



BOARD OF ALDERMEN

Meeting Agenda

MARCH 30, 2020

6:00 PM 1 GOVERNMENT CTR. BALLWIN, MO 63011

1. *Call to Order*
2. *Roll Call*
3. **Approval of Minutes**
 - a. March 9, 2020 Board of Aldermen Meeting
 - b. March 9, 2020 Finance and Administration Meeting
 - c. March 2, 2020 Board of Aldermen Work Session
4. **Mayor's Report**
 - a. Future Meetings
 - b. Current Operations
5. **City Administrator's Report**
 - a. Yard Waste
 - b. Government Center Parking Lot
 - c. Public Works Equipment Purchase
 - d. Shelter in Place Options
6. **City Attorney's Report**
7. **Aldermanic Comments**
8. Closed Session
9. **Adjourn**

NOTE: Due to ongoing City business, all meeting agendas should be considered tentative. Additional issues may be introduced during the course of the meeting.

CLOSED SESSION: Pursuant to Section 610.022 RSMo., The Board of Aldermen could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss matters relating to litigation, legal actions, and/or communications from the City Attorney, as provided under Section 610.021(1) RSMo., and/or personnel matters under Section 610.021(13) RSMo., and/or employee matters under Section 610.021(3) RSMo., and/or real estate matters under Section 610.021 (2) or other matters as permitted by Chapter 610.



BOARD OF ALDERMEN

Meeting Briefs

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In light of this unprecedented pandemic situation, this meeting will be conducted in compliance with all guidelines for public assembly as well as the provisions of the open meetings law. For starters, only two aldermen will sit on either side of the Mayor. The remaining four need to sit at opposite sides of the two staff tables below. If, for any reason, you do not wish to attend, we can arrange for video conferencing.

One officer will be in the room for security purposes. The City Attorney and I will be posted just outside so we can participate and take notes as needed. Polly will not attend to record the meeting. The public, if any, will be asked to stand in the lobby just outside the Boardroom. Denise and Haley will be in the lobby conference room on standby in case there are questions. No other staff members will be included.

Thank you for your patience and understanding.

City Administrator Bob Kuntz

MINUTES: Enclosed please find the March 9, 2020 Board of Aldermen Meeting minutes, the March 9, 2020 Finance and Administration Committee Meeting minutes and the March 2, 2020 Board of Aldermen Work Session minutes.

CITIZEN COMMENTS

MAYOR'S REPORT

Future Meetings – As you know, Planning & Zoning for April 6 has been cancelled due to lack of agenda items. It is expected that they will meet on May 4 as scheduled. It is proposed that the April 13 Board meeting be cancelled but the April 27 meeting be conducted as scheduled. The City Administrator selection process has been delayed until conditions return to normal. The Board of Adjustment meeting for April 15 has been advertised and we have a quorum, at this point, to consider a variance for Uptown Cheapskate for the sale of merchandise of which more than 25% is used (pre-owned). The Ballwin Days festival is scheduled for June 4-7. We need to make a decision to proceed or cancel before any further contractual commitments are made.

Current Operations – Updates and status briefing will be provided.



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Meeting Briefs

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CITY ADMINISTRATOR'S REPORT

Yard Waste – Republic Services has advised that they are unable to continue to provide this curbside service due to safety concerns for their employees. Rather than totally eliminate this program, it is proposed that dumpsters be provided at locations such as Holloway Park, Vlasis Park, New Ballwin Park and the Pointe for those residents who are willing to deliver their yard waste to one of these sites using the haul away dumpsters that would be provided and emptied on a regular basis. Approval for this temporary measure is requested.

Government Center Parking Lot – As a result of modifications that were required to secure MSD approval, the total project cost increased from \$175,000 (authorized) to \$177,817. A motion to approve and execute the amended contract is requested.

Skidsteer and Attachment Purchases – Public Works is requesting approval to purchase a skid steer and attachments from Fabick Cat using the Sourcewell contract #103894. Sourcewell is a cooperative government agency which allows other governmental agencies to use cooperative purchasing agreements to buy services and products. A motion to approve this purchase is requested.

Shelter in Place Options – In the event of ongoing and potentially more serious conditions in the days and weeks ahead, staff has developed contingency plans for employee compensation and service delivery for Board consideration.

CITY ATTORNEY'S REPORT

ALDERMANIC COMMENTS



DRAFT MINUTES
BOARD OF ALDERMEN
Meeting Minutes

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THE MINUTES ARE PREPARED IN SUMMARY TO REFLECT THE OVERALL DISCUSSIONS, NOT VERBATIM QUOTES.

The meeting was called to order by Mayor Tim Pogue at 7:05 p.m.

ROLL CALL

Present

Mayor Tim Pogue
Alderman Mike Utt
Alderman Michael Finley
Alderman Kevin M. Roach
Alderman Mark Stallmann
Alderman Frank Fleming

Absent

Alderman Jim Leahy

Alderman Ross Bullington
Alderman Raymond Kerlagon
City Administrator Bob Kuntz
City Attorney Robert Jones

The Pledge of Allegiance was recited.

MINUTES

The Minutes from the February 24, 2020, Board of Aldermen meeting were submitted for approval. **A motion was made** by Alderman Fleming and seconded by Alderman Bullington to approve the minutes from the February 24, 2020 Board of Aldermen meeting. A voice vote was taken with a unanimous affirmative result and the motion passed.



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PUBLIC COMMENTS

None

LEGISLATION

Resolution – All Hazard Mitigation Program

A resolution of the City of Ballwin adopting the St. Louis Regional All-Hazard Mitigation Plan 2020-2025.

In discussion of the Resolution:

Alderman Roach asked for some background on the resolution. City Administrator Kuntz stated this is required every five years for future funding; it is non-discretionary and was previously adopted by the Board. Public Works Superintendent Jim Link echoed Mr. Kuntz's statement that this will be required for funding; this is a reasonable hazard mitigation plan and flood model map for Ballwin. Mr. Link stated all cities in St. Louis County are required to have a plan and it is redone every five years. Alderman Fleming asked that more information be provided in the packet for future reviews of this resolution. City Administrator Kuntz stated we will forward a link to the Aldermen, but this resolution is necessary if we want to have federal funding.

A motion was made by Alderman Fleming and seconded by Alderman Bullington to support and sign the resolution. A voice vote was taken with unanimous affirmative result and the motion passed.

CONSENT ITEMS

PUBLIC WORKS – ASPHALT MILLING

Staff recommends awarding the bid for asphalt milling to the low bidder, Pace Construction Company.

Discussion:

None

A motion was made by Alderman Roach and seconded by Alderman Utt to accept staff recommendation and award the bid to Pace Construction Co. A voice vote was taken with unanimous affirmative result and the motion passed.

MAYOR'S REPORT

Nothing to report



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CITY ADMINISTRATOR'S REPORT

Regarding the new police department site, City Administrator Kuntz reported he has reached out to various sources, JEMA and MSD. It was determined both sites would be stand alone and not rolled into the park template for MSD review. JEMA has put together figures for the sites, both best guess and worst case scenarios. MSD would not give figures without a plan in place. There was further discussion of parking issues and officer safety. Alderman Fleming stated he is more in favor of the old government center site for several reasons, including the fact the infrastructure is there and available, we are creating new expenses with items such as retaining walls and redoing the road and unknowns with the bank. Alderman Stallmann stated we have been assured the bank will donate the property and that location offers better security and more means of ingress and egress. MSD and a conceptual review process was discussed.

A motion was made by Alderman Stallmann and seconded by Alderman Bullington to approve the bank site for the new police department building. A voice vote was taken with six affirmative votes and one negative vote and the motion passed.

A motion was made by Alderman Stallmann and seconded by Alderman Bullington to authorize the City Attorney to finalize negotiations and draft legislation to accept the donation of land from the bank.

Mr. Kuntz then asked if the Board wanted to request proposals for professional services for the design phase or negotiate a professional service contract with the existing firm. Mayor Pogue asked if JEMA had included pricing for the next phase; Mr. Kuntz stated they had not. City Attorney Jones explained the request for qualification requirements and that going out for proposals would be the best way.

A motion was made by Alderman Roach and seconded by Alderman Bullington to request proposals for professional services.

STAFF REPORTS

PARKS – North Pointe Furniture

Staff is recommending awarding the 2020 North Pointe Pool Furniture bid to the lowest qualified bidder, Fry & Associates, Inc.

Discussion:

Parks Director Chris Conway stated three proposals were received, with two proposals qualifying.



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A motion was made by Alderman Stallmann and seconded by Alderman Utt to approve staff's recommendation of Fry & Associates, Inc. A voice vote was taken with unanimous affirmative result and the motion passed.

PARKS – BALLWIN DAYS CARNIVAL RIDES

Staff recommends awarding the Ballwin Days Carnival Vendor Ride Contract to PBJ Happee Days Shows for the 2020 Ballwin Days Festival.

Discussion:

Parks Director Chris Conway stated two bids were received; they are both competitive and neither have OSHA violations. It was decided to recommend the company with lower tickets pricing, PBJ Happee Days Shows. Mayor Pogue asked if they have done any local shows; Mr. Conway stated they have done shows for Webster Groves, Washington and Town & Country. Alderman Roach recognized Ballwin Days chairperson, Jim Lieber, was in attendance at the Board meeting and asked for his thoughts; he stated he is in agreement with the recommendation and that other potential bidders could not line up the dates we needed.

A motion was made by Alderman Roach and seconded by Alderman Bullington to award the bid to Happee Days Shows. A voice vote was taken with a unanimous affirmative result and the motion passed.

PUBLIC WORKS – CRACK SEALING

Staff recommends awarding this bid to the low bidder, Sweetens Concrete Services.

Discussion:

Public Works Superintendent Jim Link stated this was advertised in the St. Louis Business Journal and on the City's website; three bids were received. He also found Sweetens had three OSHA violations. Alderman Stallmann asked if Mr. Link knew why there was such a large discrepancy in the bid amounts. Mr. Link stated he had contacted those vendors but they were reluctant to discuss the issue. Alderman Fleming asked if we could ask for more since the bid was at a good price point. City Attorney Jones stated we could award the contract and then ask for extended unit pricing.

A motion was made by Alderman Fleming and seconded by Alderman Roach to award the contract to Sweetens Concrete Services and ask Sweetens for unit pricing not to exceed \$40,000. A voice vote was taken with a unanimous affirmative result and the motion passed.



DRAFT MINUTES
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PUBLIC WORKS – SLABS/SIDEWALKS REPLACEMENT

Staff recommends awarding this bid to the second low bidder, Kelpo Contracting Inc.

Discussion:

Mr. Link stated seven bids were received; he is recommending the second lowest bidder because he could not verify that the low bidder has done work in any other city or on this scale. Mayor Pogue asked if we require references on bid documents; Mr. Link replied we do.

A motion was made by Alderman Roach and seconded by Alderman Stallmann to award the bid to the lowest qualifying bidder, Kelpo Contracting Inc. A voice vote was taken with unanimous affirmative result and the motion passed.

CITY ATTORNEY'S REPORT

Nothing to report

ALDERMANIC COMMENTS

Alderman Fleming stated the Finance Committee met before the Board meeting. It is the committee's recommendation that the street light contract with Tanko be terminated due to a lack of forward progress being made.

A motion was made by Alderman Roach and seconded by Alderman Stallmann to terminate the contract. A voice vote was taken with unanimous affirmative result and the motion passed.

A motion was made by Alderman Fleming to adjourn. The motion was seconded by Alderman Finley. The motion passed by unanimous voice vote. The meeting adjourned at 7:54 pm.

TIM POGUE, MAYOR

ATTEST:

Polly Moore, CITY CLERK



Finance and Administration Committee Meeting Minutes

March 9, 2020

6:00 PM 1 GOVERNMENT CTR. BALLWIN, MO 63011

The Finance and Administration Committee meeting was called to order at 6:05 by Chairman Fleming. Members in attendance included Aldermen Kerlagon, Stallmann and Finley, Mayor Pogue, City Administrator Kuntz, Finance Officer Keller and City Attorney Jones.

The meeting started off with a discussion about residential street lights. City Administrator Kuntz pointed out that we are currently paying Ameren \$558,000/year. The City Attorney added that Tanco has not been successful in finding a legal basis to take over the system. Mr. Kuntz further explained that even if we could get Ameren to sell us the system, the city does not have the funds available for this purpose. Instead, he proposed that we undertake a smaller pilot project to replace some of the Ameren street lights and monitor the cost savings. It was decided to defer taking this action and consider it in light of 2021 budget preparations. Mr. Jones indicated that there was no practical reason to continue with the services of Tanco. A motion was made by Alderman Stallmann and seconded by Alderman Fleming to cancel their contract. All were in agreement.

Finance Officer Keller then reviewed the status of our reserves, investments and the Prop P fund balance. She also provided an overview of all of our restricted funds.

Finally, she briefly mentioned that future revenues would be insufficient to cover the cost of all of the projects listed in our five-year capital plan. Mr. Kuntz added that there would be very few options for revenue enhancements and that we would most definitely need to come back with a borrowing (debt) strategy to fund the new police facility.

The meeting was adjourned at 7:03 following a motion by Alderman Stallmann which was seconded by Alderman Finley.

Submitted by:

Robert Kuntz, City Administrator

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Staff Report

Subject: Parking Lot-Bioswayle Update

Department/Program: Public Works /Support

Recommendation: Staff recommends spending \$177,817.00 in the City-Contractor Agreement.

Explanation: The Board approved the funding of the Parking Lot-Bioswayle not to exceed \$175,000 on 10-28-2019. Since then we have had to get MSD approval for the Bioswayle as it had to be moved and enlarged due the installation of the Parking Lot. The City has already spent approximately \$20,000 on Engineering and Design due to these requirements. Total project cost has risen to \$197,817.00 to date.

Submitted By: Jim Link

Date: 3/14/2020

CITY – CONTRACTOR AGREEMENT

This Agreement, made by and between **FORD ASPHALT COMPANY / WEIS DESIGN GROUP**, hereinafter called the **CONTRACTOR**, and the **CITY OF BALLWIN, MO**, hereinafter called the **CITY**.

Now therefore, **CONTRACTOR** and **CITY**, in consideration of mutual covenants herein set forth, agree as follows:

ARTICLE 1 – CONTRACT PRICE

CITY shall pay **CONTRACTOR** in current funds, for completion of the Work designated in Article 2 in accordance with the Contract Documents, an amount equal to the sum, or percentage thereof, of the established lump sum price for the work sufficiently completed and identified in the Contractor's Pay Request(s), as indicated herein, for total amount of:

**ONE HUNDRED SEVENTY SEVEN THOUSAND, EIGHT HUNDRED SEVENTEEN
DOLLARS AND ZERO CENTS**

Total Lump Sum	177,817.00
Price	\$

ALTERNATE BID ITEM – PERFORMANCE & PAYMENT BOND \$ 1,950.00

(If required by City of Ballwin, Contractor shall provide bonding and shall **add** this amount to the total lump sum price shown above.)

ARTICLE 2 – SCOPE OF THE WORK

The proposed work includes the furnishing of materials, tools, equipment and labor necessary to construct **VLASIS PARK PARKING LOT EXTENSION & BIO-RETENTION SWALE**.

The proposed work, includes the furnishing of materials, tools, equipment, and labor necessary for approximately 967 CY of compacted fill earthwork, 840 SY of asphaltic concrete pavement, 365 lineal feet of concrete curb and gutter, construction materials testing, parking stall striping, 122 SY of Bio-Retention Swale (BMP) with plantings and under-drain system, associated stormwater and siltation control devices, and construction engineering/supervision/observations/administration/coordination with MSD. The work also includes the seeding, fertilizing and straw application on all disturbed lawn areas, all in accordance with the plans and specifications, and other items identified in the contract documents. The contract work includes as an "Alternate Bid item" (if deemed necessary by the City of Ballwin), the additional price for the Contractor's Performance Bond and his Payment Bond.

ARTICLE 3 - ADDENDA

The following addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum Price: NONE

ARTICLE 4 – TIME OF COMPLETION

The **CONTRACTOR** shall commence the Work within seven (7) days after receiving the written Notice to Proceed from the City. The project shall be fully complete under this contract within **90 CALENDAR DAYS** (weather permitting) as outlined in the Contract Documents. Project completion shall be defined as 100% completion of all items of the project including correction of deficiencies.

ARTICLE 5 – LUMP SUM PRICE

The **CITY** shall pay the **CONTRACTOR** for all work done on the basis of final computations for all work acceptably completed according to this Contract, at the lump sum price shown hereon for the completion of the required work.

during the construction period, and shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work, and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

ARTICLE 11 – SAFETY

The CITY and the CONTRACTOR may have personnel on the project site from time to time. All information and/or instructions shall be requested in writing from the CONTRACTOR and responded to in writing. No opinion or instructions will be given to the CONTRACTOR on safety.

The CONTRACTOR shall be solely responsible for the safety on and around the project site including shoring, ladders, drop cords, scaffolding, barricades, construction means, methods, techniques, sequences and procedures.

ARTICLE 12 – TERMINATION BY CITY OR CONTRACTOR

Refer to Division 100; Section 108 of the current MoDOT Standard Specifications.

ARTICLE 13 – EQUAL EMPLOYMENT OPPORTUNITY

1. The CONTRACTOR, or any SUBCONTRACTOR, shall not discriminate against any employee or applicants for employment because of race, color, creed, sex, religion, or national origin in the performance of this Work and shall comply with all applicable federal, state, and local ordinances regulations as regards Equal Opportunity Employment.
2. The CONTRACTOR shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964, as the same has been amended from time to time. In all solicitations either by competitive bidding or negotiations made by the CONTRACTOR for Work to be performed under a sub-contract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the CONTRACTOR's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, religion, sex national origin, or disability.
3. The CONTRACTOR will take action to ensure that applicants are employed, and that applicants are treated during employment without regard to race, color, religion, sex, national origin or disability. Such action shall include, but not limited to, employment, upgrading, transfer, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post notices pertaining the foregoing in conspicuous places available to employees and applicants for employment.
4. The CONTRACTOR will, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, or disability.
5. In the event that any, or all, of these provisions of the foregoing paragraphs conflict with the federal, state, or local laws, ordinances, or regulations, then the requirements of said laws, ordinances, and regulations shall prevail. Compliance with the foregoing provisions shall not relieve the CONTRACTOR from adhering to any and all other additional requirements regarding equal employment or non-discrimination set forth in such federal, state or local laws, ordinances, or regulations.

ARTICLE 14 – CHANGES OF VENUE

1. The parties of the Agreement agree that venue shall lie exclusively in the Circuit Court of St. Louis County, State of Missouri, in the event of any litigation between them with regards to the matters encompassed by the Agreement.



Staff Report

Subject: Skidsteer and Attachment Purchases

Department/Program: Public Works/Pavement

Recommendation: Staff recommends we purchase a Skid steer, Cold Planer, Bucket, Point Breaker and Sweeper attachments from Fabick Cat using the Sourcewell contract #103894 for a total cost of \$76,372.30

Explanation: In the 2020 Budget, we have the following budgeted:

\$22,000- 40" Planer

\$5,000-Concrete point breaker

\$3500-Sweeper attachment

\$47,500-Skidsteer

Total Budget is \$78,000.

Sourcewell is a service cooperative government agency created by the Minnesota legislature as a local unit of government. Other Government agencies in the United States can use their cooperative purchasing agreements to buy services and products.

Submitted By: Jim Link

Date: 3-16-2020



SALES AGREEMENT

DATE Mar 03, 2020

One Fabick Drive, Fenton, MO 63026 Phone:1-800-845-9188

Visit our website: www.fabickcat.com

PURCHASER CITY OF BALLWIN		<SAME>	
STREET ADDRESS 1 GOVERNMENT CTR		S	
CITY/STATE BALLWIN, MO		H	
COUNTY SAINT LOUIS		I	
POSTAL CODE 63011		P	
PHONE NO. 636-227-9000		T	
EQUIPMENT Chuck Loyd		O	
PRODUCT SUPPORT Chuck Loyd		F.O.B. AT: Fenton	
INDUSTRY CODE: RESIDENTIAL SITE DEVELOPMENT GC (241A)		PRINCIPAL WORK CODE: GOVERNMENTAL (A30)	
CUSTOMER NUMBER 1159330		Sales Tax Exemption # (if applicable) 12486582	
CUSTOMER PO NUMBER			
PAYMENT TERMS: NET PAYMENT ON RECEIPT OF INVOICE ☐ NET ON DELIVERY ☐ FINANCIAL SERVICES ☐ ISC ☐ LEASE ☐			
Cash With Order \$0.00		Balance To Finance \$0.00	
Contract Interest Rate 0.00		Payment Period	
		Number Of Payments	
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR INC.		MODEL: 272D C3H3	
YEAR: 2019		NEW ☒ USED ☐	
STOCK NUMBER: 106753		SERIAL NUMBER: 0BL201417	
SMU: 37			
272D2 SKID STEER LOADER		435-8972 SEAT BELT, 2 IN.	
258-4095		BRACKET, LINES, SSL, MD-LG	
532-9240			
LANE 2 ORDER		0P-9002 TIRES, 12/16.5 CAT 10PR	
345-5498		BROOM, UTILITY, BU116, BOCE	
493-2259			
INSTRUCTIONS, ANSI, USA		435-8840 FAN, COOLING, DEMAND	
457-3167			
CONVERSION ARRANGEMENT		421-0340 SERIALIZED TECHNICAL MEDIA KIT	
421-8926			
PACKAGE, PERFORMANCE, (H3)		435-8909 QUICK COUPLER, HYDRAULIC	
515-8592			
FILM, SELF LEVEL, ANSI		435-9238 LIGHTS, HALOGEN	
495-1672			
CONTROL, ISO, PROP, WT		485-0417 HEATER, ENGINE COOLANT, 120V	
345-3556			
TWO SPEED		435-8943 CERTIFICATION ARR, P65	
563-1163			
ROPS, ENCLOSED WITH A/C (C3)		435-9153 PRODUCT LINK, CELLULAR PL240	
441-4818			
SEAT, AIR SUSPENSION, CLOTH, HEAT		345-6359 PACK, DOMESTIC TRUCK	
0P-0210			
DOOR, CAB, POLYCARBONATE		345-6260 ENGINE	
416-6069			
RADIO, AM/FM, BLUETOOTH		345-6190 COLD PLANER, PC310	
529-5820			
DISPLAY, ADVANCED, LCD, CAMERA		465-3705 BUCKET-GP, 80", BOCE	
279-5377			
BATTERY, XTRA HVY DUTY, DISC		441-4810 HAMMER, B6	
532-9106			
TRADE-IN EQUIPMENT			
MODEL: 345D - BOBCAT (B6)		YEAR: 2011 SN: A1HV14307	
SELL PRICE		\$93,372.30	
PAYOUT TO:		AMOUNT: PAID BY:	
LESS GROSS TRADE ALLOWANCE		(\$17,000.00)	
MODEL:		YEAR: SN:	
NET BALANCE DUE		\$76,372.30	
PAYOUT TO:		AMOUNT: PAID BY:	
SALES TAX (0%)		\$0.00	
MODEL:		YEAR: SN:	
AFTER TAX BALANCE		\$76,372.30	
PAYOUT TO:		AMOUNT: PAID BY:	
MODEL:		YEAR: SN:	
PAYOUT TO:		AMOUNT: PAID BY:	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			
☒ CATERPILLAR EQUIPMENT WARRANTY		INITIAL	
The customer acknowledges that he has received a copy of the Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.		Payment Terms and Conditions:	
Warranty applicable including expiration date where necessary: 24 Month or 2000 Hours, Premier		Sourcewell ID # 103894	
CSA:			
NOTES: Sourcewell ID # 103894			

NO AGREEMENTS OTHER THAN THOSE EITHER PRINTED OR WRITTEN ON THIS ORDER ARE BINDING ON EITHER PARTY OF THIS CONTRACT. This order is subject to the terms and conditions set forth on both front and reverse sides including the applicable manufacturer's warranty. In the event this machine is equipment with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and for its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operation data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

ORDER RECEIVED BY Craig Harris REPRESENTATIVE CITY OF BALLWIN PURCHASER PURCHASER

BY SIGNATURE

TITLE