers are essential in case of illness or accident. Smoking is not permitted in the building.

Emergencies

Please refer to emergency Preparedness plan

Refusal to Release a Child

There are a few instances where Amelia Rosin Daycare may refuse to release a child to an authorized person or parent. If the adult arrives to pick up your child and is suspected to be under the influence of drugs or alcohol, the child will not be released to that adult. Also, if the adult is abusive towards the child, the child will not be released to that adult, for the safety of the child. The staff will contact people to make arrangement for the safe pick up of the children.

Open Door/ Communication Policy

We believe communication between parents and staff is essential to a great childcare program. We encourage parents to visit or call at any time. We also welcome direct daycare participation, field trip assistance, and sharing special talents and interests. All children will receive daily reports regarding the activities of the day, what they enjoyed or did not enjoy, their mood, etc. Parents and workers may want to talk about an issue that is not appropriate for the classroom. In this instance, a phone conference may be appropriate. Parents should keep their child's caregiver informed of home happenings, new activities of interest, milestones, and any other

helpful hints about their child's routine. Confidentiality will always be maintained. Parent-teacher conferences will be offered annually by the teachers.

Rest Periods/Bedding

Everyday nap time or rest time will occur 1:15 P.M – 3:00 P.M. During this time, we ask all the children to rest or do a quiet activity while others rest. If younger children need more napping times, we will do personal nap schedules. Please provide a blanket and pillow for your child/ A cot or playpen with a sheet will be provided.

Food and Nutrition

Amelia Rosin Daycare provides nutritious meals and snacks daily for children eating solid foods in our program. Tuition includes two snacks a day and milk with meals. Snack times are 9:45 am- 10:00 a.m. and 3:00 p.m. – 3:15 p.m.

Infant Food, Formula, and Breast Milk

Parents need to provide formula and/ or breast milk for the child. The facility will provide homemade baby food or organic baby canned baby food.

Outdoor Activity

Except for in extreme weather conditions the children will go outside every day. Snow pants, boots, hats and mittens are required during the snow season. Sunscreen is required in the summer. Bugspray and a sun hat or glasses are recommended also. Please always make sure your child has at least one change of clothes. Slippers are also recommended in case shoes get wet. If your child is not well enough to go outdoors, he or she should not attend the center that day.

Biting

We understand that biting is a normal part of toddler development; however, the staff will take actions to reduce the number of incidents. Toddlers bite for a number of reasons such as lack of language, teething, and oral exploration. When biting incidents do arise, the staff will do their best to prevent or redirect the behavior. The appropriate first aid (washed, ice pack, and TLC) will be administered and an injury report will be completed for every incident. If a bite is particularly bad, or has broken the skin, we will call the parent to let them know about it before they pick their child up. The name of the biter will not be revealed to the parents of the bitten. If the behavior becomes problematic a meeting will be set up with the child's parents, teachers, and director to establish a plan of action. Biting is not grounds for automatic dismissal.

Discipline

Children will never receive physical punishment at Amelia Rosin Daycare. When conflicts or problems arise, children will be encouraged to vocalize their emotions and concerns. Caregivers will help children in verbalizing their problems, and in finding solutions and natural, logical consequences. We believe in guiding positive behavior rather than punishing. "Time out" will only be used if a child's behavior is out of control, endangering themselves or others, and needs time away to regain control. We will never humiliate, shame, or frighten a child as punishment. Our form of discipline is guiding and directing children towards acceptable behavior to learn the natural consequences of their actions. By being offered choices and

opportunities to make their own decisions knowing what the natural consequences will be, children can begin to develop self-discipline. Caregivers will clearly state the choices and consequences in advance. Peer to peer problem solving will be strongly encouraged, helping children to use their words to express their feelings to one another instead of physical force.

Behavior Policy

The first time a child displays a behavior which puts another person in danger of being hurt, parents will be notified if the incident immediately. The second time it happens, the provider will write an incident report and ask the parent to sign upon reading the report. If the behavior should continue and happen a third time, a meeting may be called between the teachers, parents, and director to come up with a plan of action to help the child through the behavior. If a parent refuses to meet with the teachers and director, this may be grounds for dismissal.

Infant safe sleep policy- Purpose: The purpose of the Safe Sleep Policy is to maintain a safe sleep environment that reduces the risk of sudden infant death syndrome (SIDS) and sudden unexpected infant deaths (SUIDS) in children less than one year of age. Missouri law (§ 210.223.1, RS MO.) requires all licensed childcare facilities that provide care for

Pediatrics (AAP). Missouri childcare licensing rules require licensed childcare facilities to provide parent(s) and/or guardians(s) who have infants in care be provided a copy of the facility's safe sleep policy.

Sudden infant death syndrome is the sudden death of an infant less than one year of age that cannot be explained after a thorough investigation has been conducted, including a complete autopsy, an examination of the death scene, and a review of the clinical history.

Sudden unexpected infant death is the sudden and unexpected death of an infant less than one year of age in which the manner and cause of death are not immediately obvious prior to investigation. Causes of sudden unexpected infant death include, but are not limited to, metabolic disorders, hypothermia or hyperthermia, neglect or homicide, poisoning, and accidental suffocation.

Childcare providers can maintain safer sleep environments for infants that help lower the chances of SIDS. Our goal is to take proactive steps to reduce the risk of SIDS in childcare and to work with parents to keep infants safer while they sleep. To do so, this facility will practice the following safe sleep policy:

Safe Sleep Practices

1. Infants will always be placed on their backs to sleep. When, in the opinion of the infant's licensed health care provider, an infant requires alternative sleep positions or special sleeping arrangements, the provider must have on file at the facility written instructions,

signed by the infant's licensed health care provider, detailing the alternative sleep positions or special sleeping arrangements. Caregivers will put the infant to sleep as specified in the written instructions.

2. When infants can easily turn from their stomachs to their backs and from their backs to their stomachs, they shall be initially placed on their backs, but shall be allowed to adopt whatever positions they prefer for sleep. The American Academy of Pediatrics recommends that infants are placed on their back to sleep, but when infants can easily turn over from their back to their stomach, they may adopt whatever position they prefer for sleep. We will follow this recommendation by the American Academy of Pediatrics.

3. Sleeping infants shall have a supervised nap period. The caregiver shall check on the infant frequently during napping or sleeping and shall remain in close proximity to the infant in order to hear and see them if they have difficulty during napping or when they awaken.

4. Steps will be taken to keep infants from overheating by regulating the room temperature, avoiding excess bedding, and not over-dressing or over-wrapping the infant. Infants should be dressed appropriately for the environment, with no more than one (1) layer more than an adult would wear to be comfortable in that environment.

5. All caregivers will receive in-person or online training on infant safe sleep based on AAP safe sleep recommendations. This training must be completed within 30 days of employment or volunteering and will be completed every three years.

Safe Sleep Environment

1. Room temperature will be kept at no less than 68°F and no more than 85°F when measured two feet from the floor. Infants are supervised to ensure they are not overheated or chilled.

2. Infants' heads and face will not be covered during sleep. Infants' cribs will not have blankets or bedding hanging on the slides of the crib. We may use sleep clothing (i.e. sleep sack, sleepers) that is designed to keep an infant warm without the possible hazard of covering the head or face during sleep/nap time.

3. No blankets, loose bedding, comforters, pillows, bumper pads, or any object that can increase the risk of entrapment, suffocation or strangulation will be used in cribs, playpens or other sleeping equipment.

4. Toys and stuffed animals will be removed from the crib when the infant is sleeping. When indicated on the Infant and Toddler Feeding and Care Plan or with written parent consent, pacifiers will be allowed in infants' cribs while they sleep. The pacifier cannot have cords or attaching mechanisms.

5. Only an individually assigned safety-approved crib, portable crib, or playpen with a firm mattress and tight-fitting sheet will be used for infant napping or sleeping.
6. Only one infant may occupy a crib or playpen at one time.
7. Sitting devices such as car safety seats, strollers, swings, infant carriers, infant slings, and other sitting devices will not be used for sleep/nap time.
8. No person shall smoke or otherwise use tobacco products in any area of the child care facility during the period when children cared for under the license are present.
9. Home monitors or commercial devices marketed to reduce the risk of Sudden Infant Death Syndrome (SIDS) shall not be used in place of supervision while children are napping and sleeping.
10. All parents/guardians of infants shall be informed of the facility's written Safe Sleep Policy at enrollment.
11. To promote healthy development, infants who are awake will be given supervised "tummy time" for exercise and for play.

What to Bring

Parents of infants and toddlers should bring diapers, wipes, and any ointment or lotion they may use. They should also have at least two changes of clothing, including onesies and socks. Slippers are also recommended for toddlers in case shoes get wet outside. Preschoolers should have at least one change of clothing. Everything should be clearly labeled with the child's full name. We recommend comfortable and washable clothing and shoes that can be managed by the child. Most of our art supplies are washable but sometimes they do not come all the way out of clothing. We will do our best to protect your child's clothing but there may be times when clothing may get stained. Please do not send your child in clothing that you do not mind getting dirty.

Your child will probably, from time to time, wish to bring in a special item from home. Under no circumstances are aggressive action toys such as power rangers, or guns or any other item that may offend, scare, or hurt another child acceptable. If they are brought to the center, the classroom teachers will hold them until the end of the day when they will be sent home. All items brought from home must be clearly labeled with your child's name and be able to fit in your child's cubby. If at anytime items brought from home are disrupting the classroom or deterring children's focus from classroom activities the providers can implement a "no items from home" policy, except for a special naptime item. Amelia Rosin Daycare cannot assume responsibility for items brought from home.

What to Bring:

Diapers, wipes, binkies, blanket, Pillow (if older than 2 years of age) 2 changes of clothes, socks, shoes, coats, mittens scarfs, hat, and gloves (if it is winter time) bottles, sippy cups, bibs, child may bring on favorite toy, sunscreen, diaper paste or medications to be labeled with Childs name and dosage and a note from doctor stating

reason for usage. Baby food will be provided. The food will either be beechnut or homemade.

- You have one hour to pick your child up once the daycare calls you to let you know your child is sick or you will be charged a \$25 fee for every 20 minutes the child is left at the facility. The reason for this is we would need to separate the child from the other children causing the need of extra assistance.

Illness Policy

The symptoms for exclusion will include, but not be limited to, the following:

- A temperature of 100 degrees Fahrenheit taken under the arm, or 101 degrees Fahrenheit taken orally or rectally, in the previous 24 hours
- A severe cough or difficulty breathing
- Reddened, crusty eyes
- One episode of vomiting
- Three episodes of diarrhea
- Rash
- Generally, out of sorts and not able to keep up with the activities of the group

Please keep your child home if he/she has any of the above symptoms unless you have a note from your child's physician stating your child is not contagious and is okay to be in childcare. The staff will observe your child for signs and symptoms of illness daily. If your child exhibits any of the above symptoms you will be called, and your child will be sent home. Please do not return your child to the center until these symptoms are gone for 24 hours. This means your child must be fever free for 24 hours without the benefit of fever reducing medication, such as Tylenol or Motrin, before returning to the center. If your child has been prescribed an antibiotic, please keep your child home until he/she has had a full day's (24 hours) dosage, unless otherwise specified by the child's physician in writing.

Illness Policy (continued)

If your child is diagnosed with any of the following illnesses, please notify the center so that we can post notice of possible exposure to contagious disease:

Amebiasis	Meningitis
Campylobacter Enteritis	Meningococcal
Infection Clostridium Difficile Infection	Mumps
Chicken Pox	Otitis Media
Conjunctivitis (Pink eye)	Pertussis (Whooping Cough)
Coxsackievirus (Hand, Foot, & Mouth Disease)	Pneumonia
Croup	Polio
Cryptosporidiosis	Rabies
Diarrhea caused by E. Coli	Respiratory Syncytial Virus (RSV)
Diphtheria	Ringworm
Enteroviral Infections	Roseola
Fifth's Disease	Rotavirus
Food Poisoning	Rubella (German Measles)
Giardiasis	Salmonellosis
Haemophilus Influenza Invasive Disease	Scabies
Head Lice	Shigellosis
Hepatitis A	Strep Throat
Impetigo	Thrush
Influenza	Tuberculosis
Measles	

Amelia Rosin Daycare will make every attempt to keep your child and the other children healthy and away from contagious disease. If your child is sick, please keep them at home to protect other children and the staff from illness.

To help keep the children and staff healthy we follow a strict health policy. All children and staff will wash their hands before and after every meal. All staff are required to wash their hands frequently, especially after going to the bathroom, wiping children's noses, changing diapers, before handling food, etc. The materials at the center are bleached (10:1) solution to sanitize them and keep them from spreading diseases and bodily fluids. All mats, sheets, toys, etc. are cleaned every week also. We will do everything in our power to keep ourselves, the center, and especially the children, clean, healthy, and disease free.

Prescription and Non-Prescription Medications

If at any time your child needs prescription or non-prescription medication at the center, an authorization form needs to be completed and signed by the parent. All medication must be in its original container. Prescription medication must contain the prescription label that contains the name of the child, the physician's name, the dosage and date. This serves as the physician's authorization. Non-prescription medications will be administered according to the label unless otherwise noted in writing by the child's doctor. We cannot administer any medication that has expired.

Confidentiality

The confidentiality of information about the children and their families is extremely important to us at Amelia Rosin Daycare. We will keep any information confidential, unless the parent has given written permission to release the information. Staff will be informed on a need to know basis.

We are very pleased that you have decided to join our family here at Amelia Rosin Daycare. We look forward to traveling along this journey with you and your child!

Daily Schedule * Bathroom breaks and diapering are required in the schedule, the children will always be toileted or have their diaper changed immediately when needed



6 A.M – 7 A.M Arrival time/ Quiet activities

7:00 A.M.- 7:10 A.M- Bathroom, diapering, and hand washing.

Do we have the right to wash your children's clothes during the day when dirty? (circle yes or no)

Yes no

7 :10 A.M – 8: 30 A.M Breakfast (children who arrive later can also have a morning snack)

8:30 A.M.- 8:40 A.M- Bathroom breaks, diapering, and hand washing.

8: 40 A.M -9:00 A.M Circle time. Group activity/ singing time. Talk about the daily plans.

9:00 A.M – 9:45 A.M arts and crafts. Fine motor skill activity for younger children/ nap time for children who need it.

9:45 A.M- 9:55 A.M. Bathroom, diapering, and hand washing.

9:55 A.M – 10:10 A.M – Snack

10:10 A.M – 10:20 A.M- Bathroom, diapering, and hand washing.

10:20 A.M – 11:30 A.M Outside play time. (if weather permits or indoor group activity)

11:30 A.M- 12:00 P.M- TV time/ Story time

12:00- 12:10 P.M- Bathroom, diapering, and hand washing.

12:10 PM. – 1:10 P.M – Lunch

1:10 P.M.- 1:20 P.M- Bathroom, diapering, and hand washing.

1:20 P.M – 1: 125 P.M Clean up

1:25 P.M – 3: 00 P.M – Nap time/ Quiet time for older children who won't nap.

3:00 P.M.- 3:10 P.M Bathroom, diapering, and hand washing.

3:00 P.M – 3:15 P.M Snack

3:15 P.M- 3:25 P.M- Bathroom, diapering, and hand washing.

3: 25 P.M- 4:00 P.M Game time/ free play

4; 00 P.M – 7:00 P.M – free play until parent pick up.

Do we have the right to wash your children's clothes during the day when dirty? (circle yes or no)

Yes no

Is your child allergic to any food or medications?

No

Yes, please list and reaction:

You agree that you have fully read over the policies and procedures for Amelia Rosin Daycare and

Agree to all terms in this handbook. No changes or exceptions can be made if this contract is broken.

Parents signature:

Provider Signature:

State of Missouri

Department of Health and Senior Services Family Child Care Home License

This is to certify that AMELIA ROSIN Number 002741840 at the location known as 206 MARY WAY BELTON, MO 64012-3268 USA County of CASS is hereby granted this license to conduct and maintain a Family Child Care Home. This Family Child Care Home is licensed to care for a total of 10 boys and girls: ages 6 WEEKS through 13 YEARS; 06:00 AM to 09:00 PM; effective from 04/01/2019 through 03/31/2021.

¹⁶ This license is further limited to: IF ONLY 4 CHILDREN PRESENT, ALL CHILDREN MAY BE UNDER AGE 2 WITH 1 ADULT CAREGIVER * UP TO 10 CHILDREN IN CARE NO MORE THAN 2 CHILDREN UNDER AGE 2 WITH 1 ADULT CAREGIVER * UP TO 10 CHILDREN IN CARE NO MORE THAN 4 CHILDREN UNDER AGE 2 WITH 2 ADULT CAREGIVERS * UP TO 6 CHILDREN IN CARE NO MORE THAN 3 CHILDREN UNDER AGE 2 WITH 1 ADULT CAREGIVER * UP TO 8 CHILDREN IN CARE, ALL CHILDREN MAY BE UNDER AGE 2 WITH 2 ADULT CAREGIVERS

The licensee agrees to comply with the Missouri State Statute Section 210.201 – 259, RSMo and Department of Health and Senior Services Licensing Rules for Family Child Care Homes.

Direct inquiries about this license to:

Section for Child Care Regulation

8800 E 63RD ST, SUITE 600
RAYTOWN, MO 64133
816-350-5450

See Posting

Administrator, Section for Child Care Regulation



MISSOURI DEPARTMENT OF HEALTH & SENIOR SERVICES
SECTION FOR CHILD CARE REGULATION
FAMILY HOME INSPECTION REPORT

Facility Information

Facility Name	DVN	Phone
ROSIN, AMELIA	002741840	(816) 425-4479
Physical Address	Owner	
206 MARY WAY BELTON, MO 64012-3268	ROSIN, AMELIA M; ROSIN, RYAN LEN	
Mailing Address	Provider/Director	
NA		
Board President/Chairperson	Email	Incorporated
	NA	NA
Board President/Chairperson Address	Specialist	
NA	WANDA ILENE TAYLOR	
Age Range	Capacity	Facility Type
6 WEEKS - 13 YEARS	10	FAMILY HOME
Limitations		

IF ONLY 4 CHILDREN PRESENT, ALL CHILDREN MAY BE UNDER AGE 2 WITH 1 ADULT CAREGIVER; UP TO 10 CHILDREN IN CARE NO MORE THAN 2 CHILDREN UNDER AGE 2 WITH 1 ADULT CAREGIVER; UP TO 10 CHILDREN IN CARE NO MORE THAN 4 CHILDREN UNDER AGE 2 WITH 2 ADULT CAREGIVERS; UP TO 6 CHILDREN IN CARE NO MORE THAN 3 CHILDREN UNDER AGE 2 WITH 1 ADULT CAREGIVER; UP TO 8 CHILDREN IN CARE, ALL CHILDREN MAY BE UNDER AGE 2 WITH 2 ADULT CAREGIVERS

Reported Facility Updates

Director	Board President / Chairperson	Phone	Email
NA	NA	NA	NA

Inspection Information

Date	Arrival Time	Departure Time	Announced	Inspection Type	Attempted
6/25/2019	1:50 PM	2:13 PM	No	POST LICENSING	No

Documents

Document Name	Submit Date
APPLICATION	12/7/2018
DIAGRAM/INDOOR	12/20/2018
DIAGRAM/OUTDOOR	12/20/2018
SAMPLE WEEKLY MENU	12/20/2018
EQUIPMENT LIST	12/20/2018
SAMPLE FORMS	12/20/2018
SANITATION INSPECTION	1/10/2019
CHILD CARE/DISCIPLINE POLICIES	2/11/2019
SAFE SLEEP POLICY	2/11/2019
POLICIES	2/11/2019
LOCAL FIRE DEPARTMENT NOTIFICATION	1/22/2019
FIRE/SAFETY INSPECTION	1/16/2019
OWNER/PROVIDER REFERENCES	1/28/2019
DISASTER AND EMERGENCY PREPAREDNESS PLAN	2/1/2019
DAILY SCHEDULE	2/1/2019
ASSISTANT REFERENCES	2/1/2019
ASSISTANT APPROVAL REQUEST	2/1/2019

Overlap Schedules

Start Time	End Time	Submit Date

Attendance

Attendance at Time of Inspection

Total Staff: 2

Total Children: 6

Staff	Child	Class Age	Note
2	6	MIXED	includes two (2) infant/toddlers (additional three (3) related also in care, no counted in ratio

Rules

Inspection determined facility to be in compliance with rules: YES	
Rule	Status
19 CSR 30-61.025 Organization and Administration	Compliance
19 CSR 30-61.085 Physical Requirements of the Family Day Care Home	Violation
<p>Licensing Rule Reference: 19 CSR 30-61.085 Physical Requirements of the Family Day Care Home 1 (J) states: All flammable liquids, matches, cleaning supplies, poisonous materials, medicines, alcoholic beverages, hazardous personal care items or other hazardous items shall be inaccessible to children.</p> <p>Violation: Hazardous items as follows were accessible to children: cleaning and sanitizing bottles. The item(s) was/were located in an unlocked cabinet under the sink in the bathroom.</p> <p>Correction: Hazardous items shall be inaccessible to children.</p> <p>Correction Verification: Corrected on Site</p> <p>Correction Date: 6/25/2019</p>	
19 CSR 30-61.086 Fire Safety	Compliance
19 CSR 30-61.090 Disaster and Emergency Preparedness	Compliance
19 CSR 30-61.095 Furniture, Equipment and Materials	Compliance
19 CSR 30-61.105 The Day Care Provider and Other Day Care Personnel	Compliance
19 CSR 30-61.115 Day Care Family and Household	Compliance
19 CSR 30-61.125 Medical Examination Reports	Compliance
19 CSR 30-61.135 Admission Policies and Procedures	Compliance

19 CSR 30-61.165 Emergency School Closings	Not Observed
19 CSR 30-61.175 Child Care Program	Compliance
19 CSR 30-61.185 Health Care	Compliance
19 CSR 30-61.190 Nutrition and Food Service	Compliance
19 CSR 30-61.210 Records and Reports	Compliance
19 CSR 30-63.040 Background Screening Findings	Compliance
RSMo 210.003 Immunizations of children required, when, exceptions--duties of administrator, report--notification of parents, when.	Compliance
RSMo 210.1080 Background checks required--definitions--procedures--ineligible for employment, when--exemption, when--emergency rules.	Compliance
RSMo 210.252 Fire, safety, health and sanitation inspections, procedures - variances to rules granted when - rules authorized.	Compliance

Technical Assistance

NA

Signatures

W Taylor

WANDA ILENE TAYLOR - Child Care Facility Specialist

Notes

Facility Name: ROSIN,
AMELIA

DVN: 002741840

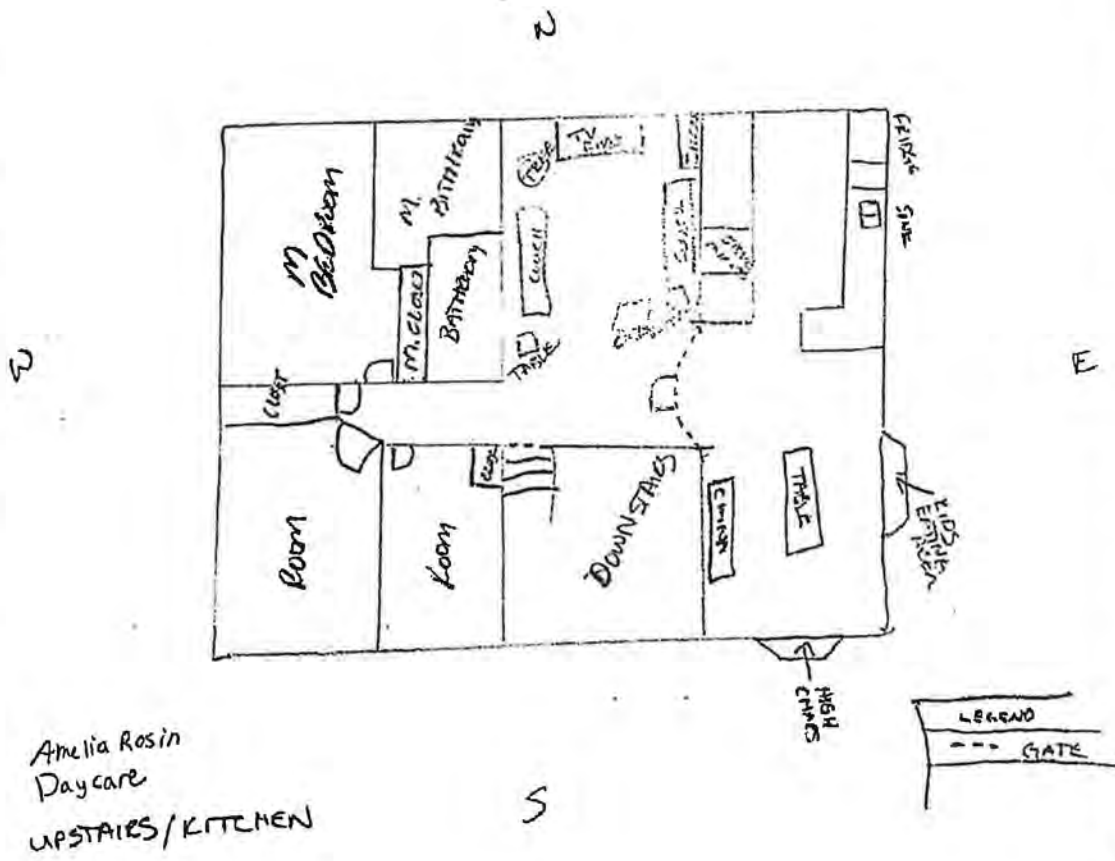
Date of Inspection: 6/25/2019

Provider licensed in 2019 - no training requirement for 2018.

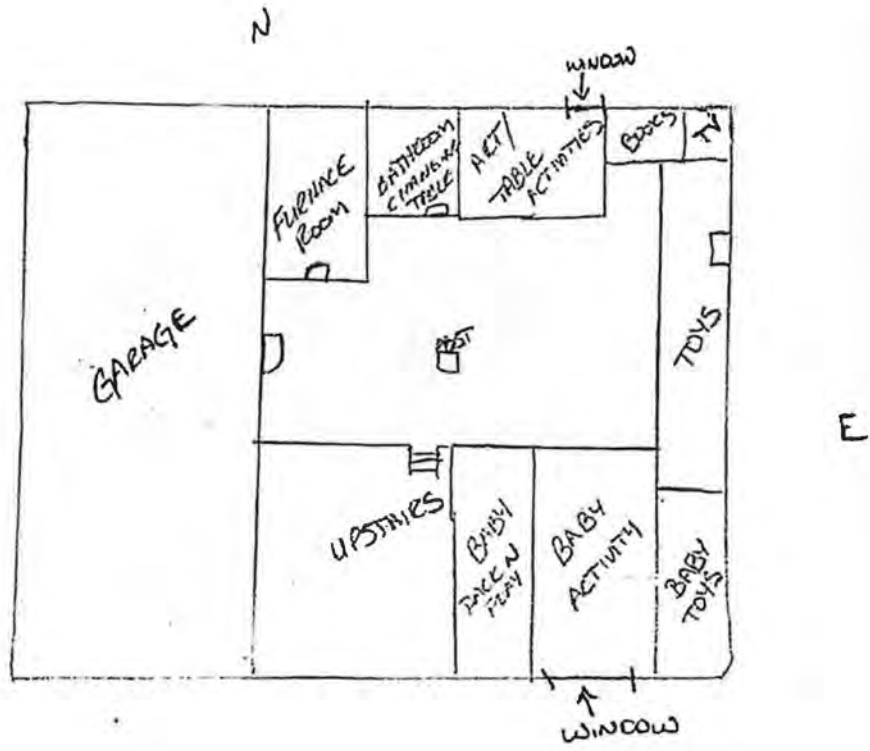
Reviewed one child file - compliant

last fire drill: 6/4/19

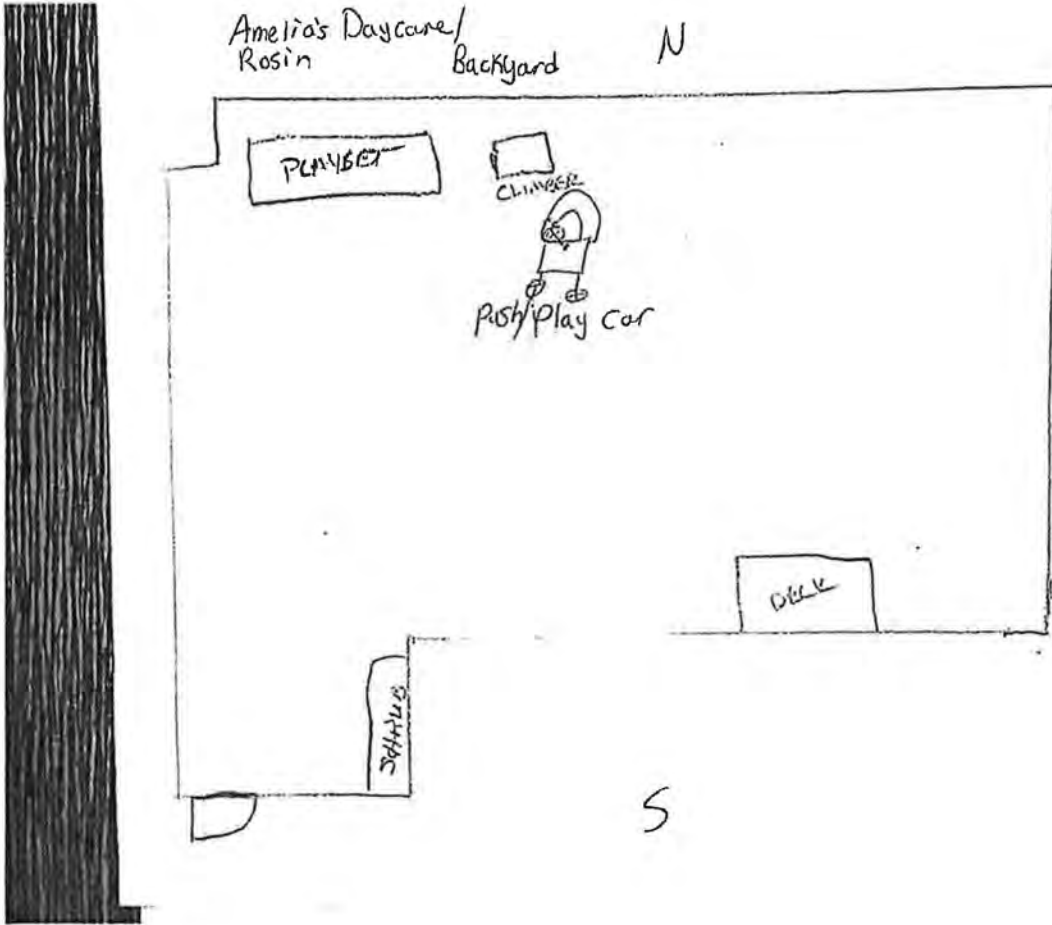
last disaster drill: 6/4/19



HOME TOTAL SQUARE FOOTAGE IS 1,606 SQUARE FEET.
 DAYCARE SQUARE FOOTAGE IS 600 SQUARE FEET.
 Total Lot: 8,738 sq feet.



Amelia
Rosin
DOWNSTAIRS / DAYCARE AREA



SECTION XI

B

BILL NO. 2019-45

ORDINANCE NO.

AN ORDINANCE LEVYING AND FIXING THE RATE OF TAX FOR MUNICIPAL PURPOSES, FOR THE PARK FUND, AND FOR THE DEBT SERVICE FUND FOR FISCAL YEAR 2020.

WHEREAS, the City of Belton annually sets and affixes the ad volrem rate of taxation to be levied upon all real property and tangible personal property located within the City of Belton, County of Cass, State of Missouri, as required by RSMo 67.110, and

WHEREAS, the public hearing notice was advertised in the Cass County Democrat newspaper on August 2, 2019 as is required by RSMO 67.110.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, CASS COUNTY, MISSOURI

Section 1. GENERAL LEVY: The rate of tax for municipal purposes upon all subject and objects of taxation for fiscal year beginning April 1, 2019 and ending March 31, 2020 shall be and is hereby fixed at (\$0.4883) on the one hundred dollar (\$100.00) valuation.

Section 2. DEBT SERVICE LEVY: The rate of tax for General Fund debt service upon all subjects and objects of taxation for the fiscal year beginning April 1, 2019 and ending March 31, 2020, shall be and is hereby fixed at (\$1.3305) on the one hundred dollar (\$100.00) valuation.

Section 3. PARK FUND: The rate of tax for Park Fund purposes upon all subjects and objects of taxation for the fiscal year beginning April 1, 2019 and ending March 31, 2020, shall be and hereby is fixed at (\$0.2173) on one hundred dollar (\$100.00) valuation.

Section 4. NOT TO BE VOTED UPON: The rate of tax fixed in Section 1, 2, and 3 herein stated, shall be, and are inclusive of all proposed increases which have been submitted to the vote of the qualified voters of the City of Belton and approved hereby or otherwise permitted by statute.

Section 5. SEVERANCE CLAUSE: The provisions of this ordinance are declared to be severable, and if any sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this ordinance, but they shall remain in effect notwithstanding the invalidity of any part.

Section 6. EFFECTIVE DATE: This ordinance shall have retroactive effective upon its passage and approval from April 1, 2019.

READ FOR THE FIRST TIME: August 13, 2019

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of ____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of ____, 2019, and thereafter adopted as Ordinance No. 2019-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of ____, 2019, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

SECTION XI

C

AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2020 ADOPTED CITY BUDGET FOR THE PURPOSE OF PARK PROJECTS AND TRAINING.

WHEREAS, on March 12, 2019 under Ordinance No. 2019-4500, the City Council approved the Fiscal Year 2020 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 Street Projects Fund, # 442 ...

INCREASE the balance by \$ 52,481 (whole dollars) of Expenditure line item, # 442-0000-400-8529 , named Transfer to Park Sales Tax 229 .

DECREASE the balance by \$ 52,481 (whole dollars) of Expenditure line item, # 442-5414-495-7117 , named Bel-Ray Connector Trail Construction .

Section 2. In the Park Sales Tax Fund, # 229 ...

INCREASE the balance by \$ 52,481 (whole dollars) of Revenue line item, # 229-0000-391-4200 , named Transfer from Street Projects 442 .

DECREASE the balance by \$ 104,165 (whole dollars) of Expenditure line item, # 229-0000-400-8542 , named Transfer to Street Projects 442 .

INCREASE the balance by \$ 156,646 (whole dollars) of Expenditure line item, # 229-0000-400-8520 , named Transfer to Park 220 .

Section 3. In the Park Fund, # 220 ...

INCREASE the balance by \$ 156,646 (whole dollars) of Revenue line item, # 220-0000-391-2900 , named Transfer from Park Sales Tax 229 .

INCREASE the balance by \$ 3,215 (whole dollars) of Expenditure line item, # 220-3005-400-3235 , named Expense Allowance (NRPA Expense) .

INCREASE the balance by \$ 1,785 (whole dollars) of Expenditure line item, # 220-3005-400-3405 , named Training (NRPA Training) .

INCREASE the balance by \$ 39,500 (whole dollars) of Expenditure line item, # 220-3010-495-7300 , named Improvements (Memorial Park Seal Coat & Crack repair PR2006) .

INCREASE the balance by \$ 15,000 (whole dollars) of Expenditure line item, # 220-3020-495-7300 , named Improvements (Outdoor Water Park Pool Deck Caulking PR2007) .

INCREASE the balance by \$ 4,000 (whole dollars) of Expenditure line item, # 220-3040-400-3405 , named Training (Matrix Equipment Training) .

INCREASE the balance by \$ 6,721 (whole dollars) of Expenditure line item, # 220-3040-495-7300 , named Improvements (Fountain at Memorial PR2008) .

INCREASE the balance by \$ 72,125 (whole dollars) of Expenditure line item, # 220-3040-495-7300 , named Improvements (HBWC Parking Lot Repairs PR2009) .

INCREASE the balance by \$ 9,000 (whole dollars) of Expenditure line item, # 220-3040-495-7300 , named Improvements (Kinesis Room Remodel PR2001) .

INCREASE the balance by \$ 5,300 (whole dollars) of Expenditure line item, # 220-3055-400-2055 , named Building/Grounds Maint (Painting of Memorial Station) .

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

READ FOR THE FIRST TIME: August 13, 2019

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of ____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of ____, 2019, and thereafter adopted as Ordinance No. 2019-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of ____, 2019, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

SECTION XI

D

AN ORDINANCE READOPTING ORDINANCE NO. 91-2073, AS AMENDED, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICT OF INTEREST AND SUBSTANTIAL INTEREST FOR CERTAIN MUNICIPAL OFFICIALS.

WHEREAS, the Missouri Ethics Commission requires that municipalities with an annual operating budget in excess of \$1 million shall readopt biannually the ordinance establishing procedures to disclose potential conflicts of interest and substantial interest for certain municipal officials; and

WHEREAS, the City of Belton adopted Ordinance 91-2073 originally in 1991, establishing the above procedure and now readopts every year since then; and

WHEREAS, the procedures set out in Ordinance 91-2073 have been amended from time to time and are codified and set out in Chapter 2, Article VI, Section 2-1121 through Section 2-1125 attached here as Exhibit "A."

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

- Section 1.** That ordinance No. 91-2073, as amended, and as now set forth Chapter 2, Article VI, Section 2-1121 through Section 2-1125 attached here as Exhibit "A," is hereby readopted in its entirety according to the directive of the Missouri Ethics Commission.
- Section 2.** The city clerk shall send a certified copy of this ordinance or amendment to the Missouri Ethics Commission within ten days of its adoption.
- Section 3.** This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the City Council.

Read for the first time: August 13, 2019

Read for second time and passed;

Mayor Jeff Davis

Approved this ____ day of August, 2019.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 13th day of August, 2019, and thereafter adopted as Ordinance No. 2019-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ___ day of August, 2019, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

ARTICLE VI. - ETHICS

DIVISION 1. - GENERALLY

Secs. 2-1092—2-1120. - Reserved.

DIVISION 2. - CONFLICTS OF INTEREST

Sec. 2-1121. - Declaration of policy.

(a) The proper operation of municipal government requires:

- (1) That public officials and employees be independent, impartial and responsible to the people;
- (2) That government decisions and policy be made in the proper channels of the governmental structure;
- (3) That public office not be used for personal gain; and
- (4) That the public have confidence in the integrity of its government.

(b) In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

(Code 1976, § 2-191; Ord. No. 91-2073, § 1, 8-27-1991; Ord. No. 93-2215, § 1, 8-24-1993; Ord. No. 94-2261, § 1, 8-23-1994; Ord. No. 95-2320, § 1, 8-22-1995; Ord. No. 96-2400, § 1, 8-27-1996; Ord. No. 97-2464, § 1, 8-26-1997)

Sec. 2-1122. - Conflicts of interest.

The mayor or any member of the city council who has a substantial personal or private interest, as defined by state law, in any bill shall disclose on the records of the city council the nature of his or her interest and shall disqualify himself or herself from voting on any matters relating to this interest.

(Code 1976, § 2-192; Ord. No. 91-2073, § 2, 8-27-1991; Ord. No. 93-2215, § 1, 8-24-1993; Ord. No. 94-2261, § 1, 8-23-1994; Ord. No. 95-2320, § 1, 8-22-1995; Ord. No. 96-2400, § 1, 8-27-1996; Ord. No. 97-2464, § 1, 8-26-1997)

Sec. 2-1123. - Disclosure reports.

Each elected official, the chief administrative officer, the chief purchasing officer, the parks and recreation director and the general counsel (if employed full-time) shall disclose the following information by May 1 if any such transactions were engaged in during the previous calendar year:

- (1) For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of \$500.00, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and

- (2) The date and the identities of the parties to each transaction known to the person with a total value in excess of \$500.00, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- (3) The chief administrative officer, the chief purchasing officer, and the parks and recreation director also shall disclose by May 1 for the previous calendar year the following information:
 - a. The name and address of each of the employers of such person from whom income of \$1,000.00 or more was received during the year covered by the statement;
 - b. The name and address of each sole proprietorship that such person owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which such person was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;
 - c. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

(Code 1976, § 2-193; Ord. No. 91-2073, § 3, 8-27-1991; Ord. No. 94-2261, § 1, 8-23-1994; Ord. No. 95-2320, § 1, 8-22-1995; Ord. No. 96-2400, § 1, 8-27-1996; Ord. No. 97-2464, § 1, 8-26-1997; Ord. No. 2009-3563, § A, 8-25-2009; Ord. No. 2011-3746, § A, 8-23-2011)

Sec. 2-1124. - Filing of reports.

The reports shall be filed with the city clerk and with the secretary of state prior to January 1, 1993, and thereafter with the ethics commission. The reports shall be available for public inspection and copying during normal business hours.

(Code 1976, § 2-194; Ord. No. 91-2073, § 4, 8-27-1991; Ord. No. 93-2215, § 1, 8-24-1993; Ord. No. 94-2261, § 1, 8-23-1994; Ord. No. 95-2320, § 1, 8-22-1995; Ord. No. 96-2400, § 1, 8-27-1996; Ord. No. 97-2464, § 1, 8-26-1997)

Sec. 2-1125. - When filed.

The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

- (1) Each person appointed to office and required herein to file a financial disclosure statement shall file the statement within 30 days of such appointment or employment;
- (2) Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31, provided that any member of the city council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

(Code 1976, § 2-195; Ord. No. 91-2073, § 5, 8-27-1991; Ord. No. 93-2215, § 1, 8-24-1993; Ord. No. 94-2261, § 1, 8-23-1994; Ord. No. 95-2320, § 1, 8-22-1995; Ord. No. 96-2400, § 1, 8-27-1996; Ord. No. 97-2464, § 1, 8-26-1997)

SECTION XII

A

R2019-70

A RESOLUTION APPROVING TASK AGREEMENT 2019-3 WITH OLSSON TO PERFORM THE REMOVAL OF THE UNDERGROUND USED OIL STORAGE TANK AND ASSOCIATED SOIL SAMPLING AT STREET BARN LANE IN THE AMOUNT OF \$19,110.00.

WHEREAS, on June 18, 2019, Public Works Transportation Staff observed a large amount of stormwater that had collected in the 300-gallon underground storage tank (UST) outside of the maintenance building. The UST was being used to store used oil from vehicle maintenance activities and had been recently cleaned out. Staff continued monitoring the water levels in the tank and noted that the level dropped quickly indicating a potential leak in the tank. Missouri Department of Natural Resources (MDNR) was notified immediately of the situation and they informed City staff that the tank would need to be registered and closed. City Staff has completed the tank registration process. According to the Missouri Risk Based Corrective Action (MRBCA) guidance documents, the City must close the tank and complete soil sampling and analysis during the removal process. The tank closure can be done through excavation and removal or in-place closure. In this instance, excavating and removing the tank will be the simplest and most cost effective option for UST closure; and

WHEREAS, Olsson is currently working on a separate UST remediation project at the Street Barn site (Task Agreement 2019-1 approved by R2019-30) per their On-Call Engineering Professional Services Agreement (Ordinance No. 2016-4187); therefore, Staff requested they submit a proposal to complete the required work for the 300-gallon used oil UST. The estimated cost of this work is \$19,110.00 and includes completing the UST Closure Notice with MDNR, removal and disposal of the UST, and collection and analysis of soil samples. If these results show presence of Contaminants of Concern (COC), additional work may need to be completed; and

WHEREAS, the Council believes it is beneficial to the citizens of Belton to approve Task Agreement 2019-3 with Olsson to perform the removal of the 300-gallon used oil underground storage tank and associated soil sampling at Street Barn Lane.

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

Section 1. That this resolution approving Task Agreement 2019-3, herein attached and incorporated as **Exhibit A**, to perform the removal of the used oil storage tank and associated soil sampling at Street Barn Lane in the amount of \$19,110.00 is hereby approved for purposes described above.

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

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

Duly read and passed this ____ day of ____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 13, 2019

DIVISION: Public Works/Transportation

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

On June 18, 2019, Public Works Transportation staff observed a large amount of stormwater that had collected in the 300-gallon underground storage tank (UST) outside of the maintenance building. The UST was being used to store used oil from vehicle maintenance activities and had been recently cleaned out. Staff continued monitoring the water levels in the tank and noted that the level dropped quickly indicating a potential leak in the tank. Missouri Department of Natural Resources (MDNR) was notified immediately of the situation and they informed City staff that the tank would need to be registered and closed. City staff has completed the tank registration process.

According to the Missouri Risk Based Corrective Action (MRBCA) guidance documents, the City must close the tank and complete soil sampling and analysis during the removal process. The tank closure can be done through excavation and removal or in-place closure. In this instance, excavating and removing the tank will be the simplest and most cost effective expensive option for UST closure.

Olsson is currently working on a separate UST remediation project at the Street Barn site (Task Agreement 2019-1 approved by R2019-30) per their On-Call Engineering Professional Services Agreement (Ordinance No. 2016-4187); therefore, Staff requested they submit a proposal to complete the required work for the 300-gallon used oil UST. The estimated cost of this work is \$19,110.00 and includes completing the UST Closure Notice with MDNR, removal and disposal of the UST, and collection and analysis of soil samples. If these results show presence of Contaminants of Concern (COC), additional work may need to be completed.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Consultant:	Olsson	
Amount of Request/Contract:	\$	19,110.00
Amount Budgeted:	\$	19,110.00
Funding Source:	Transportation Budget – 225-0000-400-3020	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	\$5,000

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving Task Agreement 2019-3 with Olsson to perform the removal of the 300-gallon used oil underground storage tank and associated soil sampling at Street Barn Lane in the amount of \$19,110.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Olsson Task Agreement 2019-3 and Scope of Services

City of Belton – Public Works Task Agreement

Contract: Olsson

Ordinance or Resolution: N/A	Task Agreement No: 2019-3	Funding Amount: \$19,110 Purchase Order No: N/A
------------------------------	---------------------------	--

Project Title: **Street Department Barn Site – UST Removal**

Contractor (including sub-contractors): Olsson and Genesis Environmental	Division and Staff Project Manager: Celia Duran
--	--

Project Management Manual reviewed: Yes	Attachments (Gantt Chart, etc.): Exhibit A – Scope of Services; Exhibit B Fee Table
---	---

PROJECT Scope: See Exhibit A, attached.

Staff Signatures		Partner Signatures	
Public Works Director: Celia Duran	City Manager: Alexa Barton	Project Manager: Brent Johnson	Company Officer (if different): Rachael Reis
Signature: <u></u>	Signature: _____	Signature: <u></u>	Signature: <u></u>
Date: <u>7/30/2019</u>	Date: _____	Date: <u>7/22/19</u>	Date: <u>7/22/19</u>

Project Type: Design ___ Construction ___ Property Acquisition ___ Conceptual/Problem Solving x Surveying ___

Project Discipline(s): Transportation ___ Planning ___ Water ___ Wastewater ___

Report(s) Received: N/A

Work on File: N/A

--	--

Attach scope of work, budget, and other supporting material

SCOPE OF SERVICES
Street Department Barn Site
Belton, MO

The following provides a description of tasks to be performed under the Project. The purpose of this effort is to obtain a No Further Action Letter issued by the Missouri Department of Natural Resources for a tank removal project located at the Site.

Olsson understands that the City of Belton plans to remove an underground storage tank (UST) located at 1201 Street Barn Lane in Belton, Missouri. This facility currently has one 300-gallon used oil underground storage tank, product lines, and related accessories. To complete the proposed project, Olsson will complete the following scope of services:

- 1) File UST Closure Notice with the Missouri Department of Natural Resources (MDNR).
- 2) Contact MDNR Tanks Section at least 3 days prior to the start of closure activities.
- 3) Provide oversight during excavation activities.
- 4) Field screen excavated backfill materials using a photoionization detector (PID).
- 5) Collect two (2) confirmation soil samples from underneath and the sidewall of the tank, one (1) composite sample from the excavated materials, and one (1) grab sample from the product lines, in accordance with the Missouri Risk-Based Corrective Action Process for Petroleum Storage Tanks.
- 6) Analyze these soil samples for the following state-certified laboratory analyses: total of four (4) soil samples for Benzene, Toluene, Ethylbenzene and Naphthalene (BTEXN), Method 8260B; RCRA Metals, Method 6010B; Total Petroleum Hydrocarbons-Gasoline Range Organics/Diesel Range Organics/Oil Range Organics (TPH-GRO/DRO/ORO), Methods 8260B/8270C; and PAHs, Method 8270C (if TPH-DRO or TPH-ORO is detected).
- 7) Prepare a Draft Closure Report for the City to review and a Final Closure Report to submit to MDNR for review and issuance of a No Further Action letter.

In addition, under Olsson supervision, Olsson's MBE team subcontractor, Genesis Environmental, will complete the following scope of services:

General

- 1) Request utility locates with Missouri One Call.

Tank Removal

- 1) Mobilize required equipment, material, and personnel to the jobsite.
- 2) Excavate pit to uncover UST and stockpile all soil on site on 6 mil plastic for return to pit once closure activities are complete.
- 3) Pump and remove residual tank contents (up to 300 gallons), containerize into drums, and label containers "pending analysis" with the date and location. Additional tank contents to be billed at unit rates listed below.
- 4) Vent and monitor tank interior for explosive vapors; once clear, clean tank interiors while continuing to monitor for vapors, lift tanks from pit, cut access/demo holes in ends of tanks, and clean tanks.

Product Line Removal

- 1) Remove and dispose product lines and accessories as required.

Backfill

- 1) Once cleared for backfilling, return stockpiled material to tank pit and product lines. Genesis assumes that backfill will be placed into the tank pit on the same day – no additional mobilization is included. If backfill cannot be done until after sample results are in, an additional mobilization fee will be added.

MDNR

- 1) Genesis will assist Olsson in collection of any soil samples.
- 2) All other closure notices, reports, analytical, etc. to be completed by Olsson.

PROJECT ASSUMPTIONS

We have made several assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:

- 1) Field oversight will require no more than 2 days.
- 2) All work to be performed during "normal working hours".
- 3) Base bid only includes one mobilization from Genesis.
- 4) The buried tank never contained any product other than used oil and the only Contaminants of Concern (COC) will consist of BTEXN; RCRA Metals; TPH-GRO/DRO/ORO, and PAHs (if TPH-DRO or TPH-ORO is detected).
- 5) No more than four soil samples will be collected (if more are required, this will be an additional cost).
- 6) All soil sample results will be below MRBCA default target levels.
- 7) No more than 100 cubic yards of backfill material and/or native soils will be removed during the tank removals and the excavated material can be returned to the excavation pit. In the event that PID readings indicate the presence of Volatile Organic Compounds (VOCs) in the excavation pit, native soils will be over-excavated until the floor and sidewalls no longer exhibit PID readings, and the excavated material will be staged on-site atop plastic until the results of the laboratory analyses are received and proper off-site disposal arrangements can be made.
- 8) Client will handle additional backfill/gravel.
- 9) No Ecological Risk Assessment will be required or performed.
- 10) Groundwater will not be encountered in the excavation.
- 11) Bedrock will not be encountered in the excavation.
- 12) Compaction testing is not required; or by others.

PROJECT EXCLUSIONS

We have made the following exclusions in the preparation of this proposal. These exclusions and subsequent explanations are as follows:

- 1) Excludes any demo/repair of concrete.
- 2) Excludes excavation, disposal, or handling of contaminated soil or water.
- 3) Excludes testing, permitting, transportation and or disposal of hazardous materials.

- 4) Excludes excavation or removal of bedrock or relocating and or supporting underground utilities.
- 5) Excludes excavation, loading, transporting and or disposal of petroleum contaminated material.
- 6) Excludes pumping, hauling, and disposal of groundwater from the job site.
- 7) Excludes any permits, and/or fees associated with disposal of any materials not specifically mentioned herein.
- 8) Excludes additional backfill/gravel/topsoil/seeding.
- 9) Excludes weather related delays, or activities beyond our control.
- 10) Unit rates for materials are estimated; actual quantities will be billed at the unit rate listed for each item.
- 11) Excludes removal of tank pad beneath tank if such exists. Tank pad investigations and/or remediation will incur additional costs or excavation and disposal.
- 12) Excludes transportation and disposal of lined or fiberglass USTs.
- 13) Additional items not specifically included in this work plan will be agreed to in advance and will become part of the final billing.

COSTS

The following reflects Olsson's cost for providing the described services:

Subconsultant Base Fee*: \$6,420.00
Lab Fee*: \$1,720.00
Labor and Report Fee Lump Sum: \$5,970.00

Total Base Fee*: \$14,110.00
Contingency Fee: \$5,000.00

***additional fee may be required based on assumptions**

Unit Rates:
Additional Special Waste Drum Disposal \$260.00/drum
Loading, Hauling, and Disposal of Special Waste Solids \$120/ton

Hourly Professional Services Summary

Street Department Barn Site

Belton, MO

Fiscal Year 2020: 300-gallon UST Removal



Task Description	Sr. Sci	Assoc Sci.	Asst. Sci.	Editor	Geotech P.E.	Graphics Prof.	Admin.	Hourly Fee Extension	Direct Expenses	Sub-Totals
	\$150	\$95	\$75	\$115	\$160	\$75	\$65			
1) File UST Closure Notice with MDNR										
Closure Notice Submittal	1	6						\$720		
								\$0		
Hours Subtotal	1	6	0	0	0	0	0	\$720	\$0	\$720
2) UST Removal Activities										
Oversight and Sample Collection		16						\$1,520		
								\$0		
								\$0		
Hours Subtotal	0	16	0	0	0	0	0	\$1,520	\$0	\$1,520
3) Reporting										
Closure Report	2	29		2				\$3,350		
Base Map Preparation		4					1	\$380		
								\$0		
Hours Subtotal	2	33	0	2	0	0	1	\$3,730	\$0	\$3,730
Subconsultant Fees										
Laboratory Fees								\$1,720		
Subconsultant Fees								\$6,420		
Contingency Fee								\$5,000		
Hours Subtotal	0	0	0	0	0	0	0	\$13,140		\$13,140
BASE PROJECT TOTALS										
	3	55	0	2	0	0	1	\$19,110	\$0	\$19,110

SECTION XII

B

R2019-71

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ENSZ AND JESTER, P.C. TO REVIEW, REVISE AND DRAFT THE CITY'S PERSONNEL POLICIES AND PRACTICES.

WHEREAS, the City of Belton Personnel Policies, created in 1974 with essential periodic updates, requires periodic overview; and

WHEREAS, Ensz and Jester, P.C. represents the City of Belton through the City's risk management provider, Midwest Public Risk of Missouri and provides employment best-practices to the City of Belton and the 100+ municipal organizations/members of the same organization; and

WHEREAS, it is expected that existing personnel policies may be simplified, de-conflicted, updated, and rendered best practices; including the need to evaluate policies related to and addressing the legalization of marijuana in the state of Missouri as well as current trending Federal and State laws; and

WHEREAS, Ensz and Jester, P.C. is a relevant professional organization since 1982 advising on human resource issues and is active in employment law litigation in governmental and private industry settings; and

WHEREAS, it is the City's intent for the consultant to review the current Personnel Policy Manual and make recommendations for a quality product consistent with human resources policy best practices and to simplify the policies and ensure they are consistent and flexible while protecting the City from liability; and

WHEREAS, the City has determined Ensz and Jester, P.C. has the expertise needed to assist in these areas.

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

Section 1. That the Professional Services Agreement, herein attached and incorporated to this Ordinance with Ensz and Jester, P.C. hereby approved and appointed as special counsel.

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

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

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Duly read and passed this ____ day of ____, 2019.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
City of Belton, Missouri

SECTION XII

C

R2019-72

A RESOLUTION APPROVING TASK AGREEMENT 2019-3 WITH BREIT CONSTRUCTION FOR THE BELTON I-49 OUTER ROAD WATER LINE RELOCATION PROJECT IN THE AMOUNT OF \$165,891.00.

WHEREAS, the City has partnered with the Missouri Department of Transportation (MoDOT) and NorthPoint Development (the developer for the Southview Commerce Center) to fund the design and construction of improvements for the I-49 Outer Road from 155th Street to 163rd Street. Construction is anticipated to begin in mid-September and be substantially completed by the end of this year. The design for the Outer Road includes widening the street to 24 feet (2 12-foot lanes) with curb and gutter. Due to the widening and associated grading, the City's existing 4-inch water line requires relocation. Staff recommends that the 4-inch water line be abandoned in place and replaced with a 12-inch ductile iron pipe to increase capacity and reliability, stabilize fire flows, and improve the water distribution network; and

WHEREAS, On July 19, 2019, the City solicited bids from four On-Call Water, Wastewater, and Stormwater Services contractors. Two contractors submitted bids: Breit Construction at \$165,891.00 and The Janik Group at \$332,756.91. After evaluation of the bid prices, Staff determined that Breit Construction had the lowest and most responsible bid. This bid is lower than the Engineer's Estimate of \$180,777.00. The scope of work includes installation of approximately 618 feet of 12-inch ductile iron water line, 68 feet of 8-inch ductile iron water line (that will tie the proposed 12-inch water line into the existing water lines on Grand Street, Grand Hill Street and Hill Street), two fire hydrants, and associated materials; and

WHEREAS, the Council believes it is beneficial to the citizens of Belton to approve Task Agreement 2019-3 with Breit Construction to perform the Belton I-49 outer road water line relocation.

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

Section 1. That this resolution approving Task Agreement 2019-3, herein attached and incorporated as **Exhibit A**, to perform the Belton I-49 outer road water line relocation in the amount of \$165,891.00 is hereby approved for purposes described above.

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

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

Duly read and passed this ____ day of ____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 13, 2019

DIVISION: Public Works/Water Services

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

The City has partnered with the Missouri Department of Transportation (MoDOT) and NorthPoint Development (the developer for the Southview Commerce Center) to fund the design and construction of improvements for the I-49 Outer Road from 155th Street to 163rd Street. Construction is anticipated to begin in mid-September and be substantially completed by the end of this year.

The design for the Outer Road includes widening the street to 24 feet (2 12-foot lanes) with curb and gutter. Due to the widening and associated grading, the City’s existing 4-inch water line requires relocation. Staff recommends that the 4-inch water line be abandoned in place and replaced with a 12-inch ductile iron pipe to increase capacity and reliability, stabilize fire flows, and improve the water distribution network.

On July 19, 2019, the City solicited bids from four On-Call Water, Wastewater, and Stormwater Services contractors. Two contractors submitted bids: Breit Construction at \$165,891.00 and The Janik Group at \$332,756.91. After evaluation of the bid prices, Staff determined that Breit Construction had the lowest and most responsible bid. This bid is lower than the Engineer’s Estimate of \$180,777.

The scope of work includes installation of approximately 618 feet of 12-inch ductile iron water line, 68 feet of 8-inch ductile iron water line (that will tie the proposed 12-inch water line into the existing water lines on Grand Street, Grand Hill Street and Hill Street), two fire hydrants, and associated materials.

Staff recommends approval of Task Agreement No. 2019-3 with Breit Construction for the Belton I-49 Outer Road Water Line Relocation Project in the amount of \$165,891.00. This will be funded from the FY2020 Water Services budget for water line replacement.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Consultant:	Breit Construction	
Amount of Request/Contract:	\$	\$165,891.00
Amount Budgeted:	\$	\$250,000.00
Funding Source:	662-0000-495-7300	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	\$84,109.00

STAFF RECOMMENDATION:

Approve a resolution approving Task Agreement No. 2019-3 with Breit Construction for the Belton I-49 Outer Road Water Line Relocation Project in the amount of \$165,891.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Task Agreement No. 2019-3 with Breit Construction

City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution:

Task Agreement No: 2019-3

Funding Amount: \$165,933.00

Purchase Order No:

Project Title: I-49 Outer Road Water Line Relocation Project

Contractor/Consultant (including subs): Breit Construction

Division and Staff Project Manager: Celia Duran

Project Management Manual reviewed:

Attachments (Gantt Chart/ Schedule, Insurance, etc.):

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

See attached scope.

Check boxes below that apply:

Enrollment in E-Verify

Prevailing Wage

Certificate of Good Standing

Staff Signatures

Director of Public Works:
Celia Duran

City Manager:
Alexa Barton

Signature: _____

Date: _____

Signature: _____

Date: _____

Partner Signatures

Project Manager:

Signature: _____

Date: _____

Company Principal (if different):

*Andrew Breit -
General Manager*

Signature: _____

Date: 8/6/2019

Project Type: Design ___ Construction ___ Property Acquisition ___ Conceptual/Problem Solving ___ Surveying ___

Project Discipline(s): Transportation ___ Planning ___ Water ___ Wastewater ___ Stormwater ___

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement, Public Works Department, Engineering Division by and between the City and _____ (Professional), dated _____.

Attach scope of work, budget, and other supporting material



PO Box 551 Raymore, MO 64083

Outer Rd Water Main Replacement – Scope Clarifications

To: City of Belton

Attn: Celia Duran/Don Tyler

Breit Construction LLC proposes to provide labor, materials, equipment, and supervision for the Outer Rd Water Main Replacement Project located in Belton, MO. The proposed scope of work shall be as specified per plans by Olsson dated 7/18/2019, for the quantities and pricing as described in bid sheet.

- Personnel probed the site for rock. Labor and equipment for rock excavation is included in lineal foot pipe pricing
- Addendum 1 is acknowledged
- Pavement replacement per SY includes flowfill/concrete backfill under pavement
- Traffic control pricing includes flagmen
- Mobilization includes bonding and insurance

Contact:

Steve Sherrer: Estimator/Project Manager – (816) 813-7748

steve.sherrer@breitconstructionllc.com

Andy Breit: General Manager – (913) 485-8008

andy.breit@breitconstructionllc.com

Office: (816) 348-9461

Fax: (816) 322-1241

Thanks for your consideration, Breit Construction is a union company.

Outer Rd. Water Main Relocation Bid

<i>Item Description</i>	<i>Quantity</i>	<i>Qty. Units</i>	<i>Unit Cost</i>	<i>Total Cost</i>
Mobilization	1	LS	\$ 6,616.49	\$ 6,616.49
Construction Staking/Survey	1	LS	\$ 1,524.50	\$ 1,524.50
Clearing and Grubbing	1	LS	\$ 2,598.24	\$ 2,598.24
12" Class 52 Ductile Iron Pipe	618	LF	\$ 95.39	\$ 58,951.02
8" Class 52 Ductile Iron Pipe	68	LF	\$ 79.53	\$ 5,408.04
4" Class 52 Ductile Iron Pipe	20	LF	\$ 56.32	\$ 1,126.40
12" Gate Valve	4	EA	\$ 2,279.60	\$ 9,118.40
8" Gate Valve	2	EA	\$ 1,435.17	\$ 2,870.34
12"x 8" Tee w/Thrust Block	2	EA	\$ 848.52	\$ 1,697.04
12"x 6" Tee w/Thrust Block	2	EA	\$ 915.44	\$ 1,830.88
12" 45 Degree Bend w/Thrust Block	4	EA	\$ 913.73	\$ 3,654.92
8" 45 Degree Bend w/Thrust Block	6	EA	\$ 782.55	\$ 4,695.30
12" x 4" Reducer	1	EA	\$ 494.62	\$ 494.62
8" x 4" Reducer	2	EA	\$ 386.05	\$ 772.10
12" MJ Plug	1	EA	\$ 374.45	\$ 374.45
4" Solid Sleeve	3	EA	\$ 414.19	\$ 1,242.57
Straddle Block	4	EA	\$ 1,054.23	\$ 4,216.92
Fire Hydrant Assembly	2	EA	\$ 4,539.02	\$ 9,078.04
Temporary Flushing Assembly	1	EA	\$ 877.56	\$ 877.56
Cut & Plug Exist. Water Main	5	EA	\$ 1,563.68	\$ 7,818.40
Pavement Replacement	12	SY	\$ 661.63	\$ 7,939.56
Gravel Road Replacement	5	SY	\$ 224.34	\$ 1,121.70
Traffic Control	1	LS	\$ 6,905.51	\$ 6,905.51
Force Account	1	LS	\$ 25,000.00	\$ 25,000.00
			TOTAL	\$ 165,933.00

Bid of: BREIT CONSTRUCTION, LLC



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

**OUTER ROAD WATER MAIN RELOCATION PROJECT
ADDENDUM
JULY 23, 2019**

Bidders on the Outer Road Water Main Relocation Project are hereby notified that the following addendum is made to the Request for Bids. This addendum adds, changes, or clarifies the following:

Item 1: Modification to Bid Tab

Staff has confirmed that the existing water lines are 4" instead of 6". All items that referenced 4" or 6" materials are hereby revised and bolded to 4". The Bid Tab has been revised accordingly for the following items: 4" Class 52 Ductile Iron Pipe, 12" x 4" Reducer, 8" x 4" reducer, 4" solid sleeve.

NOTE: Bidders must sign and date this addendum and submit the revised Bid Tab for the Outer Road Water Main Relocation Project. Bids will be accepted until Friday, August 2, 2019, before 5:00 p.m.

Signature:

A handwritten signature in black ink, appearing to read "Andrew B. T.", written over a horizontal line.

Date:

8/2/2019