



Agenda of the Belton City Council

July 14, 2020 – 6:00 p.m.

<https://www.belton.org/watch>

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

A. Motion approving the minutes of the June 23, 2020, City Council Meeting.

Page 5

B. Motion approving the purchase of a 2020 F-350 Regular Cab 4x4 Truck from Blue Springs Ford Sales, Inc., for the Public Works - Water Services Department.

This purchase is within budget for FY2021.

Page 11

C. Motion approving the purchase of a 2020 F-350 Regular Cab 4x4 Truck from Blue Springs Ford Sales, Inc., for the Public Works - Water Services Department.

This purchase is within budget for FY2021.

Page 17

D. Motion approving the purchase of a 2020 Titan Vac-Con Jet/Vac Truck, from RED Municipal & Industrial Equipment Co., for the Public Works - Water Services Department.

This purchase is within budget for FY2021.

Page 26

- E. **Motion approving the purchase of security equipment such as keys and cores for the new Public Works facility.**

This purchase is within budget for FY2021. With a portion of the cost expected to be reimbursed from the CARES act.

Page 39

- F. Motion approving Resolution R2020-31

A resolution formally accepting the Traditions Phase 2 Subdivision new public infrastructure of 1,461 feet of 8” water line and associated valves and fitting; three (3) fire hydrant assemblies; 1,678 feet of sanitary sewer main and associated manholes; 1,243 feet of storm sewer and associated structures; 3,612 lane feet of street; and stop intersection on Maggie Court at Emily Lane, Northwest corner with a two-year maintenance bond in the amount of \$594,039.88.

Page 90

- G. Motion approving Resolution R2020-32

A resolution of the City of Belton, Missouri approving an On-Call Professional Services Contract with Cook, Flatt & Strobel Engineers.

Page 96

V. PERSONAL APPEARANCES

VI. ORDINANCES

- A. Motion approving the final reading of Bill No. 2020-32

An ordinance authorizing the Taxable Industrial Revenue Bonds (NP Southview Industrial Building 3, LLC Project), Series 2020 related to an industrial development project in the City and authorizing the City to enter into certain agreements and take certain other actions.

- B. Motion approving the first reading of Bill No. 2020-35

An ordinance approving an agreement between the City of Belton, Missouri and Baker Tilly and authorizing the execution of the same.

Page 120

VII. RESOLUTIONS

VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR’S COMMUNICATIONS

X. CITY MANAGER’S REPORT

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

July 21, 2020 – Special Meeting

July 28, 2020 – Regular Meeting

August 11, 2020 – Regular Meeting

August 25, 2020 – Regular Meeting

XI. OTHER BUSINESS

XII. ADJOURN MEETING

SECTION IV

A

**Minutes of the Belton City Council
June 23, 2020
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the public hearing to order at 6:00 p.m.

The City of Belton, Missouri held a public hearing to receive comments on the petition establishing the Southview Commerce Center Community Improvement District. There were no comments. Mayor Davis closed the public hearing at 6:02 p.m. and called the regular meeting to order.

Councilmember Savage led the Pledge of Allegiance to the Flag.

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

Councilmember absent: Dave Clark

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

CONSENT AGENDA

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

- **approving the minutes of the June 16, 2020, City Council Meeting.**
- approving Resolution R2020-29: **A resolution of the City of Belton, Missouri approving an On-Call Professional Services contract with Trekk Design Group, LLC.**
- approving Resolution R2020-30: **A resolution of the City of Belton, Missouri approving an On-Call Professional Services contract with Wilson & Company.**

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

ORDINANCES

Andrea Cunningham, City Clerk, gave the final reading of Bill No. 2020-30: **An ordinance approving an amendment to the City's zoning map from C-2 (General Commercial) District to R-3A Planned Unit Development district, for 11.64 acres of the parcel located on the south side of 163rd Street, midway between Markey Parkway and Givan Avenue, Belton, Cass County, Missouri.**

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

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

Noes: 0

Absent: 1 Clark

Bill No. 2020-30 was declared passed and in full force and effect as **Ordinance No. 2020-4577**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2020-28: **An ordinance approving a plan for a commercial project and a development and performance agreement between the City of Belton, Missouri and NorthPoint Development, LLC; and authorizing certain agreements and other actions by the City.**

Presented by Councilmember Lathrop, seconded by Councilmember Trutzel. Councilmember Davidson read questions from a citizen. (attached exhibit A) Vote on the final reading was recorded:

Ayes: 7 Mayor Davis, Councilmember Peek, VanWinkle, Savage, Lathrop, Finn, Trutzel

Noes: 1 Davidson

Absent: 1 Clark

Bill No. 2020-28 was declared passed and in full force and effect as **Ordinance No. 2020-4576**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2020-31: **An ordinance approving the petition for and establishing the Southview Commerce Center Community Improvement District and approving a Cooperative Agreement among the City of Belton, Missouri, the Southview Commerce Center Community Improvement District and NP Southview Industrial, LLC.**

Presented by Councilmember Trutzel, seconded by Councilmember Lathrop. Ms. Cunningham noted there was a scrivener's error in the ordinance. All references to "NorthPoint Development, LLC" should read "NP Southview Industrial, LLC." There are no changes to the petition or agreement. Sid Douglas, Gilmore and Bell, said this CID will oversee public improvement projects within the Southview Commerce Center. Vote on the first reading was recorded with all present voting in favor except for Councilmember Davidson who voted no. First reading passed. **Councilmember Trutzel moved to hear the final reading.** Councilmember Finn seconded. Vote to hear the final reading was recorded with all present voting in favor except for Councilmember Davidson who voted no. Motion passed. The final reading was read. Presented by Councilmember Trutzel, seconded by Councilmember Lathrop. Vote on the final reading was recorded:

Ayes: 7 Savage, Lathrop, Trutzel, VanWinkle, Finn, Peek, Mayor Davis

Noes: 1 Davidson

Absent: 1 Clark

Bill No. 2020-31 was declared passed and in full force and effect as **Ordinance No. 2020-4578**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2020-32: **An ordinance authorizing the Taxable Industrial Revenue Bonds (NP Southview Industrial Building 3, LLC Project), Series 2020 related to an industrial development project in the City and authorizing the City to enter into certain agreements and take certain other actions.**

Presented by Councilmember Trutzel, seconded by Councilmember Lathrop. Vote on the first reading was recorded with all present voting in favor except for Councilmember Davidson who voted no. First reading passed.

Ms. Cunningham read Bill No. 2020-33: **An ordinance approving an amendment to the City's Zoning Map from A (Agricultural) District to R-1 (Single-Family Residential) District, for an 8.73-acre site located on the North side of Cambridge Road, approximately 236 feet East of Mullen Road, Belton, Cass County, Missouri.**

Presented by Councilmember Trutzel, seconded by Councilmember Peek. Vote on the first reading was recorded with all present voting in favor. First reading passed. Dave Clements, Planning and Building Director, said the applicant, Mr. Whorton, is present and is asking the Council for consideration of the final reading tonight. **Councilmember Savage moved to hear the final reading.** Councilmember VanWinkle seconded. Vote to hear the final reading was recorded with all present voting in favor. Motion passed. The final reading was read. Presented by Councilmember Trutzel, seconded by Councilmember Lathrop. Vote on the final reading was recorded:

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

Noes: 0

Absent: 1 Clark

Bill No. 2020-33 was declared passed and in full force and effect as **Ordinance No. 2020-4579**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2020-34: **An ordinance approving the Final Plat for Whorton Farms, an existing subdivision on the North side of Cambridge Road, East of Mullen Road, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's Office.**

Presented by Councilmember Trutzel, seconded by Councilmember Lathrop. Vote on the first reading was recorded with all present voting in favor. First reading passed. **Councilmember Savage moved to hear the final reading.** Councilmember Peek seconded. Vote to hear the final reading was recorded with all present voting in favor. Motion passed. The final reading was read. Presented by Councilmember Lathrop, seconded by Councilmember Trutzel. Vote on the final reading was recorded:

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

Noes: 0

Absent: 1 Clark

Bill No. 2020-34 was declared passed and in full force and effect as **Ordinance No. 2020-4580**, subject to Mayoral veto.

CITY COUNCIL LIAISON REPORTS

Councilmember Davidson gave a Park report.

- The Park is hiring
- Kids paint party at HBWC July 24
- Theatre in the Park August 14
- Summerfest August 21-22

MAYOR'S COMMUNICATIONS

There was fire training at Cleveland Lake yesterday.

Please be considerate with your fireworks.

CITY MANAGER’S REPORT

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

July 14, 2020

July 28, 2020

August 11, 2020

August 25, 2020

Fire Chief Sapp went over the fireworks regulations. Sales will begin June 28 through July 4. Fireworks can be shot off from 10 a.m. – 10 p.m. each day, except Sundays which begin at noon and July 4 which ends at midnight.

OTHER BUSINESS

Police Chief James Person reminded everyone to keep social distancing.

Being no further business, Councilmember Lathrop moved to adjourn at 6:53 p.m. Councilmember Peek seconded. All present voted in favor. Meeting adjourned.

Andrea Cunningham, City Clerk

Mayor Jeff Davis

-
1. Is Northpoint purchasing the entire plot of land? If so, what is the plan for the remaining unused acreage leading up to Givan?

No, they are not purchasing the entire plot. Only 11.64 of the 20 acre parcel. Hales retains ownership of the remaining unpurchased land, retaining its original C2 zone.

2. Can we guarantee residents no future street cutting through to Givan?

No, we cannot guarantee this. There is already an existing curb cut (across from Arvest) for future development.

3. Would it be possible to install speed bumps on Givan to reduce speed of cut-through traffic?

Possible yes, preferably not as it is difficult to maintain streets with them – especially in inclement weather (no pushing snow as the blades are set at one level); instead, if we are worried about speeding traffic, that would be shared with BPD for monitoring and enforcement.

4. Can Northpoint guarantee no Section 8 or low income for these apartments?

The development agreement requires the apartments be maintained as presented during the life of the agreement, which is luxury quality apartments.

5. Will this complex have its own branding and name, or will it be known as "Northpoint?"

Unknown what they will be called (but all of the other NP apartments have a different brand/name)

6. What city department will be responsible for dog park upkeep and maintenance? What department is paying for the city's cost share portion?

NP will maintain the dog park and the trails. The City will maintain the drive/parking (to be funded from transportation)

SECTION IV

B



CITY OF BELTON

CITY COUNCIL INFORMATION FORM

AGENDA DATE: July 14, 2020

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:

Truck 72 is a 2005 Chevrolet ½-ton pickup with over 155,000 miles. This vehicle continues to have costly repairs to keep vehicle safe for drivers and is coming to the end of its useful life after 15 years. Per the Vehicle Equipment Replacement Program (VERP) criteria, this vehicle was scheduled to be replaced in 2017. This vehicle needs to be replaced to assist with water and wastewater daily operations.

This bid was prepared using the Missouri Department of Transportation State Contract for fleet vehicles. The State of Missouri procurement office evaluated vehicle dealerships in Missouri using lowest cost and best practices criteria and selected Blue Springs Ford to provide Ford vehicles for this statewide contract.

This vehicle will be replaced with a F350 4x4 Reg Cab pickup and funded by approved Water and Wastewater FY2021 budgets.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Blue Springs Ford Sales, Inc.
Amount of Request/Contract:	\$ 29,265.00
Amount Budgeted:	\$ 34,000.00
Funding Source:	660-0000-495-7400 = \$ 17,000.00
Additional Funds:	\$
Funding Source:	662-0000-495-7400 = \$ 17,000.00
Encumbered:	\$
Funds Remaining:	\$ Acct. 660 = \$ 2,367.50 & 662 = \$ 2,367.50

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of a 2020 or newer Ford F350 1-ton, Regular Cab, 4 x 4, from Blue Springs Ford Sales, Inc. in Blue Springs, Missouri for \$ 29,265.00 and approve the disposal/sale of the current Truck #72 through the City of Belton's auctioneer service provider.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- MoDOT Contract Award Letter
- Blue Springs Ford Price Quote



105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Missouri Department of Transportation
Patrick K McKenna, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

February 10, 2020

Blue Springs Ford Sales, Inc.
3200 NW South Outer Road
Blue Springs, MO 64015
Attention: Mike Hilker

Re: Bid Tabulation – Award Notice for IFB605CO20001288-Medium Duty Vehicles

To Whom It May Concern:

All bid pricing has been received and reviewed. Notice is hereby given that Blue Springs Ford Sales, Inc. has been awarded a contract for Invitation for Bid IFB605CO20001288 - Medium Duty Vehicles. This is a multiple award bid and several vendors have been awarded a contract. These prices will be good through the 2020 model year.

The tabulation results are available on the State of Missouri's procurement website called MissouriBUYS as shown below:

<https://missouribuys.mo.gov/>

If you have questions or need additional information, you can reach me at 573-522-4404.

Sincerely,

Tom Veasman
Senior General Services Specialist



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CITY OF BELTON, MISSOURI
BLUE SPRINGS FORD PRICING QUOTE 06/10/2020
ITEM #4 2020 F-350 REGULAR CAB 4X4 8' BOX SRW

MODOT CONTRACT 2020 MODEL YEAR IFB605CO20001288

MODOT BASE PRICE ITEM # 4

BASE PRICE ITEMS

F350 REGULAR CAB, 4X4, 6.2L V-8 GAS, SRW

DAYTIME RUNNING LIGHTS, CRUISE CONTROL, BRAKE CONTROL

TOTAL \$ 27,505

MODOT OPTION ADDS

OPTION 4E, SPRAY IN LINER

TOTAL \$ 595

CUSTOMER OPTION ADDS

SNOW PLOW PREP KIT, POWER EQUIPMENT PKG

TOTAL \$ 1,165

TRUCK	TOTAL	\$	29,265
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CUSTOMER OPTION DELETES

NONE

TOTAL \$ -

MODOT CONTRACT UPFIT ITEM

NO UPFIT ITEMS REQUESTED

TOTAL \$ -

UPFIT	TOTAL	\$	-
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TOTAL PRICE QUOTE TRUCK AND UPFIT	\$	29,265
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NOTE:

PRICING PER ATTACHED BUILT SHEET/SUBJECT TO MODEL YEAR BALANCE OUT

TO QUALIFY FOR MODOT STATE CONTRACT PRICING AND GOVERNMENT DISCOUNTS

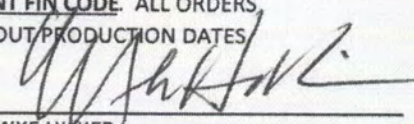
YOUR AGENCY MUST HAVE A CURRENT FORD GOVERNMENT FIN CODE. ALL ORDERS,

ACCEPTED ARE SUBJECT TO FORD'S MODEL YEAR BALANCE OUT PRODUCTION DATES

NAME/TITLE

ACCEPTED AS PER ABOVE

ORDER PO#


MIKE HILKER

BLUE SPRINGS FORD, FLEET MGR

DIRECT LINE 816-220-4608

CITY OF BELTON
BUILD SHEET

F350 REG CAB 4x4

PAGE 1 OF 2

VIRTCDP 432

CNGP530

VEHICLE ORDER CONFIRMATION

06/10/20 16:30:50

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2020 F-SERIES SD

Dealer: F53118

Page: 1 of 2

Order No: 0001 Priority: H4 Ord FIN: QS461 Order Type: 5B Price Level: 040

Ord PEP: 610A Cust/Flt Name: CITY BELTON

PO Number:

RETAIL

RETAIL

F3B F350 4X4SDR/CSR \$38350

TRAILER TOW PKG

142" WHEELBASE

FLEET SPCL ADJ

NC

Z1 OXFORD WHITE

10400# GVWR PKG

A VNYL 40/20/40

425 50 STATE EMISS

NC

S MEDIUM EARTH GR

473 SNOW PLOW PKG

250 ADD

610A PREF EQUIP PKG

512 SPARE TIRE/WHL2

NC

.XL TRIM

52B BRAKE CONTROLLER

270 MODOT

572 .AIR CONDITIONER

NC

525 CRUISE CONTROL

235 MODOT

.AMFM/MP3/CLK

996 .6.2L EFI V8 ENG

NC

TOTAL BASE AND OPTIONS 42355

44G 10-SPD AUTOMATC

NC

TOTAL 42355

TD8 .LT245 BSW AS 17

THIS IS NOT AN INVOICE

X37 3.73 REG AXLE

NC

90L PWR EQUIP GROUP

915 ADD

* MORE ORDER INFO NEXT PAGE *

JOB #2 BUILD

F8=Next

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC05100

V1DP0110

2,6

MODOT ITEM # 4

F350 REG CAB 8' BOX 4x4
SINGLE REAR WHEELS

ADDED OPTIONS

\$ 21,505

\$ 1760

\$ 29,265

Blue Springs Ford.

Wfh Hill
6/12/20

CITY OF BELTON BUILD SHEET

PAGE 20 FZ

VIRTCDP 14.58 5432

CNGP530

VEHICLE ORDER CONFIRMATION

06/10/20 16:31:15

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Dealer: F53118

2020 F-SERIES SD

Page: 2 of 2

Order No: 0001 Priority: H4 Ord FIN: QS461 Order Type: 5B Price Level: 040

Ord PEP: 610A Cust/Flt Name: CITY BELTON PO Number:

RETAIL

RETAIL

TELE TT MIR-PWR

59H HI MNT STOP LMP NC

JACK

67D 200/240 AMP ALT NC

85S TOUGH BED 595 ADD

942 DAY RUNNING LTS 45

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1695

TOTAL BASE AND OPTIONS 42355

TOTAL 42355

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F7=Prev

F1=Help F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC05100

V1DP0110

2,6

SECTION IV

C



CITY OF BELTON

CITY COUNCIL INFORMATION FORM

AGENDA DATE: July 14, 2020

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:

Truck 42 is a 2004 Ford F250 ¾-ton pickup with over 116,000 miles. This vehicle continues to have costly repairs to keep vehicle safe for drivers and is coming to the end of its useful life after 16 years. Per the Vehicle Equipment Replacement Program (VERP) criteria, this vehicle was scheduled to be replaced in 2016. This vehicle needs to be replaced to assist with water and wastewater daily operations.

This bid was prepared using the Missouri Department of Transportation State Contract for fleet vehicles. The State of Missouri procurement office evaluated vehicle dealerships in Missouri using lowest cost and best practices criteria and selected Blue Springs Ford to provide Ford vehicles for this statewide contract.

This vehicle will be replaced with a F350 4x4 Reg Cab pickup with service body and funded by approved Water and Wastewater FY2021 budgets.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Blue Springs Ford Sales, Inc.
Amount of Request/Contract:	\$ 36,893.00
Amount Budgeted:	\$ 40,000.00
Funding Source:	660-0000-495-7400 = \$ 20,000.00
Additional Funds:	\$
Funding Source:	662-0000-495-7400 = \$ 20,000.00
Encumbered:	\$
Funds Remaining:	\$ Acct. 660 = \$ 1,553.50 & 662 = \$ 1,553.50

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of a 2020 or newer Ford F350 1-ton, Regular Cab, 4 x 4 with service body from Blue Springs Ford Sales, Inc. in Blue Springs, Missouri for \$ 36,893.00 and approve the disposal/sale of the current Truck #42 through the City of Belton's auctioneer service provider.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- MoDOT Contract Award Letter
- Blue Springs Ford Truck and Service Body Price Quote



105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Missouri Department of Transportation
Patrick K McKenna, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

February 10, 2020

Blue Springs Ford Sales, Inc.
3200 NW South Outer Road
Blue Springs, MO 64015
Attention: Mike Hilker

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If you have questions or need additional information, you can reach me at 573-522-4404.

Sincerely,

Tom Veasman
Senior General Services Specialist



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CITY OF BELTON, MISSOURI
BLUE SPRINGS FORD PRICING QUOTE 06/10/2020
ITEM #4 2020 F-350 REGULAR CAB 4X4 8' BOX SRW

MODOT CONTRACT 2020 MODEL YEAR IFB605CO20001288

MODOT BASE PRICE ITEM # 4

BASE PRICE ITEMS

F350 REGULAR CAB, 4X4, 6.2, 4X4 BOX, 6.2L V-8 GAS, SRW

DAYTIME RUNNING LIGHTS, CRUISE CONTROL, BRAKE CONTROL

TOTAL \$ 27,505

MODOT OPTION ADDS

NONE

TOTAL \$ -

CUSTOMER OPTION ADDS

SNOW PLOW PREP KIT, POWER EQUIPMENT PKG

SPARE TIRE, REAR CAMERA PREP KIT

TOW WIRE PKG

BOX DELETE CREDIT

TOTAL \$ 1,716

TRUCK	TOTAL	\$ 29,221
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CUSTOMER OPTION DELETES

NONE

TOTAL \$ -

MODOT CONTRACT UPFIT ITEM

KNAPHEIDE QUOTE ATTACHED TC00007064

KNAP 696-2 SERVICE BODY WITH SPRAY IN LINER

TOTAL \$ 7,672

UPFIT	TOTAL	\$ 7,672
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TOTAL PRICE QUOTE TRUCK AND UPFIT	\$ 36,893
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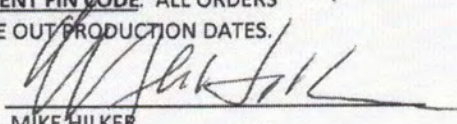
NOTE:

PRICING PER ATTACHED BUILT SHEET/SUBJECT TO MODEL YEAR BALANCE OUT
TO QUALIFY FOR MODOT STATE CONTRACT PRICING AND GOVERNMENT DISCOUNTS
YOUR AGENCY MUST HAVE A CURRENT FORD GOVERNMENT FIN CODE. ALL ORDERS
ACCEPTED ARE SUBJECT TO FORD'S MODEL YEAR BALANCE OUT PRODUCTION DATES.

NAME/TITLE

ACCEPTED AS PER ABOVE

ORDER PO#


MIKE HILKER

BLUE SPRINGS FORD, FLEET MGR

DIRECT LINE 816-220-4608

CITY OF BELTON
F350 4x4 ITEM #4 BUILD SHEET

1 OF 2

VIRTCDP 44.08 5432

CNGP530

VEHICLE ORDER CONFIRMATION

06/22/20 13:35:08

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Dealer: F53118

2020 F-SERIES SD

Page: 1 of 2

Order No: 0001 Priority: J1 Ord FIN: QS461 Order Type: 5B Price Level: 040

Ord PEP: 610A Cust/Flt Name: CITY BELTON

PO Number:

RETAIL

RETAIL

F3B F350 4X4SDR/CSR \$38350

JOB #2 BUILD

142" WHEELBASE

FLEET SPCL ADJ

NC

Z1 OXFORD WHITE

10400# GVWR PKG

A VNYL 40/20/40

425 50 STATE EMISS

NC

S MEDIUM EARTH GR

473 SNOW PLOW PKG

250

610A PREF EQUIP PKG

512 SPARE TIRE/WHL2

295

.XL TRIM

52B BRAKE CONTROLLER

270

572 .AIR CONDITIONER

NC

525 CRUISE CONTROL

235

.AMFM/MP3/CLK

996 .6.2L EFI V8 ENG

NC

TOTAL BASE AND OPTIONS 41845

44G 10-SPD AUTOMATC

NC

TOTAL 41845

TD8 .LT245 BSW AS 17

THIS IS NOT AN INVOICE

X37 3.73 REG AXLE

NC

* MORE ORDER INFO NEXT PAGE *

90L PWR EQUIP GROUP

915

F8=Next

66D PU BOX DELETE

F1=Help

F2=Return to Order

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F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC05100

V1DP0082

2,6

Modot #4

F350 4x4 8' BOX 6.2 GAS

REF CAB SINGLE REAR WHEEL

BOX DELETE W/ SERVICE BODY

BASE \$ 27,500

ADDS \$ 1716

\$ 29,221

SERVICE \$ 7672

BODY

\$ 36,893

Blue Springs Ford.

WMAH2

CITY OF BELTON

20F2

F350 4x4 ITEM#4 BUILD SHEET

VIRTC1DP 1432

CNGP530

VEHICLE ORDER CONFIRMATION

06/22/20 13:35:27

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Dealer: F53118

2020 F-SERIES SD

Page: 2 of 2

Order No: 0001 Priority: J1 Ord FIN: QS461 Order Type: 5B Price Level: 040

Ord PEP: 610A Cust/Flt Name: CITY BELTON

PO Number:

RETAIL

RETAIL

TELE TT MIR-PWR

JACK

67D 200/240 AMP ALT NC

872 RR CAM & PREP K 415 *ADD*942 DAY RUNNING LTS 45 *NO DOT*

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1695

TOTAL BASE AND OPTIONS 41845

TOTAL 41845

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F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC05100

V1DP0082

2,6



Knapheide Truck Equipment
7200 NE 45th Street
Kansas City MO 64117
Phone: 816-472-4444
Fax: 816-472-5147
www.kansascity.knapheide.com

QUOTATION

Quote ID: TC00007064

Page 1 of 3

Customer: BLUE SPRINGS FORD SALES I
3200 S OUTER RD
P O BOX 249 ATTN: ACCOUNTING
BLUE SPRINGS MO 64015

Quote Number: TC00007064

Quote Date: 6/11/2020

Quote valid until: 7/11/2020

Contact: MIKE HILKER

Phone: 816-229-4400

Fax: 1-816-220-4619

By: Prepared tcummings
Salesperson: Anthony Williams
PO#:

Enduser: MO DOT

Make: FORD	Model: F-350	Year: 2020	Single/Dual: SRW
Cab Type: REGULAR	Wheelbase: 142.0	Cab-to-Axle: 56.0	VIN:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	KNAP 696-2	PRICES INCLUDE THE FOLLOWING STANDARD FEATURES: 40" HIGH SIDE PACKS 14-GAUGE TWO-SIDED A-40 GALVANNEAL STEEL SHELL EXCLUSIVE "RETURN FLANGE" FLOOR 20-GAUGE TWO-SIDED A-40 GALVANNEAL STEEL COMPARTMENT DOORS NEOPRENE COMPARTMENT DOOR SEALS CONTINUOUS STAINLESS STEEL HINGES AUTOMOTIVE QUALITY ROTARY-STYLE LATCHES ADJUSTABLE SECURITY DOOR RING STRIKERS INTERIOR LATCH COVERS DOUBLE-SPRING OVER-CENTER DOOR RETAINER 250-LB CAPACITY ADJUSTABLE SHELVES OEM SPECIFIC INSTALLATION KITS-(MUST BE ORDERED SEPARATELY) SLAM LOCK TAILGATE INTERIOR LIGHT GUARDS SURFACE MOUNT REAR LIGHTS, LED S/T/T & B/U, BUILT IN REFLECTIVITY, UPGRADABLE (8) PATTERN STROBES-(MUST BE ORDERED SEPARATELY) ELECTRODEPOSITION PRIME PAINT * TWO (2) ADJUSTABLE DIVIDER SHELVES & DIVIDERS, STREET & CURB SIDE FRONT VERTICAL COMPARTMENT * ONE (1) ADJUSTABLE DIVIDER SHELF & DIVIDERS, STREET AND CURB SIDE FULL HEIGHT REAR VERTICAL COMPARTMENT * ONE (1) ADJUSTABLE DIVIDER SHELF & DIVIDERS, CURB SIDE HORIZONTAL COMPARTMENT * AUTOMOTIVE QUALITY ROTARY LATCHES & DOUBLE SPRING OVER CENTER DOOR RETAINERS ON ALL VERTICAL DOORS, ONE (1) 12" SLAM TAILGATE * LIGHT MOUNTING HOLES FOR KNAPHEIDE LIGHTS	\$6,925.00	\$6,925.00
1	KNAP 20048435	ALUMINUM FUEL FILL CUP FORD SUPER DUTY OR RAM	\$0.00	\$0.00
1	KNAP 20195110	78" WIDE GALVA-GRIP BUMPER WITH HITCH RECESS, 2017 & NEWER FORD 56" CA OR 2007 & NEWER RAM 60" CA, KNAPLINED	\$0.00	\$0.00
1	KNAP 20094540	INSTALLATION KIT FOR STEEL SERVICE BODY 2017 & NEWER FORD 56" CA	\$0.00	\$0.00
1	KNAP 34000948	Ford 2020 & Newer 40"/56" CA 6C	\$0.00	\$0.00
1	FACT CAM INST	FACTORY CAMERA REINSTALL	\$0.00	\$0.00



Knapheide Truck Equipment
7200 NE 45th Street
Kansas City MO 64117
Phone: 816-472-4444
Fax: 816-472-5147
www.kansascity.knapheide.com

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QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	MISC 9003	ADAPT EXT PGN PLATFORM FORD PLUG EACH END	\$0.00	\$0.00
65	MISC SUPPLIES	SHOP SUPPLIES	\$0.00	\$0.00
1	POLL 11-893	RV OEM-STYLE 7-WAY SOCKET BUL LK	\$0.00	\$0.00
1	POLL 12-711U	BLACK-COATED MNTG BRKT FOR 7-WAY RV SOCKET STD PKG 80	\$0.00	\$0.00
1	LINE MAT	SPRAY IN LINER MATERIAL ENTIRE CARGO AREA -SIDES, FRONT,FLOOR AND INSIDE OF TAILGATE	\$747.00	\$747.00

Quote Total: \$7,672.00

Discount: \$0.00

Total Due(Sales tax not included): \$7,672.00

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
				Yes / No

Notes:

**SPECIAL MODOT PRICING **

This Quote is subject to the following terms and conditions:

Credit Card Policy

We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, American Express, Visa and Discover cards for payment.

Pricing Policy

- Price Quotation is good on orders received through the expiration date.
- Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change.
- Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order.

Payment Policy

- Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order.
- Payment terms for customers with an established credit account will be Net 30 from date of invoice.
- Knapheide has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Return Policy

- All sales are final. Purchased parts or products are non returnable.

Cancellation Policy

- Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Knapheide) and upon cancellation of installation orders, once product installation has begun.

Customer agrees and understands this Quote is an offer to sell subject to the terms and conditions above and any additional terms or modifications are hereby objected to, unless mutually agreed upon in writing by Customer and Knapheide. The undersigned represents and warrants that he/she is duly authorized to sign below on behalf of Customer and thereby accepts offer and Knapheide will begin processing the order.

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

Signature & Print Accepted by:	
-----------------------------------	--

KNAPHEIDE.
SINCE 1848

Knapheide Truck Equipment
7200 NE 45th Street
Kansas City MO 64117
Phone: 816-472-4444
Fax: 816-472-5147
www.kansascity.knapheide.com

QUOTATION

Quote ID: TC00007064

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Date:	
P.O. number:	

SECTION IV

D



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: July 14, 2020

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:

Truck 26, 2013 Freightliner Jet/Vac sanitary sewer cleaning truck is used weekly to clean sanitary sewer mains during normal maintenance. This truck is also used when emergency sewer backups are reported, to clean storm boxes, clean storm mains, and hydro excavation to locate buried utilities or to assist with various repairs.

During the past six (6) years, this truck has been out of service for months at a time for various and expensive repairs. The total amount for repairs since being purchased in 2013 is \$51,000.00. When this truck is not available, contracting services are used to assist with emergency cleaning operations only. During the truck's down time normal cleaning schedules get behind that could result in added sewer backups. When cleaning operations are needed for normal maintenance or because of emergency backups, crews need a truck/machine that is dependable, reliable, and ready when needed.

During the past several months, City crews have reviewed and tested several different sewer cleaning jet trucks. The Water Services team has selected a Titan Vac-Con truck. This truck has many features to keep crews safe, provide great cleaning power, and has a long history of dependability.

A bid was received using the Missouri Sourcewell Purchasing Contract No. 122017-AMI/VAC. The truck that was demonstrated was a 2020 demo model with 3,500 miles priced at \$471,972.00. The demo model has been discounted (\$37,472.00) and has several added features that would normally increase the price. Also included with the purchase of a demo unit is a longer warranty and extra cleaning attachment at no added charge. City crews asked for a Pump Off System to be added to the truck purchase. This system allows crews to pump off clean water during hydro excavation repairs. This system allows water to be separated from dirt that allows for longer operation time without having to empty the debris tank. Clean water that is removed during the hydro excavation operation is pumped from the holding tank onto the ground. This allows crews to work longer before having to load up equipment and drive the truck to another location for dumping. The final price after discounts, Sourcewell purchasing contract, and added equipment is \$449,508.00. This truck purchase was approved in the FY2021 wastewater budget.

Several companies in the Kansas City area were asked to provide trade-in pricing for Truck 26. These companies said there is no market in this area for Truck 26 and these companies also provided repair services for this truck when needed. With the purchase of a new jet/vac truck, Truck 26 would be used to assist Transportation operations to clean short sections of storm water main (200 feet or less), clean debris from storm boxes, and assist with hydro excavation to locate underground utilities.

IMPACT/ANALYSIS:

I:\Agenda Items\2020\071420\RS\3. PW-2020 Titan Vac-Con Jetter Truck Purchase\1. 2020 Titan Vac-Con Jetter Truck Purchase Council Info Form RS 07.14.2020.doc

FINANCIAL IMPACT

Contractor:		RED Municipal & Industrial Equipment Co.
Amount of Request/Contract:	\$	449,508.00
Amount Budgeted:	\$	450,000.00
Funding Source:		660-0000-495-7400 Wastewater VERP (Vehicle Equipment Replacement Program)
Additional Funds:	\$	n/a
Funding Source:		n/a
Encumbered:	\$	n/a
Funds Remaining:	\$	492.00

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of a 2020 Titan Vac-Con Jet/Vac Truck from RED Municipal & Industrial Equipment Co. in Kansas City, Missouri for \$449,508.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Titan – RED Municipal & Industrial Equipment Co. Quote
Sourcewell Missouri Legal References
Titan Vac-Con Truck Details



6/09/2020

SOURCEWELL TITAN COMBINATION JET/VACUUM SEWER CLEANER
SOURCEWELL CONTRACT: 122017-AMI/VAC

Customer: CITY OF BELTON

Shipping: MISSOURI

Requirement Specification	
Combination jet/vacuum sewer cleaner with all standard equipment TAQD311E/1300 (TITAN PACKAGE)	
Freightliner model 114SD chassis 6 x 4, 370 HP diesel, Allison automatic transmission, 66,000 GVWR, A/C	
Body mounting on Chassis	
Titan Package Including all standard equipment	
AQD Fan drive for Titan	
Swivel upgrade 1 1/4" rotary union	
10' x 8" Aluminum telescoping boom with pendant control station	
Front mounted articulating to driver's side hose reel, 600' x 1" capacity	
25' aluminum intake hose (1 - 3', 2-5', 1-6' and 1-6.5' catch basin nozzle) with locking quick clamps	
Scaled and locking tool boxes	
Zink, PPG paint - line on process, "aircraft-grade" primer	
12 month standard warranty on module	
5# fire extinguisher	
Set of triangles	
5 year centrifugal compressor (fans) warranty	
2 year water pump warranty	

Requirement Specification	
5 year water pump drive warranty	
600' x 3/4" Jet hose	
50 GPM @ 3000 PSI water pump system with GM 5.7 liter gas aux engine	
Upgrade ball valves 1 1/4" plumbing and heavy duty ball valves	
Flat style rear door with 4 wedge style locks and dual hydraulic open close cylinders to 90 degrees	
Heavy duty segmented elbow	
Electronic water level gauge with indicator light	
Stainless steel float & debris level indicator	
3 stage blower centrifugal compressor quiet package	
Splash shield	
Main frame deck coating	
Wireless remote control system	
2 1/2" valve drain with 1/4 turn ball valve	
Rear bumper assembly	
Storage, rear bumper	
Upgrade to aluminum behind cab tool box	
Debris body power flush out	
Quick clamps on boom to tank Kanaflex	
Advanced wireless controls	
Maroon body paint	
Armrests on driver seat	
Boom headache rack no boom post mount	
Arctic winter re-circulation system for rodder hose	
Air purge system	

Requirement Specification	
Variable flow valve	
Power Guide "Real Power" level wind guide	
Three additional pipe racks	
Two roll out shelves for storage box behind cab	
Two 24" x 18" x 18" aluminum tool boxes	
Two mirror mounted strobes with guards	
LED strobe with limb guard rear mounted	
LED 4 strobes, two front bumper, two rear bumper	
LED arrow stick	
50' capacity retractable hand gun hose reel	
6' x 8" aluminum pipe extension	
8" adjustable air gap	
3'x 8" clear demo tube	
Three extra 8" quick clamps	
Cone storage rack, between boggies	
Manhole cover lifting hook	
Rear mounted tow hooks	
Auxiliary engine remote oil drain	
Remote boom grease zerk assembly	
Remote debris tank grease zerk assembly	
First Aid kit	
Grease gun	
3/4" nozzle rack	
Paint module: Deep Blue	
Stripes: White	

Requirement Specification	
1" to 3/4" bushing for chain scraper	
1" Bulldog nozzle	
Water pump remote oil drain	
LED boom mounted flood lights with guards	
LED rear mounted flood lights with guards	
LED flood light, level wind guide with guard	
Chassis hood painted flat black	
Hydro lance assembly 72" with quick disconnects	
48" extension for high pressure hand wand	
Traffic camera system with color monitor	
Rear camera placement	
Front hose reel camera placement	
Long handle storage	
LED mid body mounted flood lights with guards	
Winter re-circulation system for high pressure circuit	
Winter re-circulation for low pressure circuit	
Hydro Excavation package	
Freightliner 3 year/200,000 mile warranty including 3 yr towing, Cummins 3 yr/150K mile warranty, Allison 5 year unlimited mile warranty	
Two standard ENZ nozzles, one sanitary (egg) and one Chisel point penetrator	
ICC lighting	
Hose guide (tiger tail) for hose protection, hydrant wrench, 25' of fill hose	
20 gpm @ 600 PSI wash down system with hand gun and 25' of 1/2" hand gun hose	
Local dealer pre delivery and inspection	
On site customer training	
Delivery to customer facility	

Requirement Specification	
TOTAL DISCOUNTED CONTRACT PRICE	\$471,972.00
DEMONSTRATOR DISCOUNT	(\$37,472.00)
TOTAL PRICE AFTER DISCOUNT	\$434,500.00
LOCAL DEALER TO INSTALL 400 GPM PUMP OFF SYSTEM	\$15,008.00
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER	\$449,508.00

Delivery is ____ Days after receipt of order.

SOURCEWELL CONTRACT NO 122017-AMI/VAC

VENDOR/CONTRACT HOLDER: VAC-CON, INC.
969 HALL PARK RD
GREEN COVE SPRINGS, FL 32043

CONTACT: M.J. DUBOIS

EMAIL MJDUBOIS@DUCOLLC.COM

PHONE: 410-924-1004

032

Missouri Legal References

State Agencies:

Mo. Rev. Stat. § 34.046 (2017). Contract directly with other governmental entities for purchase of supplies

The commissioner of administration may contract directly with other governmental entities for the purchase of supplies. The commissioner of administration may also participate in, sponsor, conduct or administer a cooperative purchasing agreement whereby supplies are procured in accordance with a contract established by another governmental entity provided that such contract was established in accordance with the laws and regulations applicable to the establishing governmental entity.

Local Governments:

Mo. Rev. Stat. § 70.220 (2017). Political subdivisions may cooperate with each other, with other states, the United States or private persons--tax distribution agreement, authorized for certain counties and cities (Buchanan County and city of St. Joseph, Greene County and city of Springfield)

1. Any municipality or political subdivision of this state, as herein defined, may contract and cooperate with any other municipality or political subdivision, or with an elective or appointive official thereof, or with a duly authorized agency of the United States, or of this state, or with other states or their municipalities or political subdivisions, or with any private person, firm, association or corporation, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; provided, that the subject and purposes of any such contract or cooperative action made and entered into by such municipality or political subdivision shall be within the scope of the powers of such municipality or political subdivision.

About Sourcewell:

Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government. Minn. Const. art. XII, sec. 3. As a public corporation and agency, Sourcewell is governed by local elected municipal officials and school board members. Minn. Stat. § 123A.21 Subd. 4 (2017). Under its enabling statute, Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members. *Id.* at Subd. 7(23).

Sourcewell follows the competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies. Minn. Stat. § 471.59 (2017). Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America. § 123A.21 at Subd. 3.

The information found on the Sourcewell website are provided for educational and informational purposes only. The information contained on the website, including any printed materials derived from this website, is not legal advice and no attorney-client or other contractual relationship is formed by access to this information. Information here may be out of date, obsolete, or otherwise inaccurate. Please consult with a qualified attorney regarding any questions.



BIG POWER, LITTLE NOISE.
DUAL ENGINE COMBINATION MACHINE



**GENERAL**

The machine is capable of removing stones, grit, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high-pressure water. The high-pressure sewer cleaner operates independent of the vacuum system.

The machine will be equipped with a self contained, non corrosive, non metallic water tank supply as the water source for the high-pressure pump.

The machine is capable of being operated by one man, with all operating controls for high-pressure water pump, and hose reel located at the front of the machine for safety.

DEBRIS BODY

Debris storage body has a minimum usable liquid capacity of 12 cubic yards. The debris body shall be round for maximum strength and constructed of 3/16 inch ASTM A242 Corten A steel for enhanced corrosion resistance.

The rear door shall be dished and flanged for maximum strength, full opening, hinged at the top with low profile and adjustable style hinges maintaining a 12" maximum overall height. There shall be a 5" diameter liquid drain Butterfly valve, and screen weldment inside for removing excess liquids. Drain will have 10 feet of 6 inch lay flat hose.

The rear door shall be supplied with a debris deflector shield located inside the debris tank, that encompasses 75 percent of the rear door. The debris deflector shield shall deflect material from rear door, and aid in draining off excess liquids. A rear door safety prop shall be provided.

For ease of maintenance there shall be no hydraulic components located inside the debris body or rear door.

The debris body has five (5) externally mounted door locks that lock hydraulically. One manual T bolt is installed for operator safety.

A hydraulic grabber shall be installed and controlled by one hydraulic cylinder externally mounted for ease of service. The hydraulic locks and grabber shall be operated by one (1) sequential control.

Dual steel weldments with stainless steel screen 8" x 28" each providing up to 1200 square inches of added filtration for the vacuum system shall be provided inside the debris tank. These weldments shall be removable and require no cutting or welding.

Dump controls are located on curbside mid-ship of the unit, well forward of the dumping area for operator safety. A manual override system is provided.

The debris body has a five year warranty. A copy of manufacturer's warranty statement shall be enclosed with bid.

An internal polyethylene float device with external indicator is supplied to show when body is loaded to capacity.

AUTOMATIC VACUUM BREAKER

The automatic vacuum breaker assembly is located inside the body.

The automatic vacuum breaker assembly shall be controlled by an electric over hydraulic circuit. The entire system shall be replaceable via a bolt on assembly. The assembly shall consist of a 12" inlet and two 8" ports that provide air flow to the vacuum system.

A full indication activates an automatic vacuum breaker shut down system that completely shuts down the airflow to the vacuum system to prevent overfilling and wastewater discharge into the atmosphere.

The vacuum breaker system is automatically activated (closed) when the parking brake system is released to eliminate carryover during transit.

The system is controlled/activated, at the front hose reel control station. This enables the operator to pick up large debris with boom and place debris on the road surface. This system can be used for safety in the event suction must be shut off in case of an emergency.

The vacuum system shall operate independent of the high-pressure water system.

A means of starting, stopping and varying the vacuum suction from operator station at the front of the machine is provided.

Unit must be capable of vacuuming under water without air induction. A manometer/vacuum test may be required to demonstrate the system performance.

The have a non-prorated warranty.

VACUUM PICK UP HOSE

Shall be front loading, attached at the front of the machine in order to provide ease of positioning the machine over the manhole, as well as afford maximum safety for the operator.

The boom 8" will be mounted on a boom that will provide a minimum of 18' vertical lift utilizing dual hydraulic cylinder and 230 degree of boom rotation powered hydraulically for non-interrupted smooth movement. Boom to have a lift capacity of 500 lbs. at the front bumper.

The boom will be powered by an electric over hydraulic system: up/down by dual lift cylinders. The right/left movements shall be hydraulic via worm gear rotation.

The boom shall hydraulically telescope a minimum of 10 ft. forward from the operators station. The height of the boom shall not change while the boom is being telescoped. A manual override system shall be provided for right/left, and up/down functions in case of system failure.

Control of the boom is by means of a joystick control at the operator's station, requiring no cables at operator's feet for boom operation. A 6-way remote pendant station is also supplied. A manual override system shall be provided for right/left, and up/down functions in case of system failure.

A boom coverage chart shall be provided stating the square feet the boom covers.

8 inch diameter pipe extensions with clamps will be provided and carried on the truck as follows:

- 0 6-1/2' Catch Basin Nozzle
- 1 6' Aluminum Pipe Extension
- 0 5' Aluminum Pipe Extension
- 0 3' Aluminum Pipe Extension
- 1 8" adjustable air gap for underwater vacuuming (with quick clamp)
- 1 3' x 8" clear demo tube
- 3 spare quick clamps

WATER SUPPLY

The water tanks shall have a minimum usable capacity of U.S. gallons.

The water tanks shall be constructed of non-corrosive, non-metallic, durable, cross-linked polyethylene to eliminate rust, corrosion, and stress cracking.

The water tanks shall be mounted at and below the truck frame level to provide a low center of gravity for truck stability.

A 2-1/2 inch diameter x 25 feet long hydrant hose with hydrant wrench is supplied on the unit.

An anti-siphon fill device is installed on the unit.

Inspection ports shall be provided to fill or to add chemicals to the water system.

A sight gauge to indicate water level is located within sight of the operator station.

The water tanks are protected by a minimum of 11 gauge steel plating mounted below the water tanks for protection against road hazards when unit travels over the road, off the road or to land fills.

The water tanks carry a ten year replacement warranty.

AUXILIARY ENGINE (WATER PUMP DRIVE ENGINE)

The auxiliary engine used to drive the water pump is a liquid cooled, wastegate, turbo charged, after cooled, common rail, diesel powered, cylinder heavy-duty industrial engine.

The engine shall have a minimum cubic inch displacement of CID and rated at BHP at 2400 RPM. The engine shall contain integrated liners, one piece cast cylinder head, and an electronic speed governor.

An electronic digital diagnostic and fault monitoring panel shall be mounted on the drivers side of the unit and be able to display various engine operation conditions including but not limited to engine rpm, hours, percentage engine load, coolant temperature, oil pressure, current and stored engine faults and current fuel consumption. A standard integrated safety shutdown system will be provided in the engine ECU and will shut the engine down in the event of low oil pressure or excessive coolant temperature. The ignition system start stop switch will be located at the operator's station. The auxiliary engine shall be shrouded and have a hinged door on the driver's side of the unit. The engine oil dipstick, oil filter, fuel filters, and air filters are accessed from the ground level on the driver's side of the unit.

HIGH-PRESSURE WATER PUMP

The high pressure water pump shall be rated to deliver smooth continuous pressure and flow through the entire flow range of the pump. The high pressure shall have smooth continuous flow for both the high pressure system and the hand gun system.

A continuous duty flow of g.p.m. and p.s.i. shall be provided.

High-pressure relief valves are provided for both the high-pressure system and hand gun system.

The water pump operates independently of the vacuum system and is powered by the auxiliary engine via clutchless, direct dual powerband drive system.

The high-pressure water pump drive system carries a five year replacement warranty. Warranty excludes the drive engine, i.e. auxiliary engine.

The water pump is capable of running dry.

Controls for starting and stopping the water pump and to vary the flow and pressure shall be at the front hose reel operator's station.

The high-pressure water pump is equipped with a cold weather drain valve. The valve allows the operator to completely drain the high-pressure pump.

HOSE REEL ASSEMBLY

The hose reel assembly is mounted on the front of the vehicle. The hose reel shall have a minimum of 30" inside diameter with a capacity of 800' x 1" hose. The hose reel is hydraulically powered in both directions by means of a double chain and sprocket drive. The controls for operating the motor has a flow control device to regulate the rotational speed of the reel in both directions. All hydraulic hoses are behind a steel housing to protect operator from hydraulic oil if a hose fails. The hydraulic motor, chain, and sprockets have a protective cover or are mounted on the radiator side of the hose reel for operator safety. The hose reel articulates 180 degrees to the drivers side allowing operator to work in any position through this arc. This allows greater flexibility in truck placement for manholes located in tough areas and provides greater safety to the operator. Reel extends beyond the width of unit for greater flexibility for positioning reel over offset manholes, catch basins, etc. A hydraulic outrigger leg that is controlled hydraulically is supplied that comes in contact with the ground at any one position. A warning light is located in the cab to warn the operator that the outrigger leg is not in its transported position prior to moving the unit. A manual bypass system for the hose reel assembly is provided to manually pull the reel assembly away from its transported position. This feature allows operator to check fluids without starting engines.

JET HOSE

600' x 3/4" jet rodder hose will be supplied rated for 3000 psi working pressure and 7500 psi burst pressure.

A heavy duty hose guide with 25' of nylon rope will be provided.

Nozzles shall be hardened steel with replaceable ceramic orifices as follows: 1) Chisel head penetrator & 1) standard sanitary.

MANHOLE CLEANING WATER SYSTEM (HAND GUN)

The high-pressure pump and independent water tank assembly supplied shall be used for manhole cleaning. A smooth continuous flow of 20 g.p.m. and pressure of 600 p.s.i. shall be provided for ease of operation. A hand gun pressure relief valve set at 600 p.s.i. shall be provided. One full functioning hand gun with on/off hand control, replaceable nozzle tip, 12 inch extension, adjustable spray and 50' x 1/2" hose with retractable reel will be provided.

The hand gun will attach to the system via a quick couple connection at the curbside of the unit. To avoid being coiled at the operator's station a hand gun holder will be provided at the front bumper.

HYDRAULIC SYSTEM AND LUBRICATION

The hydraulic system has a 55-gallon capacity.

The hydraulic system shall incorporate a main shut off valve in case of hydraulic failure.

The hydraulic system shall incorporate hydraulic pressure relief valves and pressure gauges for ease of trouble shooting and maintenance.

The unit is equipped on the passenger side, mid-section of the module, a permanent weatherproof white vinyl lubrication chart that points out lubrication points on the module and specifies what type of lubrication and hydraulic fluids are required. The chart also specifies the frequency of each lubrication point.

Remote plumbed grease fittings are provided for the vacuum compressor, boom rotation, and water pump drive areas.

ACCESSORIES

A minimum twelve (12) month manufacturer's guarantee on the unit will be provided.

- 1 Artic Winter Recirculating System for rodder hose, includes plumbing to upper water tanks.
- 1 Air purge system
- 1 Variable flow valve
- 1 Power Guide "Reel Power" level wind guide
- 1 Storage box shall be provided with two roll out shelves

- 1 2) aluminum rear mounted tool boxes, 24" x 18" x 18"
- 1 Cone rack, mounted between bogies
- 1 Manhole cover lifting hook
- 1 Rear mounted tow hooks
- 1 Auxiliary engine remote oil drain
- 1 Remote boom grease zerk assembly, (accessible from ground level)
- 1 Remote debris tank grease zerk assembly (accessible from ground level)
- 1 First aid kit
- 1 Grease gun
- 1 Nozzle rack
- 1 1" Bulldog with skid 400.600BS
- 1 Water pump remote oil drain
- 1 711-30904 Hydro. X Lance Assy. - Must Choose Hydro X. Package - 72" with quick disconnects, 1/2 schedule 80, horizontal handle
- 1 711-30906 A 48" Extension for 711-30904 high pressure handwand
- 1 711-30903T Turbo Jet with Single Foward Jet
- 1 Traffic Camera with Color Monitor (Camera placement must be picked)
- 1 Rear traffic camera
- 1 Front hose reel camera - to view front of hose reel area
- 1 Long handle storage/ (2) PVC
- 1 Long handle storage placement - rear of mainframe
- 1 Hydroexcavation package includes: 50' retractable handgun hose reel with 50' of 1/2" high pressure hose, HP/Quick disconnect, heavy duty HP unloader valve, main control ball valve, 72x1/2 Sch. 80 Lance w/ Quick Dcn., Sngl. Fwd. Spray Nozzle, Horiz. Hand.
- 1 Armrests on drivers seat
- 1 Boom Headache rack no boom post mount
- 1 Quick clamps on boom to tank Kanaflex
- 1 Advanced wireless controls
- 1 Paint Maroon 944277

LIGHTING

The entire module electrical system is vapor sealed to eliminate moisture damage.

All wiring is color-coded, labeled and run in sealed terminal enclosures.

All module circuits are protected by circuit breakers.

Clearance lights and reflectors are furnished in accordance with D.O.T. requirements.

- 2 Mirror mounted LED strobe light, with limb guard - Whelen L21HAP LED Beacon with Whelen BGH Branch Guard
- 1 LED strobe light with limb guard, rear debris tank door mounted - Whelen L21HAP LED Beacon with Whelen BGH Branch Guard
- 1 4 LED strobes - (2) front bumper, (2) rear bumper - Whelen 50A03ZCR - Amber
- 1 LED Arrow stick - Whelen TAM85 Traffic Advisor
- 1 LED Boom Mounted Flood Light - Whelen NP6BB Worklight
- 1 LED Rear Mounted Flood Lights - Whelen NP6BB Worklight
- 1 LED Flood Light - Level Wind Guide with Limb Guard - Whelen NP6BB Worklight

PAINT

Unit paint surface is shot blasted, primed and sanded prior to paint. Unit to be painted.

Deep Blue

with DuPont Imron 5000 polyurethane paint.

Unit shall have reflective white side and boom stripes and rear door chevrons

Chassis shall be painted

TRAINING AND MANUALS

Operator training will be conducted by a factory-trained representative for a minimum of one day at the time of delivery. 2 copy(ies) of the operating and maintenance manual for the sewer cleaner module shall be provided upon unit delivery. An operational video will be provided with the unit.

MOUNTING AND DELIVERY

The unit described will be mounted on a truck chassis acceptable to the body manufacturer at the factory of the body manufacturer.

SECTION IV

E



CITY OF BELTON CITY COUNCIL INFORMATION FORM

DATE: July 14, 2020

DIVISION: Public Works

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:

Currently, all City buildings have proximity readers. Proximity readers at the new Public Works Facility will specifically help with “contact” tracing of the COVID-19 virus and enable the City to better track those possibly infected/and or exposed including employees, coworkers from other departments, the public, vendors, or outside constituents when they come to the facility.

According to the Center for Disease Control, “all employers need to consider how best to decrease the spread of COVID-19 and lower the impact in the workplace. This should include activities to:

- Prevent and reduce transmission among employees,
- Maintain healthy business operations, and
- Maintain a healthy work environment.”

Keys and cores were budgeted into the FY2021 funding for the new Public Works Facility. The City has a current contract with Kenton Brothers, Inc. (Kenton) to provide and maintain security equipment such as keys and cores. A bid was solicited from Kenton to provide equipment and services for a part of the new Public Works Facility. Kenton will provide the proposed system for the sum of \$6,913.72 (funded from funds 225, 660, 662).

Kenton also provided a bid to install 13 doors of access control, monitor 15 door and 16 overhead door contacts, provide and install new doors and hardware based on a walkthrough performed on June 15, 2020 in the amount of \$157,374.35. In the CARES Act per Item VI. Allocation Priorities, Section 2. Public Health Expenses, Item 2.e., expenses for public safety measures undertaken in response to COVID-19 are eligible for reimbursement. Reimbursement to the City of Belton is eligible for the installation of doors and proximity readers for the new Public Works Facility falls under the category of public safety measures undertaken in response to COVID-19. Kenton is the sole source for these services, and pricing is structured from the Jackson County Procurement Cooperative Contract.

The CARES Act requires that payments from the Coronavirus Relief Fund only be used to cover expenses that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the COVID-19;
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. Were incurred during the period that begins March 1, 2020 and ends on December 30, 2020.

This direction does not come lightly as the City continues to deal with COVID-19 and prepare for future pandemics. The City must have a system in place to ensure safety and welfare of not only its employees but of the public also. The number one (1) priority must be reduction in spread of COVID-19, and, if necessary, be able to perform adequate contact tracing where people have been.

FINANCIAL IMPACT/ANALYSIS:

Contractor:	Kenton Brothers, Inc.	
Amount of Request/Contract:	\$	6,913.72
Amount Budgeted:	\$	350,000.00; 350,000.00; 350,000.00
Funding Source:	225-0000-495-7200 (\$2,304.57); 660-0000-495-7200 (\$2,304.58); 662-0000-495-7200 (\$2,304.57)	
Funds Remaining	225-0000-495-7200 (\$247,695.77); 660-0000-495-7200 (\$247,695.75); 662-0000-495-7200 (\$247,695.77)	
Additional Funds:	\$	157,374.35
Funding Source:	225-0000-400-7001 (\$52,458.12); 660-0000-400-7001 (\$52,458.11); 662-0000-400-7001 (\$52,458.11)	

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of security equipment such as keys and cores at a FY 2021 budgeted cost of \$6,913.72 and use funds from The Cares Act Coronavirus Relief Fund for installation of 13 doors of access control, monitory 15 door and 16 overhead door contacts, and provide and install new doors and hardware in the amount of \$157,374.35.

LIST OF REFERENCE DOCUMENTS ATTACHED:

The Cares Act Funding Allocation Formula Program Cass County Resolution No. 20-28
Public Works Compound Keys and Cores Bid
Public Works Compound Bid

Certified Copy of Record

STATE OF MISSOURI,

County of Cass,

} ss.

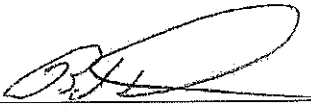
In the County Commission of Cass County, Missouri, at the April Term, 2020, held on the 28th day of May, 2020 amongst others, were the following proceedings:

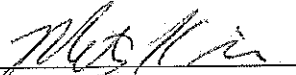
RESOLUTION NO. 20-28 OF THE CASS COUNTY COMMISSION

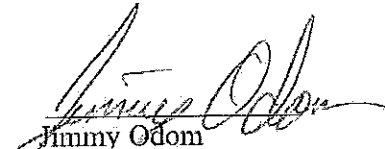
APPROVING THE CARES ACT FUNDING ALLOCATION FORMULA PROGRAM

BE IT HEREBY RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THAT, this Commission hereby approves the CARES Act Funding Allocation Formula Program, a copy of which is attached hereto.

ADOPTED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THIS 28th DAY OF MAY, 2020.

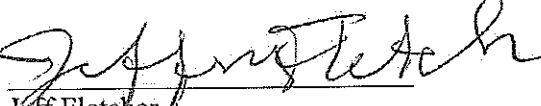

Bob Huston
Presiding Commissioner


Monty Kisner
Associate Commissioner
Dist. 1


Jimmy Odom
Associate Commissioner
Dist. 2

ATTEST:




Jeff Fletcher
County Clerk

Dated:

5/28/20

**CASS COUNTY, MISSOURI
CARES ACT FUNDING ALLOCATION FORMULA PROGRAM**

MAY 28, 2020

- I. PURPOSE.** The \$2.2 trillion CARES Act, or the Coronavirus Aid, Relief and Economic Security Act, was signed into law on March 27 and provided a \$150 billion fund for direct aid to local governments. Municipalities with more than 500,000 people could access the funds directly from the Department of Treasury. The rest of the money was granted to state governments, who were in turn tasked with distributing the funds to smaller cities and counties. The State of Missouri allocated Cass County \$12,410,105.00 ("Overall Share").

Accordingly, the purpose of this CARES Act Funding Allocation Formula Program is to establish the Cass County Commission's policy with respect to allocating the Overall Share among the County's Community Stakeholders.

This Program is guided by the overarching principles of accountability, transparency, compliance, and fiscal responsibility.

- II. DEFINITIONS.** As used in this Program, the following entities are hereby identified as Community Stakeholders:

- A. The Cities of Belton, Raymore, Harrisonville, Pleasant Hill, Peculiar, Garden City, Lake Winnebago, Archie, Drexel, Cleveland, Freeman, Creighton, East Lynne, Lake Annette, and Strasburg; and the Villages of Riverview Estates, Gunn City, Baldwin, Loch Lloyd, and West Line (all cities/villages are those which have their principal place of government in Cass County).
- B. The Fire Protection Districts of West Peculiar Fire, South Metro, Central Cass, Creighton, Western Cass, Dolan & West Dolan, East Lynne/Gunn City, Mt. Pleasant, and Pleasant Hill.
- C. The School Districts of Archie, Strasburg, Raymore-Peculiar, Sherwood, East Lynne, Pleasant Hill, Harrisonville, Drexel, Midway, and Belton (all of which have their principal place of operations in Cass County).
- D. The County-Wide Entities of Cass County Public Library, Cass Regional Medical Center, and Casco Area Workshop, Inc.
- E. Bi-County Entities are those public entities not otherwise defined herein as a Community Stakeholder but which have a sufficient presence in Cass County and which are determined by the County Commission, under the facts and circumstances, to be a Bi-County Entity.

Questions (concerning its own Guidance), lacks — in many respects — the clarity needed to confidently expend, or reimburse for expenditures, the Overall Share on certain matters without fear of the “clawback” contained in the required certification. Accordingly, the County Commission determines to establish certain restrictions on the use of the allocations for which reimbursements will not be approved in order to further the priorities of 1) Medical Expenditures, 2) Public Health Expenditures, 3) Qualified Public Employee Services, and 4) Public Health Measure Compliance.

Stated differently, reimbursements to Community Stakeholders will only be approved if the expenditures were for the following reasons:

1. Medical expenses	
Code	Description
1.a	COVID-19-related expenses of public hospitals, clinics, and similar facilities.
1.b	Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
1.c	Costs of providing COVID-19 testing, including serological testing.
1.d	Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
1.e	Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.

2. Public health expenses	
Code	Description
2.a	Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
2.b	Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
2.c	Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
2.d	Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
2.e	Expenses for public safety measures undertaken in response to COVID-19.
2.f	Expenses for quarantining individuals.

3. Qualified public employee services	
Code	Description
3.a	Overtime payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency.

- III. ALLOCATION POLICY.** In December 2019, medical professionals detected a novel coronavirus, now known as "COVID-19." On March 13, 2020, the President of the United States declared the COVID-19 outbreak a national emergency. Since and during that time, additional information has been learned, and information previously thought accurate has been revised or corrected. The events unfolding since the President's declaration have been evolving, and at times rapidly so. The County Commission is concerned about impacts that the County may experience during the remainder of 2020, impacts that – like the last two months – are not reasonably foreseeable.

For these reasons, the County Commission's policy is to not allocate 100% of the Overall Share. Instead, 60% of the Overall Share will be allocated and is intended to reimburse Community Stakeholders for Qualified Expenditures incurred through August 31, 2020. After that time, the County Commission will re-evaluate the County's public health condition, along with new, additional, or corrected information that may be learned over the course of time, and adjust allocation of the Overall Share as it deems, in its sole discretion, necessary and appropriate. If no adjustments are made, then it would generally be expected that the remaining 40% would be allocated in the same (or substantially the same) manner as the first 60%.

- IV. ALLOCATIONS TO COMMUNITY STAKEHOLDERS.** In light of the Policy stated in Section III, the County Commission has determined to make allocations to Community Stakeholders in the amounts and pursuant to the formulas as stated in **Exhibit A**.
- V. ALLOCATIONS AND REIMBURSEMENT REQUESTS.** The allocations contained in Exhibit A are not in the nature of upfront disbursements, but instead will be in the nature of reimbursements. Requests for reimbursements shall be made using the forms contained in **Exhibit B**. These forms may be amended from time to time, and if they are, the amended forms will be transmitted to the Community Stakeholders. Reimbursement requests should be submitted by the 15th of each month for expenses incurred for the prior month.
- VI. ALLOCATION PRIORITIES.** The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that:

- (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19;
- (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

The U.S. Department of Treasury has issued Guidance on eligible uses of fund disbursements by governments. Treasury's Guidance, including its Frequently Asked

3.b	Hazard pay payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency.
3.c	New hire payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency

4. Public health measure compliance	
Code	Description
4.a	Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
4.b	Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
4.c	Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
4.d	COVID-19-related expenses of maintaining county and city jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
4.e	Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

VII. Food Stability Program. Notwithstanding any provision of this Program to the contrary, the County Commission may allocate up to \$200,000 of its respective share to provide financial assistance to recognized food providers in the form of grants to provide for food stability. The food stability program allows for the purchase of commodities (either materials to prepare meals or complete meals) to enhance the ability of local food pantries and other feeding organizations to provide food to residents, including senior citizens and other vulnerable populations, that enable compliance with COVID-19 public health precautions and guidelines.

Cass County food assistance providers wishing to be recognized shall submit a letter to the County Commission i) requesting to be recognized, ii) describing its organization (including how long it has been providing food assistance), iii) stating the amount of its request, iv) describing how the financial assistance will be used, v) describing how its use complies with the CARES Act and Treasury Guidance, and vi) certifying that it is not seeking the grant funds for any specific purpose for which it has already received emergency COVID-19 funding. Final decisions on all matters relating to the food stability programs rests with the County Commission. The County Commission may approve, reject, or modify any request as it determines appropriate in its sole discretion.

Twenty-one days after this Program is adopted, the County Commission will consider all request letters submitted through that date. Request letters received after that date will be evaluated from time to time but not necessarily on a regularly

recurring schedule, and will be subject to fund availability. Food service providers are encouraged to apply early.

- VIII. Interpretations.** Community Stakeholders in doubt about whether an expenditure would qualify under any of the categories contained in Section VI may send a written request for determination to Cass County Treasurer Steve Cheslik at stevec@casscounty.com. The email must be sent by either the Community Stakeholder's Chief Elected Official or the Chief Administrative Officer. The Cass County Treasurer is authorized to issue interpretive guidance with respect to this Program, and he may seek input as he deems necessary. A Community Stakeholder dissatisfied with the County Treasurer's interpretation may request that the County Commission consider the request and make a final determination. Requests will be acted on in as timely a manner as Cass County is able to respond, given its limited staffing and its other press of business.
- IX. Application to County Offices and Departments.** Given the unique position of Cass County as the Local Public Health Authority, as well as its status as the direct sub-recipient of the Overall Share from the State of Missouri, this Policy's processes and restrictions shall not apply to departments under the supervision of the Cass County Commission or to Cass County Office Holders because Cass County has its own internal processes with respect to tracking expenditures.
- X. Emergency or Extraordinary Situations.** A Community Stakeholder which believes that it needs to or is addressing an emergency or extraordinary situation that is not covered by the priority categories as stated in Section VI may submit a request for special consideration to the County Commission.
- XI. Program Subject to Change.** The County Commission will be evaluating the ongoing public health condition of the County, feedback from Community Stakeholders, and developments and changes in CARES Act Fund regulations and interpretive guidance. Accordingly, this Policy is subject to change at the discretion of the County Commission.

#

Exhibit A

Allocations to Community Stakeholders

Exhibit B

Requests for Reimbursement – Form

Community Stakeholder's Reimbursement Request and Certification

<i>Entity Name:</i>	
<i>Remit Address:</i>	
<i>Contact and Title:</i>	
<i>Contact Phone Number:</i>	
<i>Contact Email:</i>	
<i>Federal Tax ID:</i>	

Pursuant to the Cass County CARES Act Funding Allocation Formula Program ("Program"), funds have been allocated to the Community Stakeholder for use in accordance with the Program on a reimbursement basis. In submitting this Reimbursement Request, Community Stakeholder certifies as follows:

1. The expenditures were 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) not accounted for in the budget most recently approved as of March 27, 2020, for the Community Stakeholder; and 3) incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. It is agreed that reimbursements made by Cass County must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any reimbursements in which it is later determined that the expenditure does not adhere to official federal guidance shall be returned to Cass County.
3. The expenditures are for a permissible Program purpose.
4. The reimbursement request is not being used for expenditures for which the Community Stakeholder has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.
5. It is agreed that reimbursements made by Cass County must adhere to the Program. Any reimbursements in which it is later determined that the expenditure does not adhere to the Program shall be returned to Cass County.
6. The person signing this Reimbursement Request and Certification has authority to do so on behalf of and for the Community Stakeholder.

_____ (Community Stakeholder):

By: _____

Name: _____

Title: _____

Date: _____



Instructions for Submitting Reimbursement Requests on Monthly Basis

- Complete the Reimbursement Request and Certification (make sure it is signed by an authorized official)
- Complete the relevant spreadsheet(s) to summarize all of your entity's reimbursable costs from the previous month(s)
- Cite the relevant reimbursement code(s) from the Section VI of the Program (see examples on spreadsheets)
- Prepare copies of detailed records, invoices and/or receipts proving costs and purpose justification
- By the 15th of the month, submit the Reimbursement Request and Certification form, all spreadsheet summaries, and supporting documentation for the previous month(s) to:

Email to:

stevec@casscounty.com

(We would prefer electronic records, scans of originals are fine)

Or Regular Mail:

Cass County Treasurer
102 E Wall St
Harrisonville, MO 64701

- Please attach your most recent W-9 to your first reimbursement request
- Points of contact to email or call with questions:

Cass County Treasurer Steve Cheslik
stevec@casscounty.com
816-380-8105



Proposal: 15595-2-0

Public Works Compound Keys and Cores

Prepared for:

Greg Rokos

City of Belton

520 Main Street
Belton, MO 6464012

P

E grokos@belton.org

W (816) 892-1269

Proposal Issued:
6/30/2020

Proposal Valid To:
7/30/2020

OUR SERVICES

Kenton Brothers is one of the Midwest's oldest and most trusted security hardware distributors and service providers. We implement state of the art products, professional services and enterprise solutions to meet our customers' leading edge business objectives.

Doors, Frames, and Finish Hardware: Complete solutions for wood, hollow metal, and FRP openings

Master Key & High Security Keying Systems/Locksmith Services: Key control and restricted keying systems

Electronic Access Control/Electronic Hardware:
IP-based & stand alone

Video Surveillance: IP, digital video systems

Telephone Entry/Intercom Systems: Access control with audio-video capabilities

Automatic Door Operators for ADA Access: Integrate ADA compliance with your door hardware

Safes/Safety Deposit Boxes: Burglary/fire resistant units, built-in or free standing

Emergency Call Boxes: For patron/client safety and security

GSA Certified: High Security Locking Devices

Turnstiles: For interior and exterior applications

Service/Maintenance

Agreements: Experienced staff to service your equipment and systems

System Management: Providing administrative support and training

Video Analytics: Automatically monitors cameras and alerts for events of interest

Managed Monitoring Services: Designed to improve the speed to value and reduce resource load

Fire/Intrusion Defense: Protecting your most important assets, your people, from fire, weather emergency, and intrusion.



CLIENT INFORMATION

Name: City of Belton

Site

City of Belton
506 Main Street
Belton, MO 64012

Billing

City of Belton
520 Main Street
Belton, MO 6464012

Contact

Greg Rokos
(816) 892-1269
grokos@belton.org

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.

- Provide 4 key change ways for buildings

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

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 IP addresses needed for this project.
- Provide names for all door locations and access levels prior to programming.
- KB will provide training to customer on entering people and card into access system for the first 10 cards / people. Additional entries can be provided at an additional charge.
- KB will import people and cards from an excel or CSV template, if provided by customer prior to system programming.
- Provide all usernames and password to complete scope.
- Provide internet security for server/access controller.
- Provide network routing and connectivity for cameras, workstations, servers, mobile applications.
- Provide ample space for mounting equipment and hardware as needed.
- Provide all Ethernet ports for system connectivity as needed.

- 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

- Project has been priced by pictures only and has the following additional assumptions:
 - Acceptance of proposal allows Kenton Brothers to make modifications to door and door frame, which may void fire rating. Customer assumes all responsibility for door and frame replacement.
 - Any special keyways or keys are not included in scope.
- 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.
- Existing door hardware is functioning as designed. Door hardware repair / replacement can be performed at an additional charge.
- 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 noted in the scope of work.
- Acceptance of proposal allows Kenton Brothers to make modifications to door and door frame
- Door frame modifications will be concealed as much as possible, however some modifications may be seen.

Project Exceptions

- Intrusion Alarm integration with access control is not included, unless otherwise specified in scope.
- Fire Alarm integration with access control is not included, unless otherwise specified in scope.
- Elevator integration with access control is not included, unless otherwise specified in scope.
- Intercom integration with access control is not included, unless otherwise specified in scope.
- ADA Opener integration with access control is not included, unless otherwise specified in scope.
- Door and frame adjustments / repairs are excluded, unless otherwise specified in scope.
- Existing door hardware / repairs are excluded, unless otherwise specified in scope.
- 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.

Professional Services

Professional service fees are not included in the project total. These services will be billed at project completion and annually thereafter.

PROJECT BUDGET

Building J

QTY	Manufacture	Part #	Description
1	AMERICAN LOCK	A320PWC	PADLOCK 1-3/4 WIDE STEEL BODY 5/16 DIA. SHACKLE
4	MEDECO SECURITY LOCK CO	33600006	X4-SFIC CORE-6 pin 626 UNCODED, SUB ASSEMBLED DBK
			Equipment Subtotal
			\$191.31
			Labor Subtotal
			\$260.00
			Supplies & Materials SubTotal
			\$123.48
			Freight & Warranty
			\$0.96
			Building J SubTotal
			\$575.72

Building I

QTY	Manufacture	Part #	Description
3	MEDECO SECURITY LOCK CO	33600006	X4-SFIC CORE-6 pin 626 UNCODED, SUB ASSEMBLED DBK
2	AMERICAN LOCK	A3200WO	PADLOCK 1-3/4 WIDE STEEL BODY 5/16 DIA. SHACKLE
			Equipment Subtotal
			\$164.37
			Labor Subtotal
			\$312.50
			Supplies & Materials SubTotal
			\$93.86
			Freight & Warranty
			\$0.82
			Building I SubTotal
			\$571.55

Building H

QTY	Manufacture	Part #	Description
2	MEDECO SECURITY LOCK CO	33600006	X4-SFIC CORE-6 pin 626 UNCODED, SUB ASSEMBLED DBK
			Equipment Subtotal
			\$87.30
			Labor Subtotal
			\$128.75
			Supplies & Materials SubTotal
			\$61.24
			Freight & Warranty
			\$0.44
			Building H SubTotal
			\$277.73

Building G

QTY	Manufacture	Part #	Description
1	AMERICAN LOCK	A320PWC	PADLOCK 1-3/4 WIDE STEEL BODY 5/16 DIA. SHACKLE
3	MEDECO SECURITY LOCK CO	33600006	X4-SFIC CORE-6 pin 626 UNCODED, SUB ASSEMBLED DBK
			Equipment Subtotal
			\$147.66
			Labor Subtotal
			\$233.75
			Supplies & Materials SubTotal
			\$92.86
			Freight & Warranty
			\$0.74
			Building G SubTotal
			\$475.01

Building F

QTY	Manufacture	Part #	Description		
2	MEDECO SECURITY LOCK CO	33600006	X4-SFIC CORE-6 pin 626 UNCODED, SUB ASSEMBLED DBK		
				Equipment Subtotal	\$87.30
				Labor Subtotal	\$128.75
				Supplies & Materials SubTotal	\$61.24
				Freight & Warranty	\$0.44
				Building F SubTotal	\$277.73

Building E

QTY	Manufacture	Part #	Description		
4	MEDECO SECURITY LOCK CO	33600006	X4-SFIC CORE-6 pin 626 UNCODED, SUB ASSEMBLED DBK		
2	AMERICAN LOCK	A3200WO	PADLOCK 1-3/4 WIDE STEEL BODY 5/16 DIA. SHACKLE		
				Equipment Subtotal	\$208.02
				Labor Subtotal	\$365.00
				Supplies & Materials SubTotal	\$124.48
				Freight & Warranty	\$1.04
				Building E SubTotal	\$698.54

Building D

QTY	Manufacture	Part #	Description		
1	George Risk Industries	180-12WG-G	3/4 Door Contact, Wide Gap, Closed Loop, Gray		
2	MEDECO SECURITY LOCK CO	33600006	X4-SFIC CORE-6 pin 626 UNCODED, SUB ASSEMBLED DBK		
				Equipment Subtotal	\$95.18
				Labor Subtotal	\$233.75
				Supplies & Materials SubTotal	\$61.71
				Freight & Warranty	\$0.48
				Building D SubTotal	\$391.12

Building C

QTY	Manufacture	Part #	Description		
9	MEDECO SECURITY LOCK CO	33600006	X4-SFIC CORE-6 pin 626 UNCODED, SUB ASSEMBLED DBK		
6	AMERICAN LOCK	A3200WO	PADLOCK 1-3/4 WIDE STEEL BODY 5/16 DIA. SHACKLE		
				Equipment Subtotal	\$493.11
				Labor Subtotal	\$785.00
				Supplies & Materials SubTotal	\$281.59
				Freight & Warranty	\$2.47
				Building C SubTotal	\$1,562.17

Building B

QTY	Manufacture	Part #	Description		
1	AMERICAN LOCK	A3200WO	PADLOCK 1-3/4 WIDE STEEL BODY 5/16 DIA. SHACKLE		
4	MEDECO SECURITY LOCK	33600006	X4-SFIC CORE-6 pin 626 UNCODED, SUB ASSEMBLED DBK		

Equipment Subtotal	\$191.31
Labor Subtotal	\$260.00
& Materials SubTotal	\$123.48
Freight & Warranty	\$0.96
Building B SubTotal	\$575.75

QTY	Manufacture	Part #	Description
6	MEDECO SECURITY LOCK CO	33600006	X4-SFIC CORE-6 pin 626 UNCODED, SUB ASSEMBLED DBK

Equipment Subtotal	\$261.90
Labor Subtotal	\$155.00
Supplies & Materials SubTotal	\$183.71
Freight & Warranty	\$1.31
Building A SubTotal	\$601.92

QTY	Manufacture	Part #	Description
1	DISCONTINUED	6427WO	PADLOCK WEATHER TOUGH 2-5/8 WIDE BODY 7/16
2	MEDECO SECURITY LOCK	33600006	X4-SFIC CORE-6 pin 626 UNCODED, SUB ASSEMBLED DBK
	CO		

Equipment Subtotal	\$115.00
Labor Subtotal	\$50.00
Supplies & Materials SubTotal	\$62.90
Freight & Warranty	\$0.58
Gate SubTotal	\$228.48

QTY	Manufacture	Part #	Description
50	KB - In House	115 X4 MEDECO BIAXIAL KEY	115 X4 MEDECO BIAXIAL KEY SFIC

Equipment Subtotal	\$600.00
Supplies & Materials SubTotal	\$75.00
Freight & Warranty	\$3.00
Master Key Chart and Keys SubTotal	\$678.00

Total Equipment	\$2,642.46
Total Labor	2912.5
Total Supplies & Materials	\$1,345.55
Total Freight & Warranty	\$13.24
Total Proposal Amount	\$6,913.72
Deposit Due in Advance	\$3,456.86
Balance Due Upon Completion	\$3,456.86

PROJECT INVESTMENT SUMMARY

System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the sum of: **\$6,913.72**, plus applicable taxes.

Payment Terms:

Provide a mobilization fee in the amount of **50%** of the installation fee upon formal approval to proceed with the project. Balance to be paid in progress payments as invoiced by Kenton Brothers with payment in full due upon system deployment completion.

Payment shall be Net 30 of invoice date.

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 June 30, 2020 (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: **Garrett Scarlett**

Signature: _____

Title: Commercial Sales

Date: _____

Accepted By: **City of Belton**
Name: **Greg Rokos**

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 catastrophe, 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, KB may in its sole discretion, 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. 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 3401 E Truman Road, Kansas City, MO. 64127 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.

6. 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.

7. 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.

8. 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 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.

9. 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.

10. 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, using its reasonable judgement, 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 of 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.

11. LIMITATION OF LIABILITY

KB SHALL HAVE NO LIABILITY FOR ANY DELAY IN PERFORMING ITS OBLIGATIONS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL KB BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE EQUIPMENT, THE SOFTWARE OR THE SERVICES, WHETHER CAUSED BY KB'S NEGLIGENCE, FAULT, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHER CAUSE OR CAUSES WHATSOEVER AND EVEN IF KB WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, IF THE DELAY IS CAUSED BY CUSTOMER OR ANY FORCE MAJEURE EVENT. SUCH INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF ANTICIPATED PROFITS, LABOR INEFFICIENCIES, IDLE EQUIPMENT, HOME OFFICE OVERHEAD, AND SIMILAR TYPES OF DAMAGES. IN THE EVENT THAT KB IS FOUND LIABLE FOR DIRECT DAMAGES, IN NO EVENT SHALL KB'S TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER FOR THE DEFECTIVE ITEM OR SERVICE UNDER THE APPLICABLE SCHEDULE WITHIN THE IMMEDIATELY PRECEDING TWELVE (12)-MONTH PERIOD. THE DISCLAIMER OF WARRANTIES IN SECTION 12 AND THE LIMITATION OF LIABILITY AND REMEDY IN THIS SECTION 13 ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR KB TO PROVIDE AND FOR CUSTOMER TO OBTAIN ACCESS TO THE EQUIPMENT, SOFTWARE AND SERVICES FOR THE SPECIFIED FEES. CUSTOMER ACKNOWLEDGES THAT KB IS NOT THE MANUFACTURER OF ANY OF THE EQUIPMENT, AND CUSTOMER AGREES THAT KB SHALL HAVE NO LIABILITY RELATED TO ANY PRODUCT DEFECT RELATED TO THE EQUIPMENT OR SOFTWARE EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6(a) WITH RESPECT TO REMOTE VIDEO SERVER EQUIPMENT.

12. INDEMNIFICATION BY CUSTOMER

(a) Indemnity. Customer shall indemnify, defend and hold harmless KB and its officers, shareholders, directors, employees, agents and affiliates (each, a "KB Indemnified Party") from and against any and all damages, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action, arbitration or proceeding brought or threatened by a third party against any KB 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 / nonperformance of any Services pursuant to this Agreement; (b) any breach or alleged breach by Customer or its users of any of its representations, warranties, covenants or obligations hereunder or any actual or alleged act or failure to act by Customer; or (c) any of the services provided pursuant to this Agreement by a subcontractor or service partner of KB, including,

without limitation, any party providing central office monitoring services to Customer. Customer on its behalf and any insurance carrier waives any right of subrogation. Customer's insurance carrier may otherwise have against KB or KB's subcontractors arising out of this Agreement or the relation of the parties hereto.

(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).

13. EXCULPATORY CLAUSE

KB and Customer agree that KB is not an insurer and no insurance coverage is offered herein. 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. KB is not assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury, data corruption or inability to view or retrieve data, or property damage sustained by Customer as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by KB's negligent performance, failure to perform any obligation or strict products liability. Customer releases KB from any claims for contribution, indemnity or subrogation.

14. 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 \$100.00. 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.

15. 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.

16. 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 Kansas City, 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, loss or damage to property shall not be subject to the provisions of this Section 18.

17. 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.

18. 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 Jackson 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 requested, postage prepaid) to the address provided by the party to be notified. Either party may change the referenced addresses and contact information by written notice to the other in accordance with this Section. Notices shall be effective: (i) as of the date personally delivered if by hand or (ii) for notices sent by certified mail, five (5) business days after the postmark date, or (iii) upon receipt if sent by courier service such as Federal Express, U.P.S., or DHL. Notices also may be delivered by electronic means (including, without limitation, via email) and 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.



Proposal: 15595-1-0

Public Works Compound

Prepared for:

Greg Rokos

City of Belton
520 Main Street
Belton, MO 6464012

P
E grokos@belton.org
W (816) 892-1269

Proposal Issued:
6/30/2020

Proposal Valid To:
7/30/2020

OUR SERVICES

Kenton Brothers is one of the Midwest's oldest and most trusted security hardware distributors and service providers. We implement state of the art products, professional services and enterprise solutions to meet our customers' leading edge business objectives.

Doors, Frames, and Finish Hardware: Complete solutions for wood, hollow metal, and FRP openings

Master Key & High Security Keying Systems/Locksmith Services: Key control and restricted keying systems

Electronic Access Control/Electronic Hardware:
IP-based & stand alone

Video Surveillance: IP, digital video systems

Telephone Entry/Intercom Systems: Access control with audio-video capabilities

Automatic Door Operators for ADA Access: Integrate ADA compliance with your door hardware

Safes/Safety Deposit Boxes: Burglary/fire resistant units, built-in or free standing

Emergency Call Boxes: For patron/client safety and security

GSA Certified: High Security Locking Devices

Turnstiles: For interior and exterior applications

Service/Maintenance

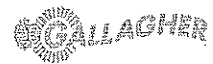
Agreements: Experienced staff to service your equipment and systems

System Management: Providing administrative support and training

Video Analytics: Automatically monitors cameras and alerts for events of interest

Managed Monitoring Services: Designed to improve the speed to value and reduce resource load

Fire/Intrusion Defense: Protecting your most important assets, your people, from fire, weather emergency, and intrusion.



CLIENT INFORMATION

Name: City of Belton**Site**

City of Belton
506 Main Street
Belton, MO 64012

Billing

City of Belton
520 Main Street
Belton, MO 6464012

Contact

Greg Rokos
(816) 892-1269
grokos@belton.org

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.

- Install 13 doors of access control, Monitor 15 door and 16 Overhead door contacts.
- Provide and Install new doors and hardware based on walkthrough performed on 6/15/2020
- Provide 4 key change ways for buildings

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

Project Scope of Work

Access Control System Description

Install 13 doors with access control hardware and connect to existing City of Belton S2 system. Assumes existing S2 has 13 available portal licenses (26 available as of 6/19/20).

City of Belton to provide networking between buildings and provide Ethernet and POE ports for controllers and cameras.

Building A

- Install wall mounted 4 portal door controller
- Install 3 amp / 4 Door 24 VDC power supply
- Install 8 port POE (Power Over Ethernet) Switch
- Install 12 port patch panel
- Customer to supply 3 outlets of 120v power at switch / power supply location
- Access control server / controller is expandable to 12 doors with additional software licensing and / or access control hardware
- Install 6 doors contacts
- Install Dialer to alert monitoring center if a door is left open after hours.
- Provide and install 4 new doors and hardware such as closers, seals, or sweeps

Building B

- Install wall mounted 2 portal door controller
- Install 3 amp / 4 Door 24 VDC power supply
- Install 8 port POE (Power Over Ethernet) Switch
- Install 12 port patch panel
- Customer to supply 3 outlets of 120v power at switch / power supply location
- Access control server / controller is expandable to 12 doors with additional software licensing and / or access control hardware
- Install 2 doors and 1 overhead door contacts
- Labor to adjust existing doors and hardware

Building C

- Install wall mounted 2 portal door controller
- Install 3 amp / 4 Door 24 VDC power supply
- Install 8 port POE (Power Over Ethernet) Switch
- Install 12 port patch panel
- Customer to supply 3 outlets of 120v power at switch / power supply location
- Access control server / controller is expandable to 12 doors with additional software licensing and / or access control hardware
- Install 3 doors and 7 overhead door contacts
- Provide and install 2 new doors and hardware such as closers, seals, or sweeps

Building D

- Install wall mounted 2 portal door controller
- Install 8 port POE (Power Over Ethernet) Switch
- Install 12 port patch panel
- Customer to supply 1 outlets of 120v power at switch / power supply location
- Install 1 overhead door contact
- Provide and install 1 new door and hardware such as closers, seals, or sweeps

Building E

- Install wall mounted 2 portal door controller
- Install 3 amp / 4 Door 24 VDC power supply
- Install 8 port POE (Power Over Ethernet) Switch
- Install 12 port patch panel
- Customer to supply 3 outlets of 120v power at switch / power supply location
- Access control server / controller is expandable to 12 doors with additional software licensing and / or access control hardware
- Install 1 doors and 1 overhead door contacts
- Provide and install 2 new doors and hardware such as closers, seals, or sweeps

Building F

- Install wall mounted 2 portal door controller
- Install 8 port POE (Power Over Ethernet) Switch
- Install 12 port patch panel
- Customer to supply 1 outlets of 120v power at switch / power supply location
- Install 1 door contact

- Provide and install 2 new doors and hardware such as closers, seals, or sweeps

Building G

- Install wall mounted 2 portal door controller
- Install 8 port POE (Power Over Ethernet) Switch
- Install 12 port patch panel
- Customer to supply 1 outlets of 120v power at switch / power supply location
- Install 1 overhead door contact
- Provide and install 1 new door and hardware such as closers, seals, or sweeps

Building H

- Install wall mounted 2 portal door controller
- Install 8 port POE (Power Over Ethernet) Switch
- Install 12 port patch panel
- Customer to supply 1 outlets of 120v power at switch / power supply location
- Install 1 door contact
- Provide and install 2 new doors and hardware such as closers, seals, or sweeps

Building I

- Install wall mounted 2 portal door controller
- Install 8 port POE (Power Over Ethernet) Switch
- Install 12 port patch panel
- Customer to supply 1 outlets of 120v power at switch / power supply location
- Install 2 overhead door contacts

Building J

- Install wall mounted 2 portal door controller
- Install 3 amp / 4 Door 24 VDC power supply
- Install 8 port POE (Power Over Ethernet) Switch
- Install 12 port patch panel
- Customer to supply 3 outlets of 120v power at switch / power supply location
- Access control server / controller is expandable to 12 doors with additional software licensing and / or access control hardware
- Install 2 door and 2 overhead door contacts
- Provide and install 1 new door and hardware such as closers, seals, or sweeps

Gate

- Install wall mounted 2 portal door controller
- Install 8 port hardened POE (Power Over Ethernet) Switch in Nema Enclosure
- Install 15MP Multi-imager camera at gate
- Customer to supply 1 outlets of 120v power at NEMA enclosure
- Install 1 wireless access points to Connect to Building A.
- Provide and install a new gate operator motor and new gate with new rollers
- Provide and install a free exit and safety loop

KB will coordinate doors operation and schedule with customer's designated contact for final approval.

Cabling

- Interior access control cable will be exposed above finished ceiling.
- Interior access control cable will be exposed in open ceilings; cable will be yellow in color.
- Interior cabling will be supported by standard trade methods.
- Interior cabling will be installed in a secure manner.

Warranty

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

Software Update Plans (SUP)

- Not Included

Lift Rental

- Estimated lift rental is included in quote for 5 days. Invoice will be adjusted to reflect actual lift rental charge + 10%.

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 IP addresses needed for this project.
- Provide names for all door locations and access levels prior to programming.
- KB will provide training to customer on entering people and card into access system for the first 10 cards / people. Additional entries can be provided at an additional charge.
- KB will import people and cards from an excel or CSV template, if provided by customer prior to system programming.
- Provide all usernames and password to complete scope.
- Provide internet security for server/access controller.
- Provide network routing and connectivity for cameras, workstations, servers, mobile applications.
- Provide ample space for mounting equipment and hardware as needed.
- Provide all Ethernet ports for system connectivity as needed.
- 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

- Project has been priced by pictures only and has the following additional assumptions:
 - Acceptance of proposal allows Kenton Brothers to make modifications to door and door frame, which may void fire rating. Customer assumes all responsibility for door and frame replacement.
 - Any special keyways or keys are not included in scope.
- 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.
- Existing door hardware is functioning as designed. Door hardware repair / replacement can be performed at an additional charge.
- 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 noted in the scope of work.
- Acceptance of proposal allows Kenton Brothers to make modifications to door and door frame
- Door frame modifications will be concealed as much as possible, however some modifications may be seen.

Project Exceptions

- Intrusion Alarm integration with access control is not included, unless otherwise specified in scope.
- Fire Alarm integration with access control is not included, unless otherwise specified in scope.
- Elevator integration with access control is not included, unless otherwise specified in scope.
- Intercom integration with access control is not included, unless otherwise specified in scope.
- ADA Opener integration with access control is not included, unless otherwise specified in scope.
- Door and frame adjustments / repairs are excluded, unless otherwise specified in scope.
- Existing door hardware / repairs are excluded, unless otherwise specified in scope.
- 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.

Professional Services

- Professional service fees are not included in the project total. These services will be billed at

project completion and annually thereafter.

PROJECT BUDGET

Building J			
QTY	Manufacture	Part #	Description
1	SARGENT	70-8204-LW1L-US26D	STOREROOM MORTISE LOCK LESS SFIC
1	SARGENT	70-RX-8271-LW1L-US26D	ELECTRIFIED MORTISE LOCK LESS SFIC W/REX
1	SARGENT	70-10G04-LL US26D	STOREROOM LEVER LESS SFIC
1	KEEDEX	KDL38A	18ARMORED DOOR LOOP3/8ID FLEX CONDUIT
1	DON-JO MFG. CO., INC.	BF-13S-SL	HOLE FILLER PLATE 3-3/4 DIAMETER SILVER COATED
1	DON-JO MFG. CO., INC.	EF-160	PLATE EDGE FILLER
3	LCN CLOSERS	4040XP RW/PA 689	DOOR CLOSER ADJ. SIZE 1-6 4040XP-RWPA SHOE
3	George Risk Industries	180-12WG-G	3/4 Door Contact, Wide Gap, Closed Loop, Gray
200	WIRE	ACCESSPLENJKT4SHLD	TAPPAN WIRE H91602.1 YELLOW 1000' ROLLS
400	WIRE	AL2204C22S01	22 AWG 4 CONDUCTOR STRANDED BARE COPPER 1000' ROL
2	George Risk	4700-A	COMMERCIAL OVERHEAD DOOR SET
1	S2 Security Corporation	S2-NN-E2R-WM	Wall mount enclosure with (1) S2 ACM blade and 6 a
2	Coleman Cable Inc.	097098808	POWER CORD 9' BLACK 16 GUAGE 3 CONDUCTOR 13A
3	Yuasa Battery, Inc.	NP7-12	BATTERY 12V 7AH
1	Lifesafety Power	FPO75C4E1	12/24 VDC Power supply, 4 outputs, 3 amp @ 24 vdc
1	S2 Security Corporation	S2-INP	Supervised input application extension blade with
400	WIRE	CAT 6 PLENUM YELLOW	CATEGORY 6 UTP CABLE, PLENUM, YELLOW JACKET 1000'
1	SignalMax	12458JPL-C6C-L	12-Port Category 6 Jack Panel w/Legs, T568A/B Wiri
1	HID GLOBAL	920PTNNEK00000	MULTICLASS SE RP40 READER BLACK PIGTAIL
Total Building J Installation			\$7,826.52
Labor Subtotal			\$3,462.50
Supplies & Materials SubTotal			\$469.59
Freight & Warranty			\$48.44
Building J SubTotal			\$11,807.04

Building I			
QTY	Manufacture	Part #	Description
1	George Risk Industries	180-12WG-G	3/4 Door Contact, Wide Gap, Closed Loop, Gray
1	George Risk Industries	180-12WG-G	3/4 Door Contact, Wide Gap, Closed Loop, Gray
200	WIRE	ACCESSPLENJKT4SHLD	TAPPAN WIRE H91602.1 YELLOW 1000' ROLLS
1	SARGENT	70-RX-10G71LL-US26D	ELECTRIFIED UNLOCK STOREROOM LEVE LESS SFIC
400	WIRE	AL2204C22S01	22 AWG 4 CONDUCTOR STRANDED BARE COPPER 1000' ROL
1	KEEDEX	KDL38A	18ARMORED DOOR LOOP3/8ID FLEX CONDUIT
2	George Risk	4700-A	COMMERCIAL OVERHEAD DOOR SET
1	S2 Security Corporation	S2NDMN	S2 NetDoor® MicroNode - Standard
1	LCN CLOSERS	4040XP RW/PA 689	DOOR CLOSER ADJ. SIZE 1-6 4040XP-RWPA SHOE
400	WIRE	CAT 6 PLENUM YELLOW	CATEGORY 6 UTP CABLE, PLENUM, YELLOW JACKET 1000'
1	SignalMax	12458JPL-C6C-L	12-Port Category 6 Jack Panel w/Legs, T568A/B Wiri
1	HID GLOBAL	920PTNNEK00000	MULTICLASS SE RP40 READER BLACK PIGTAIL
Total Building I Installation			\$3,441.72
Labor Subtotal			\$2,228.75
Supplies & Materials SubTotal			\$206.50
Freight & Warranty			\$35.20
Building I SubTotal			\$5,912.17

Building H

QTY	Manufacture	Part #	Description
2	George Risk Industries	180-12WG-G	3/4 Door Contact, Wide Gap, Closed Loop, Gray
200	WIRE	ACCESSPLENJKT4SHLD	TAPPAN WIRE H91602.1 YELLOW 1000' ROLLS
200	WIRE	AL2204C22S01	22 AWG 4 CONDUCTOR STRANDED BARE COPPER 1000' ROL
1	S2 Security Corporation	S2NDMN	S2 NetDoor® MicroNode - Standard
400	WIRE	CAT 6 PLENUM YELLOW	CATEGORY 6 UTP CABLE, PLENUM, YELLOW JACKET 1000'
1	SignaMax	12458JPL-C6C-L	12-Port Category 6 Jack Panel w/Legs, T568A/B Wiri
1	HID GLOBAL	920PTNNEK00000	MULTICLASS SE RP40 READER BLACK PIGTAIL
1	SARGENT	70-10G04-LL US26D	STOREROOM LEVER LESS SFIC
1	SARGENT	70-RX-8271-LW1L-US26D	ELECTRIFIED MORTISE LOCK LESS SFIC W/REX
1	KEEDEX	KDL38A	18ARMORED DOOR LOOP3/8ID FLEX CONDUIT
2	LCN CLOSERS	4040XP RW/PA 689	DOOR CLOSER ADJ. SIZE 1-6 4040XP-RWPA SHOE

Total Building H Installation **\$4,560.91**

Labor Subtotal **\$2,071.25**

Supplies & Materials SubTotal **\$273.65**

Freight & Warranty **\$40.44**

Building H SubTotal **\$6,946.25**

Building G

QTY	Manufacture	Part #	Description
2	George Risk Industries	180-12WG-G	3/4 Door Contact, Wide Gap, Closed Loop, Gray
200	WIRE	ACCESSPLENJKT4SHLD	TAPPAN WIRE H91602.1 YELLOW 1000' ROLLS
200	WIRE	AL2204C22S01	22 AWG 4 CONDUCTOR STRANDED BARE COPPER 1000' ROL
1	George Risk	4700-A	COMMERCIAL OVERHEAD DOOR SET
1	S2 Security Corporation	S2NDMN	S2 NetDoor® MicroNode - Standard
400	WIRE	CAT 6 PLENUM YELLOW	CATEGORY 6 UTP CABLE, PLENUM, YELLOW JACKET 1000'
1	SignaMax	12458JPL-C6C-L	12-Port Category 6 Jack Panel w/Legs, T568A/B Wiri
1	HID GLOBAL	920PTNNEK00000	MULTICLASS SE RP40 READER BLACK PIGTAIL
1	SARGENT	70-10G04-LL US26D	STOREROOM LEVER LESS SFIC
1	SARGENT	70-RX-8271-LW1L-US26D	ELECTRIFIED MORTISE LOCK LESS SFIC W/REX
2	LCN CLOSERS	4040XP RW/PA 689	DOOR CLOSER ADJ. SIZE 1-6 4040XP-RWPA SHOE
1	KEEDEX	KDL38A	18ARMORED DOOR LOOP3/8ID FLEX CONDUIT

Total Building G Installation **\$4,616.41**

Labor Subtotal **\$2,176.25**

Supplies & Materials SubTotal **\$276.98**

Freight & Warranty **\$40.72**

Building G SubTotal **\$7,110.36**

Building F

QTY	Manufacture	Part #	Description	
2	George Risk Industries	180-12WG-G	3/4 Door Contact, Wide Gap, Closed Loop, Gray	
200	WIRE	ACCESSPLENJKT4SHLD	TAPPAN WIRE H91602.1 YELLOW 1000' ROLLS	
200	WIRE	AL2204C22S01	22 AWG 4 CONDUCTOR STRANDED BARE COPPER 1000' ROL	
1	S2 Security Corporation	S2NDMN	S2 NetDoor® MicroNode - Standard	
400	WIRE	CAT 6 PLENUM YELLOW	CATEGORY 6 UTP CABLE, PLENUM, YELLOW JACKET 1000'	
1	SignalMax	12458JPL-C6C-L	12-Port Category 6 Jack Panel w/Legs, T568A/B Wiri	
1	HID GLOBAL	920PTNNEK00000	MULTICLASS SE RP40 READER BLACK PIGTAIL	
1	SARGENT	70-10G04-LL US26D	STOREROOM LEVER LESS SFIC	
1	SARGENT	70-RX-8271-LW1L-US26D	ELECTRIFIED MORTISE LOCK LESS SFIC W/REX	
2	LCN CLOSERS	4040XP RW/PA 689	DOOR CLOSER ADJ. SIZE 1-6 4040XP-RWPA SHOE	
1	KEEDEK	KDL38A	18ARMORED DOOR LOOP3/8ID FLEX CONDUIT	
Total Building F Installation				\$4,560.91
Labor Subtotal				\$2,071.25
Supplies & Materials SubTotal				\$273.65
Freight & Warranty				\$40.44
Building F SubTotal				\$6,946.25

Building E

QTY	Manufacture	Part #	Description	
2	George Risk Industries	180-12WG-G	3/4 Door Contact, Wide Gap, Closed Loop, Gray	
200	WIRE	ACCESSPLENJKT4SHLD	TAPPAN WIRE H91602.1 YELLOW 1000' ROLLS	
600	WIRE	AL2204C22S01	22 AWG 4 CONDUCTOR STRANDED BARE COPPER 1000' ROL	
2	George Risk	4700-A	COMMERCIAL OVERHEAD DOOR SET	
1	S2 Security Corporation	S2-NN-E2R-WM	Wall mount enclosure with (1) S2 ACM blade and 6 a	
2	Coleman Cable Inc.	097098808	POWER CORD 9' BLACK 16 GUAGE 3 CONDUCTOR 13A	
3	Yuasa Battery, Inc.	NP7-12	BATTERY 12V 7AH	
1	Lifesafety Power	FPO75C4E1	12/24 VDC Power supply, 4 outputs, 3 amp @ 24 vdc	
1	S2 Security Corporation	S2-INP	Supervised input application extension blade with	
400	WIRE	CAT 6 PLENUM YELLOW	CATEGORY 6 UTP CABLE, PLENUM, YELLOW JACKET 1000'	
1	SignalMax	12458JPL-C6C-L	12-Port Category 6 Jack Panel w/Legs, TS68A/B Wiri	
1	HID GLOBAL	920PTNNEK00000	MULTICLASS SE RP40 READER BLACK PIGTAIL	
1	SARGENT	70-10G04-LL US26D	STOREROOM LEVER LESS SFIC	
1	SARGENT	70-RX-8271-LW1L-US26D	ELECTRIFIED MORTISE LOCK LESS SFIC W/REX	
2	LCN CLOSERS	4040XP RW/PA 689	DOOR CLOSER ADJ. SIZE 1-6 4040XP-RWPA SHOE	
1	KEEDEK	KDL38A	18ARMORED DOOR LOOP3/8ID FLEX CONDUIT	
Total Building E Installation				\$6,474.67
Labor Subtotal				\$3,226.25
Supplies & Materials SubTotal				\$388.48
Freight & Warranty				\$42.34
Building E SubTotal				\$10,131.74

Building D

QTY	Manufacture	Part #	Description
1	George Risk Industries	180-12WG-G	3/4 Door Contact, Wide Gap, Closed Loop, Gray
200	WIRE	ACCESSPLENJKT4SHLD	TAPPAN WIRE H91602.1 YELLOW 1000' ROLLS
2000	WIRE	AL2204C22S01	22 AWG 4 CONDUCTOR STRANDED BARE COPPER 1000' ROL
1	George Risk	4700-A	COMMERCIAL OVERHEAD DOOR SET
1	S2 Security Corporation	S2NDMN	S2 NetDoor® MicroNode - Standard
400	WIRE	CAT 6 PLENUM YELLOW	CATEGORY 6 UTP CABLE, PLENUM, YELLOW JACKET 1000'
1	SignalMax	124S8JPL-C6C-L	12-Port Category 6 Jack Panel w/Legs, TS68A/B Wiri
1	HID GLOBAL	920PTNNEK00000	MULTICLASS SE RP40 READER BLACK PIGTAIL
1	SARGENT	70-10G04-LL US26D	STOREROOM LEVER LESS SFIC
1	SARGENT	70-RX-8271-LW1L-US26D	ELECTRIFIED MORTISE LOCK LESS SFIC W/REX
2	LCN CLOSERS	4040XP RW/PA 689	DOOR CLOSER ADJ. SIZE 1-6 4040XP-RWPA SHOE
1	KEEDEX	KDL38A	18ARMORED DOOR LOOP3/8ID FLEX CONDUIT

Total Building D Installation	\$4,932.53
Labor Subtotal	\$3,961.25
Supplies & Materials SubTotal	\$295.95
Freight & Warranty	\$45.54
Building D SubTotal	\$9,235.27

Building C

QTY	Manufacture	Part #	Description
4	George Risk Industries	180-12WG-G	3/4 Door Contact, Wide Gap, Closed Loop, Gray
200	WIRE	ACCESSPLENJKT4SHLD	TAPPAN WIRE H91602.1 YELLOW 1000' ROLLS
600	WIRE	AL2204C22S01	22 AWG 4 CONDUCTOR STRANDED BARE COPPER 1000' ROL
7	George Risk	4700-A	COMMERCIAL OVERHEAD DOOR SET
1	S2 Security Corporation	S2-NN-E2R-WM	Wall mount enclosure with (1) S2 ACM blade and 6 a
2	Coleman Cable Inc.	097098808	POWER CORD 9' BLACK 16 GAUGE 3 CONDUCTOR 13A
3	Yuasa Battery, Inc.	NP7-12	BATTERY 12V 7AH
1	Lifesafety Power	FPO75C4E1	12/24 VDC Power supply, 4 outputs, 3 amp @ 24 vdc
1	S2 Security Corporation	S2-INP	Supervised input application extension blade with
400	WIRE	CAT 6 PLENUM YELLOW	CATEGORY 6 UTP CABLE, PLENUM, YELLOW JACKET 1000'
1	SignalMax	124S8JPL-C6C-L	12-Port Category 6 Jack Panel w/Legs, TS68A/B Wiri
1	HID GLOBAL	920PTNNEK00000	MULTICLASS SE RP40 READER BLACK PIGTAIL
2	SARGENT	70-10G04-LL US26D	STOREROOM LEVER LESS SFIC
1	SARGENT	70-RX-8271-LW1L-US26D	ELECTRIFIED MORTISE LOCK LESS SFIC W/REX
3	LCN CLOSERS	4040XP RW/PA 689	DOOR CLOSER ADJ. SIZE 1-6 4040XP-RWPA SHOE
1	KEEDEX	KDL38A	18ARMORED DOOR LOOP3/8ID FLEX CONDUIT

Total Building C Installation	\$7,808.18
Labor Subtotal	\$4,197.50
Supplies & Materials SubTotal	\$468.49
Freight & Warranty	\$49.01
Building C SubTotal	\$12,523.18

Building B

QTY	Manufacture	Part #	Description	
3	George Risk Industries	180-12WG-G	3/4 Door Contact, Wide Gap, Closed Loop, Gray	
200	WIRE	ACCESSPLENJKT4SHLD	TAPPAN WIRE H91602.1 YELLOW 1000' ROLLS	
400	WIRE	AL2204C22S01	22 AWG 4 CONDUCTOR STRANDED BARE COPPER 1000' ROL	
1	George Risk	4700-A	COMMERCIAL OVERHEAD DOOR SET	
1	S2 Security Corporation	S2-NN-E2R-WM	Wall mount enclosure with (1) S2 ACM blade and 6 a	
2	Coleman Cable Inc.	097098808	POWER CORD 9' BLACK 16 GUAGE 3 CONDUCTOR 13A	
3	Yuasa Battery, Inc.	NP7-12	BATTERY 12V 7AH	
1	Lifesafety Power	FPO75C4E1	12/24 VDC Power supply, 4 outputs, 3 amp @ 24 vdc	
1	S2 Security Corporation	S2-INP	Supervised input application extension blade with	
400	WIRE	CAT 6 PLENUM YELLOW	CATEGORY 6 UTP CABLE, PLENUM, YELLOW JACKET 1000'	
1	SignalMax	12458JPL-C6C-L	12-Port Category 6 Jack Panel w/Legs, TS68A/B Wiri	
1	HID GLOBAL	920PTNNEK00000	MULTICLASS SE RP40 READER BLACK PIGTAIL	
1	SARGENT	70-8204-LW1L-US26D	STOREROOM MORTISE LOCK LESS SFIC	
2	SARGENT	70-10G04-LL US26D	STOREROOM LEVER LESS SFIC	
3	LCN CLOSERS	4040XP RW/PA 689	DOOR CLOSER ADJ. SIZE 1-6 4040XP-RWPA SHOE	
1	KEEDEK	KDL38A	18ARMORED DOOR LOOP3/8ID FLEX CONDUIT	
			Total Building B Installation	\$7,061.93
			Labor Subtotal	\$3,252.50
			Supplies & Materials SubTotal	\$423.72
			Freight & Warranty	\$44.92
			Building B SubTotal	\$10,783.07

Building A

QTY	Manufacture	Part #	Description	
1	MEDECO SECURITY LOCK	33K07602126	SFIC MORTISE CYLINDER HOUSING ONLY 1-3/8 FOR 6	
1	MEDECO SECURITY LOCK	CTZ02	MORTISE CYL. CAM ADAMS RITE TYPE	
1	AXIS Communications	0871-001	A8105-E	
1	AXIS Communications	01422-001	GXV3240 IP PHONE	
1000	WIRE	CAT 6 PLENUM YELLOW	CATEGORY 6 UTP CABLE, PLENUM, YELLOW JACKET 1000'	
10	George Risk Industries	180-12WG-G	3/4 Door Contact, Wide Gap, Closed Loop, Gray	
800	WIRE	ACCESSPLENJKT4SHLD	TAPPAN WIRE H91602.1 YELLOW 1000' ROLLS	
1000	WIRE	AL2204C22S01	22 AWG 4 CONDUCTOR STRANDED BARE COPPER 1000' ROL	
1	S2 Security Corporation	S2-NN-E2R-WM	Wall mount enclosure with (1) S2 ACM blade and 6 a	
2	Coleman Cable Inc.	097098808	POWER CORD 9' BLACK 16 GUAGE 3 CONDUCTOR 13A	
3	Yuasa Battery, Inc.	NP7-12	BATTERY 12V 7AH	
1	Lifesafety Power	FPO75C4E1	12/24 VDC Power supply, 4 outputs, 3 amp @ 24 vdc	
1	S2 Security Corporation	S2-ACM	Access control application extension blade with su	
1	S2 Security Corporation	S2-INP	Supervised input application extension blade with	
1	Bosch	B465	UNIVERSAL DUAL PATH COMMUNICATOR	
1	Bosch	B11	SMALL ENCLOSURE FOR B SERIES PANELS (WHITE)	
1	Bosch	B444-V	PLUG-IN CELLULAR MODULE, VERIZON LTE, HOT	
1	SignalMax	12458JPL-C6C-L	12-Port Category 6 Jack Panel w/Legs, TS68A/B Wiri	
3	HID GLOBAL	920PTNNEK00000	MULTICLASS SE RP40 READER BLACK PIGTAIL	
4	SARGENT	70-10G04-LL US26D	STOREROOM LEVER LESS SFIC	
1	SARGENT	70-RX-8271-LW1L-US26D	ELECTRIFIED MORTISE LOCK LESS SFIC W/REX	
1	KEEDEK	KDL38A	18ARMORED DOOR LOOP3/8ID FLEX CONDUIT	
5	LCN CLOSERS	4040XP RW/PA 689	DOOR CLOSER ADJ. SIZE 1-6 4040XP-RWPA SHOE	

Annual Recurring:

Description	Ext. Price
Cellular Monitoring	180
Monitoring	300

Total Building A Installation	\$12,966.20
Labor SubTotal	\$7,315.00
Supplies & Materials SubTotal	\$777.97
Freight & Warranty	\$102.81
Building A SubTotal	\$21,161.98
Annual Recurring SubTotal	\$480.00

Gate

QTY	Manufacture	Part #	Description
2	Ubiquiti	NBE-SAC-Gen2-US	NanoBeam AC Gen2 Wireless Radio
1	AXIS Communications	01S00-001	P3719-PLC
1	L-COM INC	NB141207-10V	ENCL,FRP 14x12x7 w/120VAC
1	Transition Networks	*NS_(1)_SISPM1040-182D-LR	MANAGED PoE SWITCH(8) 10/100BASE-TX +
1	Transition Networks	2S104	DIN RAIL MOUNTED INDUSTRIAL POWER SUPPLY
1	AXIS Communications	01S13-001	T94N01D PENDANT KIT
1	AXIS Communications	01473-001	T91B67 POLE MOUNT 65-165MM
1	AXIS Communications	5504-821	T91D61 WALL MOUNT
1	AXIS Communications	5017-641	T91A64 BRACKET CORNER
1	S2 Security Corporation	S2NDMN	S2 NetDoor® MicroNode - Standard
2	Ubiquiti	INS-3AF-O-G	802.11af POE to 24 Volt passive POE Converter - Ou
1	L-COM INC	NB141207-10V	ENCL,FRP 14x12x7 w/120VAC
1	MILESTONE SYSTEM	XPPPLUSDL	XProtect Professional+ Device License
1	MILESTONE SYSTEM	YXPPPLUSDL	One year Care Plus for XProtect Professional+ Devi
1	HID GLOBAL	920PTNNEK00000	MULTICLASS SE RP40 READER BLACK PIGTAIL
1	MEDECO SECURITY LOCK CO	33K07602126	SFIC MORTISE CYLINDER HOUSING ONLY 1-3/8 FOR 6
1	MEDECO SECURITY LOCK CO	CTZ02	MORTISE CYL. CAM ADAMS RITE TYPE

Total Gate Installation	\$6,003.11
Labor SubTotal	\$1,957.50
Supplies & Materials SubTotal	\$20,733.52
Freight & Warranty	\$74.24
Gate SubTotal	\$28,768.37

Replacement Doors

Supplies & Materials SubTotal	\$25,130.00
Replacement Doors SubTotal	\$25,130.00

Lift Rental

Supplies & Materials SubTotal	\$918.67
Lift Rental SubTotal	\$918.67

Investment Summary

Total Equipment	\$70,253.09
Total Labor	35920
Total Supplies & Materials	\$50,637.17
Total Freight & Warranty	\$564.10
Total Proposal Amount	\$157,374.35
Deposit Due in Advance	\$78,687.18
Balance Due Upon Completion	\$78,687.17
Annual Recurring	\$480.00

PROJECT INVESTMENT SUMMARY

System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the sum of: **\$157,374.35**, plus applicable taxes.

Payment Terms:

Provide a mobilization fee in the amount of **50%** of the installation fee upon formal approval to proceed with the project. Balance to be paid in progress payments as invoiced by Kenton Brothers with payment in full due upon system deployment completion.

Payment shall be Net 30 of invoice date.

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.

Recurring Charges:

Customer agrees to pay KB the sum of \$480.00 plus tax, if applicable, per year for the following included in this proposal, prepaid annually for a period of 36 months. Method of payment by Customer may be by check, money order, credit card or EFT (Electronic Funds Transfer). If EFT is desired Customer authorizes periodic debits from Customer's bank account as stated above.

- Cellular Monitoring
- Monitoring

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 June 30, 2020 (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: **Garrett Scarlett**

Accepted By: **City of Belton**
Name: **Greg Rokos**

Signature: _____

Signature: _____

Title: Commercial Sales

Title: _____

Date: _____

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 catastrophe, 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, KB may in its sole discretion, 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: fieldservices@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 one of following two cycles/methods:

- Annually – Each Payment shall be due within thirty (30) days of the invoice date. KB shall invoice the Customer for such amounts on an Annual basis.
- Quarterly – Each Payment shall be due within thirty (30) days of the invoice date. KB shall invoice the Customer for such amounts on a Quarterly basis.

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 3401 E Truman Road, Kansas City, MO. 64127 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, using its reasonable judgement, 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

KB SHALL HAVE NO LIABILITY FOR ANY DELAY IN PERFORMING ITS OBLIGATIONS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL KB BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE EQUIPMENT, THE SOFTWARE OR THE SERVICES, WHETHER CAUSED BY KB'S NEGLIGENCE, FAULT, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHER CAUSE OR CAUSES WHATSOEVER AND EVEN IF KB WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, IF THE DELAY IS CAUSED BY OF SAVINGS OR REVENUE, LOSS OF ANTICIPATED PROFITS, LABOR INEFFICIENCIES, IDLE EQUIPMENT, HOME OFFICE OVERHEAD, AND SIMILAR TYPES OF DAMAGES. IN THE EVENT THAT KB IS FOUND LIABLE FOR DIRECT DAMAGES, IN NO EVENT SHALL KB'S TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER FOR THE DEFECTIVE ITEM OR SERVICE UNDER THE APPLICABLE SCHEDULE WITHIN THE IMMEDIATELY PRECEDING TWELVE (12)-MONTH PERIOD. THE DISCLAIMER OF WARRANTIES IN SECTION 12 AND THE LIMITATION OF LIABILITY AND REMEDY IN THIS SECTION 13 ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR KB TO PROVIDE AND FOR CUSTOMER TO OBTAIN ACCESS TO THE EQUIPMENT, SOFTWARE AND SERVICES FOR THE SPECIFIED FEES. CUSTOMER ACKNOWLEDGES THAT KB IS NOT THE MANUFACTURER OF ANY OF THE EQUIPMENT, AND CUSTOMER AGREES THAT KB SHALL HAVE NO LIABILITY RELATED TO ANY PRODUCT DEFECT RELATED TO THE EQUIPMENT OR SOFTWARE EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6(a) WITH RESPECT TO REMOTE VIDEO SERVER EQUIPMENT.

14. INDEMNIFICATION BY CUSTOMER

(a) Indemnity. Customer shall indemnify, defend and hold harmless KB and its officers, shareholders, directors, employees, agents and affiliates (each, a "KB Indemnified Party") from and against any and all damages, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action, arbitration or proceeding brought or threatened by a third party against any KB 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 / nonperformance of any Services pursuant to this Agreement; (b) any breach or alleged breach by Customer or its users of any of its representations, warranties, covenants or obligations hereunder or any actual or alleged act or failure to act by Customer; or (c) any of the services provided pursuant to this Agreement by a subcontractor or service partner of KB, including, without limitation, any party providing central office monitoring services to Customer. Customer on its behalf and any insurance carrier waives any right of subrogation Customer's insurance carrier may otherwise have against KB or KB's subcontractors arising out of this Agreement or the relation of the parties hereto.

(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).

15. EXCULPATORY CLAUSE

KB and Customer agree that KB is not an insurer and no insurance coverage is offered herein. 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. KB is not assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury, data corruption or inability to view or retrieve data, or property damage sustained by Customer as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by KB's negligent performance, failure to perform any obligation or strict products liability. Customer releases KB from any claims for contribution, indemnity or subrogation.

16. 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

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 \$100.00. 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.

17. 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.

18. 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 Kansas City, 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, loss or damage to property shall not be subject to the provisions of this Section 18.

19. 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.

20. 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 Jackson 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 requested, postage prepaid) to the address provided by the party to be notified. Either party may change the referenced addresses and contact information by written notice to the other in accordance with this Section. Notices shall be effective: (i) as of the date personally delivered if by hand or (ii) for notices sent by certified mail, five (5) business days after the postmark date, or (iii) upon receipt if sent by courier service such as Federal Express, U.P.S., or DHL. Notices also may be delivered by electronic means (including, without limitation, via email) and 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 IV

F

A RESOLUTION FORMALLY ACCEPTING THE TRADITIONS PHASE 2 SUBDIVISION NEW PUBLIC INFRASTRUCTURE OF 1,461 FEET OF 8" WATER LINE AND ASSOCIATED VALVES AND FITTING; THREE (3) FIRE HYDRANT ASSEMBLIES; 1,678 FEET OF SANITARY SEWER MAIN AND ASSOCIATED MANHOLES; 1,243 FEET OF STORM SEWER AND ASSOCIATED STRUCTURES; 3,612 LANE FEET OF STREET; AND STOP INTERSECTION ON MAGGIE COURT AT EMILY LANE, NORTHWEST CORNER WITH A TWO-YEAR MAINTENANCE BOND IN THE AMOUNT OF \$594,039.88.

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

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

WHEREAS, Traditions Phase 2 Subdivision new public infrastructure was installed, inspected, and tested per City of Belton standards including 1,461 feet of 8" water line and associated valves and fittings; three (3) fire hydrant assemblies; 1,678 feet of sanitary sewer main and associated manholes; 1,243 feet of storm sewer and associated structures; 3,612 lane feet of street; and stop intersection on Maggie Court at Emily Lane, northwest corner; and

WHEREAS, the City has received a two-year maintenance bond for the above-mentioned new public infrastructure in the amount of \$594,039.88; and

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

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

SECTION 1. That the Traditions Phase 2 Subdivision water line, fire hydrants, sanitary sewer main, storm sewer, street, and stop intersection are hereby formally accepted by the City of Belton and shall become the property of the City.

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

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

Mayor Jeff Davis

ATTEST:

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

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

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

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

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: July 14, 2020

DIVISION: Public Works Engineering

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

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

ISSUE/RECOMMENDATION:

As is required by Section 36-111 of the Unified Development Code that provides for formal acceptance of public improvements by the City of Belton, this is a procedural item for acceptance of new public infrastructure constructed and completed with the installation of a public water line, fire hydrants, sanitary sewer main and associated manholes, storm sewer and associated structures, and street to serve Traditions Phase 2 Subdivision. These public improvements consist of the following:

- 1,461 feet of 8" water line and associated valves and fittings
- Three (3) fire hydrant assemblies
- 1,678 feet of sanitary sewer main and associated manholes
- 1,243 feet of storm sewer and associated structures
- 3,612 lane feet of street
- Stop intersection: Maggie Court at Emily Lane, northwest corner

These improvements have been installed, inspected, and tested per City of Belton standards. The City has received a two-year maintenance bond for the above-mentioned public improvements in the amount of \$594,039.88.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve and authorize a resolution formally accepting the Traditions Phase 2 Subdivision new public infrastructure of 1,461 feet of 8" water line and associated valves and fittings; three (3) fire hydrant assemblies; 1,678 feet of sanitary sewer main and associated manholes; 1,243 feet of storm sewer and associated structures; 3,612 lane feet of street; and stop intersection on Maggie Court at Emily Lane, northwest corner with a two-year maintenance bond in the amount of \$594,039.88.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Infrastructure Acceptance Memo with Site Map



CITY OF BELTON – PUBLIC WORKS MEMORANDUM

PUBLIC WORKS

Date: June 12, 2020
To: Greg Rokos, Director of Public Works
From: Ron Raines, Public Works Senior Engineering Technician
Subject: Traditions, Phase 2 Public Infrastructure

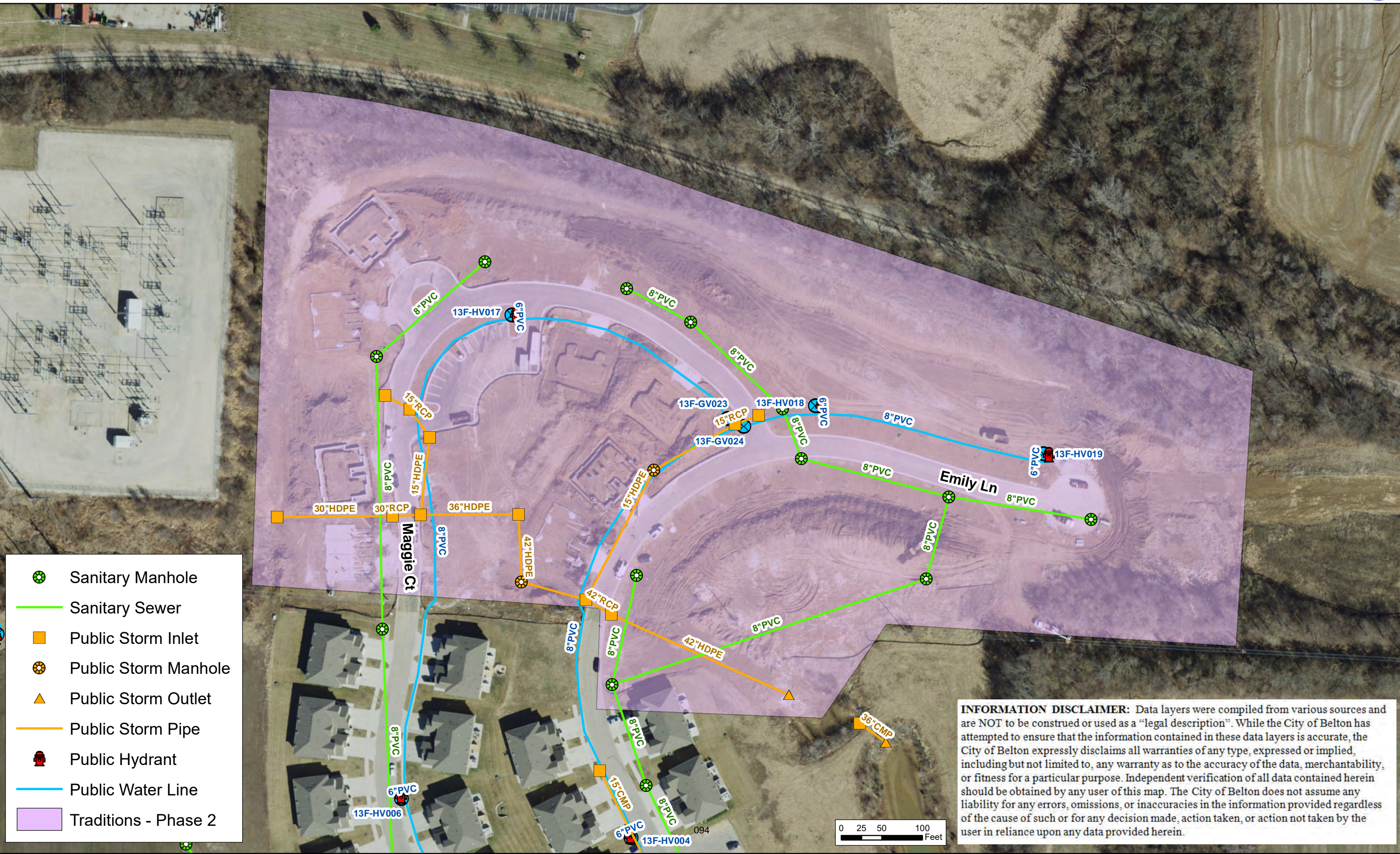
The Public Infrastructure for Traditions Phase 2 subdivision is complete. These public improvements consist of 1,461 feet of 8” water line and associated valves, fittings, and fire hydrants, 1,678 feet of sanitary sewer main and associated manholes, 1,243 feet of storm sewer and associated structures, and 3,612 lane feet of street. These improvements have been installed, inspected, and tested per City of Belton standards. We have received a maintenance bond for the above-mentioned public improvements in the amount of \$594,039.88.

Stop Intersections are as follows: Maggie Court at Emily Lane, northwest corner.

These improvements are ready to be presented to the City Council during a regular session as a Consent Item for formal acceptance.



Traditions - Phase 2 Infrastructure



INFORMATION DISCLAIMER: Data layers were compiled from various sources and are NOT to be construed or used as a “legal description”. While the City of Belton has attempted to ensure that the information contained in these data layers is accurate, the City of Belton expressly disclaims all warranties of any type, expressed or implied, including but not limited to, any warranty as to the accuracy of the data, merchantability, or fitness for a particular purpose. Independent verification of all data contained herein should be obtained by any user of this map. The City of Belton does not assume any liability for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any data provided herein.

SECTION IV

G

A RESOLUTION OF THE CITY OF BELTON, MISSOURI APPROVING AN ON-CALL PROFESSIONAL SERVICES CONTRACT WITH COOK, FLATT & STROBEL ENGINEERS.

WHEREAS, following Sections 8.285 through 8.291 of Chapter 8 of the Missouri Revised Statutes, Staff advertised the Request for Qualifications (RFQ) for On-Call Professional Engineering Services for the City of Belton, Missouri on June 8, 2020. The deadline for consultants to submit Qualification Packets for consideration was June 22, 2020. Fourteen Qualification Packets were received from fourteen (14) interested engineering consultants; and

WHEREAS, Staff recommends that the City contract with the following four (4) highly qualified engineering consultants: Burns & McDonnell/CAS, LLC; Cook, Flatt & Strobel Engineers; TREKK Design Group, LLC; and Wilson & Company. The award of each contract is for a five-year period. Performance Appraisals of the Consultant shall be completed on an annual basis concurrently with negotiations of the Schedule of Hourly Rates and Expenses. The Public Works Director is authorized to extend the Contract for five (5) subsequent one-year periods. The total term of the Contract shall not exceed ten (10) years; and

WHEREAS, the City Council believes that the approval of an On-Call Professional Services Contract with Cook, Flatt & Strobel Engineers is in the best interest of the citizens of Belton.

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

SECTION 1. That the On-Call Professional Services Contract with Cook, Flatt, & Strobel Engineers is hereby approved for a period of five (5) years with the option of up to five (5) subsequent one-year renewals.

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

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

Mayor Jeff Davis

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: July 14, 2020

DIVISION: Public Works/Engineering

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

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

ISSUE/RECOMMENDATION:

The existing On-Call Professional Engineering Services Agreements are expiring. Staff advertised the Request for Qualifications (RFQ) for On-Call Professional Engineering Services on May 18, 2020 and received Qualification Packets on June 22, 2020 from 14 interested engineering firms.

Staff is recommending that the City contract with the following four (4) highly qualified firms.

- Burns & McDonnell/CAS, LLC
- Cook, Flatt & Strobel Engineers
- TREKK Design Group, LLC
- Wilson & Company

The above listed firms can provide a wide range of services to the City including but not limited to transportation engineering and planning, utility design of water, wastewater, and stormwater infrastructure, surveying, geotechnical, architectural, facility, planning, financial, structural, and public education and outreach services.

IMPACT/ANALYSIS:

Task Agreements will be utilized, and the current Purchasing Policy per the City of Belton Code of Ordinances will be followed.

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving an On-Call Professional Services Contract with Cook, Flatt & Strobel Engineers.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution
Contract



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

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Cook, Flatt & Stobel

Agreement made this _____, 2020 between Engineers, P.A., an entity organized and existing under the laws of the State of Kansas, with its principal office located at 2930 SW Woodside Dr Topeka, KS hereafter referred to as the **Consultant**, and The City of Belton, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 506 Main Street, Belton, Missouri, hereafter referred to as the **City**.

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

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

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

**ARTICLE I
THE WORK**

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

ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION

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

ARTICLE III
CONTRACT SUM AND PAYMENT

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

ARTICLE IV
CONTRACT PAYMENT

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

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

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

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

ARTICLE V
INSURANCE REQUIREMENTS

- A. Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.
 - a. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - i. Severability of Interests Coverage applying to Additional Insureds
 - ii. Contractual Liability

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

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

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

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

ARTICLE VI RESPONSIBILITIES

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

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

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

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

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

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

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

ARTICLE VII TERMINATION OF AGREEMENT

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

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

ARTICLE VIII ARBITRATION

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

ARTICLE IX WARRANTY

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

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

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XI ENTIRE AGREEMENT

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

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

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

SEAL)

THE CITY OF BELTON, MISSOURI

By: _____

Jeff Davis, Mayor

Attest: _____

Andrea Cunningham, City Clerk

SEAL)

CONSULTANT'S NAME

By: 

Title: Senior Vice President

Attest: 

APPENDIX A

General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is a 5-year period. Performance Appraisals of the Consultant shall be completed on an annual basis concurrently with negotiations of the **Attachment 3: Schedule of Hourly Rates and Expenses**. The Public Works Director is authorized to extend the Agreement for five (5) subsequent one-year periods. The total term of the agreement shall not exceed ten (10) years.

C. *Hold Harmless Clause*

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

D. *Exemption from Taxes*

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

E. *Employment Discrimination by Consultants Prohibited/Wages/ Information*

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

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

F. *Invoicing and Payment*

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

G. *Cancellation*

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

H. *Contractual Disputes*

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

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

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

I. *Severability*

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

J. *Applicable Laws*

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

K. *Drug/Crime Free Workplace*

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

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

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

L. *Inspection*

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

M. *Escalation of Fees*

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

N. *Permits*

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

O. *Release of Information*

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

P. *Rejection of Bids*

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

Q. *Affidavit of Work Authorization and Documentation:*

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

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

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

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

APPENDIX B

On-Call Professional Services Contract Attachments

Attachment 1 – Generic Task Agreement

Attachment 2 – Professional Services Performance Appraisal

Attachment 3 – Schedule of Hourly Rates and Expenses

Attachment 4 – Standard Certificate of Insurance Form

Attachment 5 – Affidavit of Work Authorization

ATTACHMENT 1



PUBLIC WORKS

City of Belton – Public Works Task Agreement

Contract:										
Ordinance or Resolution:			Task Agreement No:				Funding Amount: Date of Schedule of Hourly Rates and Expenses: Purchase Order No:			
Project Title:										
Contractor/Consultant (including subs):						Division and Staff Project Manager:				
Project Management Manual reviewed:						Attachments (Gantt Chart, etc.):				
PROJECT Scope (can be in the form of an attachment):										
Staff Signatures						Partner Signatures				
Director of Public Works: Greg Rokos			City Manager: Alexa Barton			Project Manager:			Company Principal (if different):	
Signature: _____ Date: _____			Signature: _____ Date: _____			Signature: _____ Date: _____			Signature: _____ Date: _____	
Project Type:	Design		Construction		Property Acquisition		Conceptual – Problem Solving		Surveying	
Project Discipline(s):	Transportation		Planning		Water		Wastewater		Stormwater	
Report(s) Received:										
Work on File:										
This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20____.										

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

ATTACHMENT 2

Professional Services Performance Appraisal

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

Consultant: _____ Date: _____

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

Design	Construction	Property Acquisition	Conceptual Problem Solving –	Surveying
Transportation	Planning	Water	Wastewater	Stormwater

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

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

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with Others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

ATTACHMENT 3

Schedule of Hourly Rates and Expenses

To be provided by selected Consultant and incorporated into Contract

Do not submit a Schedule of Hourly Rates and Expenses as part of the RFQ Proposal.

2020 RATE SCHEDULE

COOK, FLATT & STROBEL ENGINEERS, P.A.

LABOR CATEGORY	HOURLY RATE
Senior Engineer	\$149.00
Engineer	\$133.00
Junior Engineer	\$98.00
Architect/Landscape	\$148.00
Senior Design Technician	\$132.00
Senior Technician	\$98.00
Technician	\$83.00
Junior Technician	\$68.00
Licensed Surveyor	\$113.00
Survey Chief	\$92.00
Survey Technician	\$72.00
Instrument Operator	\$65.00
Survey Crew (2 men)	\$183.00
Survey Crew (1 man)	\$132.00
Construction Manager	\$112.00
Construction Supervisor	\$107.00
Senior Construction Technician	\$104.00
Construction Technician	\$82.00
Junior Construction Technician	\$57.00
Project Manager	\$183.00
Principal	\$233.00
Administrative	\$107.00
Clerical/Support	\$74.00
Project Supervisor	\$154.00
<u>Direct Expenses</u>	
Mileage	\$0.575/mile
Motel	At Cost
Meals	\$55.00/Day

(1/3/2020)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/19/2020

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

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

PRODUCER Peoples/Commercial Insurance Svcs. 1415 SW Topeka Blvd. Topeka KS 66612-1818	CONTACT NAME: Lisa M. Parkhurst, CISR		
	PHONE (A/C, No, Ext): 785-271-8097 FAX (A/C, No): 785-271-8085		
	E-MAIL ADDRESS: lparkhurst@peoplesinsure.com		
INSURED Cook, Flatt, & Strobel Engineers PA 2930 SW Woodside Dr. Topeka KS 66614	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Cincinnati Insurance Company		10677
	INSURER B: The Cincinnati Indemnity Company		23280
	INSURER C: Continental Casualty Company		20443
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 20200619163020526

REVISION NUMBER:

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

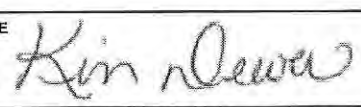
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N	ECP 0433938	04/15/2020	04/15/2023	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:						\$	
A	AUTOMOBILE LIABILITY	Y	N	EBA 0433938	04/15/2020	04/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY							BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	Y	N	ECP 0433938	04/15/2020	04/15/2023	EACH OCCURRENCE \$ 4,000,000	
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000	
	DED \$ RETENTION \$						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	N	EWC 0433939	04/15/2020	04/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
C	Prof. & Poll. Liability Liability Limit	N	N	AEH591909121	04/15/2020	04/15/2021	Per Claim Aggregate \$2,000,000 \$2,000,000	

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

City of Belton, MO is added as an Additional Insured with regards to the General Liability, Auto Liability and Umbrella Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Belton, MO Public Works Department 506 Main St Belton MO 64012 Fax: 816-322-4620	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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EVERIFY | AFFIDAVIT OF WORK AUTHORIZATION

ATTACHMENT 5

AFFIDAVIT OF WORK AUTHORIZATION

(as required by Section 285.530, Revised Statutes of Missouri)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

Name/Consultant:

Sabin Yanez

Company: Cook, Flatt & Strobel Engineers, P.A.

Address: 1421 E 104th Street, Suite 100 Kansas City, MO 64131

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

Company Name

Sabin A. Yanez
Signature

Name: Sabin Yanez

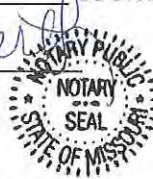
Title: Senior Vice President

Subscribed and sworn to before me this 4 day of June, 2020

STATE OF Missouri

COUNTY OF Jackson

Notary Public: Carrie Roberts



CARRIE ROBERTS
My Commission Expires
April 29, 2021
Jackson County
Commission #13475067

My Commission Expires: 4/29/2021

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

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



Company ID Number: 200575

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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



Company ID Number: 200575

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

Employer Cook, Platt and Strobel, PA

Robert Chambers

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/24/2009

Date

Department of Homeland Security -- Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/24/2009

Date

SECTION VI

B

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND BAKER TILLY AND AUTHORIZING THE EXECUTION OF THE SAME.

WHEREAS, a vote held by the citizens of Belton on November 6, 2018, approved changing the position of Chief of Police from elected to appointed via the deletion of Article VIII Chief of Police from the City Charter; and

WHEREAS, the City has determined that it is in the best interest of the City to utilize an executive search firm; and

WHEREAS, on May 22, 2020 a request for qualifications was posted for an executive search firm to assist the City of Belton in recruiting and hiring an appointed Police Chief; and

WHEREAS, upon reviewing the submitted request for qualification responses, it was determined Baker Tilly is best suited to perform the recruitment function for the Police Chief position due to prior experience with the City of Belton, outline and scope of professional services, negotiated rate, and level of recruitment guarantee.

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

- Section 1.** That the City Council hereby approves the Letter of Agreement between the City of Belton, Missouri and Baker Tilly attached hereto as **Exhibit A** and incorporate as if fully set forth herein and authorizes the City Manager to execute the same.
- Section 2.** That the City Manager is authorized to sign the contract on behalf of the City of Belton.
- Section 3.** That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this 14th day of July, 2020

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 ____ of ____, 2020, and thereafter adopted as Ordinance No. 2020-__ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of ____, 2020, 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: July 14, 2020

DIVISION: ADMINISTRATION

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

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

ISSUE/RECOMMENDATION:

Due to the change of elected Police Chief to an appointed Police Chief (ref. November 6, 2018 election), an Executive Search/Recruitment Firm is required. Request for qualifications were posted with five (5) respondents.

PROPOSED CITY COUNCIL MOTION:

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND BAKER TILLY AND AUTHORIZING THE EXECUTION OF THE SAME.

BACKGROUND/JUSTIFICATION:

Firm	Base Rate
Baker Tilly, Kansas City, MO	\$19,500
ZILO Int'l Group, Centennial, CO	\$20,000
GovHR, Northbrook, IL	\$21,000
Strategic Government Resources, (SGR), Keller, TX	\$24,900
Harvard Group Int'l, Marietta, GA	\$46,000

Baker Tilly assisted with the recent recruitment of the Public Works Director position with an efficient approach and process for recruitment. The process for the appointed police chief position will be very similar. This phased approach in providing professional services is proven to be resourceful and helpful. In addition, the professional representative, Art Davis, is proficient and has the experience to assist the City with this executive-level position search.

Baker Tilly provides a 12 month guarantee should the selected candidate be terminated or resign, Baker Tilly will conduct an additional search for no additional professional fee for project related expenses.

STAFF RECOMMENDATION:

Staff recommends award to Baker Tilly



9229 Ward Parkway, Suite 104
Kansas City, MO 64114

July 7, 2020

Ms. Alexa Barton
City Manager
506 Main Street
Belton, MO 64012

Subject: Letter of Agreement to Conduct Police Chief Executive Recruitment

Dear Ms. Barton:

This letter documents the City of Belton's ("Client") engagement of Baker Tilly Virchow Krause, LLP ("Baker Tilly") to conduct an executive search for a Police Chief. This letter of agreement defines the Client's and Baker Tilly's respective obligations for this Project.

Scope, Objectives and Approach

A team approach, which uses a combination of the Client's personnel and Baker Tilly's expertise and personnel, is critical to the success of the Project. Your organization brings the knowledge of your particular needs and we bring a deep understanding of executive recruitment and selection practices.

SCOPE OF PROFESSIONAL SERVICES

Baker Tilly will provide professional services in the area of an executive recruitment for the position of Police Chief. This Agreement includes Baker Tilly's commitment to provide all elements of the recruitment process, services, and conditions described herein.

Phase	Description of Professional Services
Phase I	<u>Task 1</u> – Candidate Profile Development/Advertising/Marketing (Includes multiple on-line meetings and discussions with key stakeholders by the Project Team Leader). <u>Task 2</u> – Identify Quality Candidates.
Phase II	<u>Task 3</u> – Screening of Applications and Submission of Recommended Semi-Finalists via Digital Report to Client. (includes multiple on-line meetings by Project Team Leader) <u>Task 4</u> – Reference Checks, Background Checks, and Academic Verifications.
Phase III	<u>Task 5</u> – Final Process/On-Site Interviews with Finalists (includes possible on-site visit and digital access during interviews by Project Team Leader).
Conclusion	Acceptance of offer by candidate.

Outline of Services to be Provided by Baker Tilly

Here is a brief outline of Baker Tilly's executive recruitment services for this Project:

1. Recruitment brochure development and advertising
 - Baker Tilly will meet digitally and/or in person with your organization's leadership and key stakeholders to understand your desired needs, strategic directions and overall candidate expectations and develop a candidate profile to be used for marketing purposes.
2. Execution of recruitment strategy and identification of quality candidates
 - Using the approved profile, we develop a colorful, appealing brochure and embark on a national, and regionally targeted, recruitment campaign.
3. Additionally, Baker Tilly will simultaneously launch a direct applicant outreach campaign targeting eligible prospects identified via our applicant database; LinkedIn, and other available and "to be developed" prospect databases.
4. Screening of applications, recommendation of semi-finalists and selection of finalists
 - Once we identify eligible applicants, we secure the completion of our due diligence questionnaire and conduct a comprehensive web and social media scan designed to elicit information that may be relevant to employment.
 - Eligible applicants may also be asked to complete a one-way video interview of selected questions designed to secure a different perspective on the applicant's overall qualifications.
 - We provide you with a Semi-Finalists Report of the top candidates, which includes resumes, cover letters and due diligence responses.
5. Conducting background checks (criminal, civil, credit and driving record), reference checks, employment and academic verifications
 - Background records checks, employment and academic verification Reference checks.
6. Final interview process:
 - Once your organization identifies your top 2-5 finalists, Baker Tilly will work with you and the finalists to coordinate all aspects of the interview process, employment offer-assistance and feedback.

Project Timing and Budget

The Project will commence upon your execution of this engagement letter and will remain in effect for the period necessary for successful completion of the Project, and as worked out in the established working schedule documents.

1. PROJECT TEAM LEADER Art Davis will lead the engagement, and other professionals will be involved as required.

The all-inclusive professional fee to complete Chief of Police executive recruitment **\$19,500** (the "Fee ") and includes the cost of professional services by the Project Team Leader and the Project support staff, and all project-related expenses such as advertising, printing, candidate background and reference checks, and expenses for on-site visits by the Project Team Leader.

Please Note: Travel expenses incurred by candidates for on-site interviews with the Client are not the responsibility of Baker Tilly and shall be handled directly by

the Client. The Client will make payments upon receipt of an invoice submitted by Baker Tilly. Payment to Baker Tilly is due upon receipt. All invoices will be forwarded to the Client for processing unless otherwise directed. For reporting purposes, Baker Tilly's **tax identification number is 39-0859910**.

2. The Fee will be billed in four installments as applicable to each Project; 30% of the Fee will be billed upon execution of this Letter; 30% at the completion of Phase I; 30% at the completion of Phase II; and the final 10% upon acceptance of offer by the selected candidate. The Fee is not contingent. If Client terminates this engagement before completion, Baker Tilly shall invoice the Client for any unpaid portion of the Fee.
3. If Client requests Baker Tilly to perform additional services beyond the services described above, such as conducting an employee/community survey or making additional on-site visits, such additional services shall result in additional fees. For an employee/community survey, the additional fee shall be \$220 per hour. For additional on-site visits (beyond the three on-site visits/digital meetings, including a total of two (2) consulting days allotted for interviews), the additional fee would be our standard daily rate of \$1,800 plus expenses.

Baker Tilly's Guarantees for this Project

1. Baker Tilly shall remain on the Project until you find a candidate to hire. If you are unable to make a selection from the initial group of semifinalists or finalists, Baker Tilly will work to identify a supplemental group until you find a candidate to hire.
2. We promise to conduct a replacement recruitment if the selected candidate is terminated or resigns for any reason within 12 months from being hired, Baker Tilly will conduct an additional search for you for no additional professional fee, but only for project-related expenses. An internal candidate selected from the within the Client's organization do not qualify for this guarantee. Except as stated above, Baker Tilly cannot guarantee the success of any candidate or guarantee that he or she shall perform to your expectations, as those things are beyond Baker Tilly's control.
3. Baker Tilly will not solicit the candidate you select for any other position while the candidate is employed by your organization.
4. When Baker Tilly obtains a criminal or credit history report on the candidates, Baker Tilly shall comply with the Fair Credit Reporting Act (the "FCRA") in obtaining the reports. Baker Tilly cannot guarantee the completeness or accuracy of the information in the reports.
5. In identifying and screening candidates, Baker Tilly will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state or local law. Pro-actively, we shall make a good faith effort to include a diverse pool of qualified candidates in our search assignments.

Client's Obligations

1. Client agrees that it is responsible for candidate selections and will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state or local law.

2. If you decide to not hire a candidate as a result of a criminal or credit history report, you agree to comply with the FCRA with regard to any pre- or post-adverse action notices and requirements.
3. Client agrees to respond to drafts of documents and reports in a timely manner. Failure to do so will protract timelines and can negatively influence the outcome of the process. If this letter is in agreement with your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Art Davis
Director AND Project Team Leader
BAKER TILLY VIRCHOW KRAUSE, LLP

CLIENT: CITY OF BELTON, MISSOURI

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

Signature: _____

Alexa Barton, City Manager
City of Belton, Missouri
July 15, 2020

CONTRACTOR: BAKER TILLY VIRCHOW KRAUSE, LLP

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

Signature: _____

Charles A. Rohre, Firm Director
Baker Tilly Virchow Krause, LLP
July 15, 2020

EXHIBIT A
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____
(Company/Individual Name)

DOES NOT CURRENTLY MEET the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if

(Company/Individual Name)
is awarded a contract for the services requested herein under _____
(RFQ Number)

and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____

(Company/Individual Name)
agrees to complete Box B, comply with the requirements stated in Box B and provide the Office of Administration, Division of Facilities Management, Design and Construction with all documentation required in Box B of this exhibit.

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT A, continued

BOX B – CURRENT BUSINESS ENTITY STATUS

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

I certify that _____

(Business Entity Name)

MEETS the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☒ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT A, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____
(Name of Business Entity Authorized Representative)

as _____
(Position/Title)

first being duly sworn on my oath, affirm _____
(Business Entity Name)

is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that

(Business Entity Name)
does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

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

Authorized Representative's Signature Printed Name

Title Date

E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary Date

EXHIBIT A, continued

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

I certify that _____
(Business Entity Name)

MEETS the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division.
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed and notarized within the past twelve months).

Name of **Missouri State Agency or Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Contract Number** for Which Previous E-Verify Documentation Submitted:

(if known)

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY:

Documentation Verification Completed By:

Name

Date