



**CITY OF BELTON
CITY COUNCIL
WORK SESSION AND SPECIAL MEETING
TUESDAY, DECEMBER 5, 2017 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
 - A. Overview of High Blue Wellness employee benefit
 - B. Council discussion of future allocations and budgetary needs
 - C. Discussion of Waste Water Treatment Facility painting ordinance
Page 4
 - D. Discussion of Solid Waste ordinance changes
Page 7
 - E. Other Business
- III. ADJOURN WORK SESSION
- IV. CALL SPECIAL MEETING TO ORDER
- V. ROLL CALL
- VI. 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 Resolution R2017-55:
A resolution approving the purchase of additional technical phone system support services for repairs and maintenance for the Belton Police Department from Acatel-Lucent through Dice Communications in the amount of \$5,770.40.

This item is within budget.

VII. ORDINANCES

- A. Motion approving final reading of Bill No. 2017-96:
An ordinance authorizing and approving a minor construction service agreement with Performance Contracting of Kansas, Inc. for the painting of the operations building of the Belton wastewater treatment facility in a not-to-exceed amount of \$11,813.00.
- B. Motion approving final reading of Bill No. 2017-98:
An ordinance of the City of Belton, Missouri, calling for and establishing the date of the general city election for municipal officers to be held on April 3, 2018.
- C. Motion approving first reading of Bill No. 2017-101:
An ordinance amending Chapter 36 – subdivision regulations, section 36-35 (a) (3), section 36-35 (b) (10) and section 36-36 (b) of the Unified Development Code to consolidate and revise the regulations on final plat submissions and professional land surveyor duties, to be consistent with Missouri Revised Statute RSMo 327.272.

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VIII. RESOLUTIONS

- A. Motion approving Resolution R2017-56:
A resolution approving task agreement #2017-3 with Pyramid Excavation and Construction, Inc. to make emergency public storm pipe repairs on Markey Road east of Bales Road in the amount of \$21,182.00 with a 20% contingency totaling \$25,418.40.

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IX. ADJOURN

SECTION II

C

ARTICLE 4 – COMPENSATION

For CITY services performed by CONTRACTOR, the CITY shall pay the CONTRACTOR, an amount not to exceed eleven thousand eight hundred and thirteen and NO/100 DOLLARS (\$ 11,813.00) "for preparation and painting" for the Operations Building of the BWWTf.

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

Monthly invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed during the preceding month. The CITY PAYMENT TERMS ARE NET THIRTY (30) days from the receipt of a complete invoice with supporting materials. Inadequate documentation to support the charges shall be remedied by CONTRACTOR within ten (10) days, and CITY shall make payment within thirty (30) days from its receipt of remedial payment of any invoice. No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

ARTICLE 5 – PERMITS AND LICENSES

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

ARTICLE 6 – CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT

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

ARTICLE 7 – LIABILITY AND INDEMNIFICATION

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

ATTACHMENT A

Revised
draft
11/20/2017

AMENDMENT TO MINOR CONSTRUCTION SERVICE AGREEMENT
BETWEEN
CITY OF BELTON, MISSOURI
AND
PERFORMANCE CONTRACTING, INC dba
PERFORMANCE CONTRACTING of KANSAS, INC.

This attachment constitutes an amendment to that certain Agreement (the "Minor Construction Service Agreement") by and between CITY OF BELTON, MISSOURI (the "City") and PERFORMANCE CONTRACTING, INC dba PERFORMANCE CONTRACTING of KANSAS, INC. (the "Contractor") for work to be performed with respect to such projects as may, from time to time, be pending between City and Contractor. Notwithstanding any language in the contract documents to the contrary, the provisions of this Amendment shall be controlling in the event of any discrepancies, inconsistencies or ambiguities between this Amendment and any other contract document. References in this Amendment to specific sections in the Agreement are by way of illustration and not intended to limit the applicability of provisions contained herein.

I. Delete and Replace Article 7 with the following language:

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

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

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed this ____ day of _____, 2017.

CITY:
CITY OF BELTON, MISSOURI

CONTRACTOR:
PERFORMANCE CONTRACTING, INC dba
PERFORMANCE CONTRACTING of KANSAS,
INC.

By: _____

By: _____

Title: _____

Title: _____

SECTION II

D

DRAFT

**BELTON CODE OF ORDINANCES
CHAPTER 11 – HEALTH AND SANITATION, ARTICLE IV – SOLID WASTE
REVISION AND REPLACEMENT IN ITS ENTIRETY**

**SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE REGULATIONS
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SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE REGULATIONS PURPOSE

HEALTH AND SAFETY

The City of Belton strives to promote a clean, healthy and safe community with effective and efficient management of solid waste, recyclable materials and yard waste as an important component of community health. The Missouri Department of Natural Resources has regulations and promotes programs to ensure solid waste is managed in such a way that protects both public health and the environment in Missouri. One of the primary goals of Missouri's and Belton's solid waste management program is to increase material reuse and recycling from all solid waste sources, residential and commercial, in order to reduce disposal of trash in landfills and illegal dumping. The scope of the Belton's solid waste, recyclable materials and yard waste regulations and programs covers residential and commercial solid waste within the jurisdictional limits of the City of Belton, Missouri.

CENTRALIZED RESIDENTIAL TRASH COLLECTION

After experiencing problems with illegal dumping, trash collection problems causing public nuisances, lack of focus on recycling, wide disparity in trash collection costs and overburden of city infrastructure from multiple haulers, the City Council studied the benefits of a centralized residential trash collection program. The Council believes that the centralization and standardization of the collection of residential solid waste, including household trash, recyclable materials, yard waste and Christmas trees, will assist in: a) eliminating duplicate services, b) reducing large truck traffic and associated wear and tear on residential streets, c) promoting uniformly high quality practices and operating standards, d) encouraging recycling, e) encouraging compliance by all trash producers and f) reducing costs to the community for trash service.

SPECIAL SOLID WASTE MANAGEMENT PROGRAMS AND RESTRICTIONS

In addition to the collection of solid waste, recyclable materials and yard waste, the city promotes the proper management of bulky waste, old/scrap tires, batteries, household hazardous waste, electronic waste and infectious/medical waste.

SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE REGULATIONS DEFINITIONS

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Agriculture waste means solid waste that is generated by the rearing or harvesting of animals, or the producing or harvesting of crops or trees; also classified as "Commercial Waste".

Approved incinerator means an incinerator which complies with all current regulations of the city and state air pollution control agencies.

Ashes means residue resulting from the combustion of coal, wood, coke or other combustible materials, including residue from incineration of solid wastes.

Authorized agent means the director of public works or a person designated by the director of public works.

Automated collection route means the route for which the authorized agent or an authorized hauler deems suitable to use an automated collection truck.

Banned/Exempt Waste means materials banned from disposal in a solid waste disposal area under the provisions of the state statutes, and currently includes Ash, Biological Waste, Biomedical Waste, Construction and Demolition Debris, Contaminated Waste, Hazardous Waste, Industrial Waste, Sludge, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil and tires, those wastes under the control of the Nuclear Regulatory Commission, and those other materials whose size, weight, or both are in excess of that allowed for Bulk Waste as defined herein.

Battery or lead-acid battery means a battery designed to contain lead and sulfuric acid with a nominal voltage of at least six volts and of the type intended for use in motor vehicles and watercraft.

Biomedical Waste means waste generated from biological and medical sources and activities, such as the diagnosis, prevention, or treatment of diseases; including but not limited to any material that contains or has been contaminated by biohazardous agents, petri dishes, surgical wraps, culture tubes, syringes, needles, blood vials, absorbent material, personal protective equipment and pipette tips.

BULK WASTE???

Bulk Waste Curbside means those wastes that may require special handling and management including, but not limited to: white goods, furniture and other similar items including materials resulting from minor home repairs. Bulk Waste Curbside does not include items herein defined

as Garbage, Contractor-Generated Waste, or Banned/Exempt Waste. Compacting of bulk waste containing refrigerants or other potentially harmful fluids or gases is prohibited

Bulk Waste Community Clean-up Event means those wastes that may require special handling and management including, but not limited to: white goods, brown goods, equipment, furniture, tires (no more than 2 per household), and other similar items including materials resulting from minor home repairs. Bulk Waste Community Clean-up does not include items herein defined as Garbage, Contractor-Generated Waste, or Banned/Exempt Waste. Compacting of Bulk Waste Community Clean-up containing refrigerants or other potentially harmful fluids or gases is prohibited.

Business waste, see "Commercial Waste".

Cart means plastic trash receptacle with a capacity of less than 100 gallons, on wheels, intended to be mechanically dumped into a garbage truck.

Collection means the process whereby solid waste, yard waste, and recyclable materials are removed and transported to the appropriate Designated Disposal Facility. Collection shall exclude the process of picking up, transporting, and dropping off banned/exempt waste.

Collection route means the route an authorized hauler follows to collect municipal solid waste and source-separated recyclable materials from customers.

Commercial Dumpster means varying appropriately sized receptacles for storage of commercial solid waste.

Commercial Entity references waste from multi-family dwelling units greater than 4 units as well as all retail, professional, wholesale, institutional, lodging, and industrial facilities, and any other commercial enterprises, offering goods or services to the public located in the Service Area.

Commercial Waste consists of waste from agricultural, business, industrial premises used mainly for the purposes of a trade or business, or for the purpose of sport, recreation, education or entertainment, but excluding household waste from a residential/dwelling unit.

Community Cleanup Event means an event hosted and managed by an association/organization for municipal solid waste and recyclable collection for white goods, brown goods, and where no household hazardous waste is accepted.

Composting means a controlled process of microbial degradation of organic material into a stable, nuisance-free humus-like product.

Construction/Demolition Debris (CDD) means solid waste generated during construction, remodeling, repair, or demolition of pavements, houses, commercial buildings or any other

structures. CDD includes, but is not limited to: lumber; wire; sheetrock; brick; shingles; glass; pipes; concrete; paving materials; metals; and plastics.

Contaminated materials means any improperly prepared recyclables (i.e. unwashed, uncleaned or uncompressed) or any commingling of recyclable materials, solid waste, yard waste or banned/exempt materials.

Container means a receptacle other than a cart which is used for storing solid waste, recyclable materials or yard waste .

Designated Disposal Site means a facility designated for solid waste in a licensed landfill per Department of Natural Resources regulations.

Dwelling unit means one or more rooms constituting all or part of a building and that are arranged, designed, or used exclusively as a single housekeeping unit for one family, and that may include cooking, living, sanitation, and sleeping facilities. (Per 34-145 of UDC)

Excluded Residential Dwelling Units means any multi-family dwelling units greater than 4 units, as well as residential dwelling units within a community that has private streets, private street lights, total maintenance provided including street maintenance, cleaning, snow removal, yard maintenance, home exterior maintenance including painting and roof replacement, and sidewalk snow removal.

Garbage means putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food.

Hardship means residents who have been determined by their doctor, and provided appropriate medical documentation, certifying the household is physically unable to transfer cart to curb line. Accordingly, once hardship is approved, the Hauler shall provide house line service where customer has placed solid waste, recyclable materials, and yard waste at front of house. Note: Carts shall be returned to the original point of placement in front of the hardship customer's residence – where it is the responsibility of residence to store appropriately in accordance with the City's code of ordinances.

Hauler means the business entity that has the legal duty to ensure compliance with City regulations to collect, transport and dispose of municipal solid waste, recycling and yard waste.

Hazardous waste means any waste or combination of wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics, may pose a threat to the health of humans or the environment. Examples include pesticides, acids, caustics, infectious wastes, flammable or explosive materials, oils and solvents, and similar chemicals and materials, and the containers and materials that have been contaminated with hazardous waste.

Household hazardous waste means hazardous waste in small amounts as determined by regulations of the state department of natural resources setting the maximum amount of various substances. Commonly, household hazardous waste is generated by residents at their home, which may require special handling and management including, but not limited to: paint, cleaners, lawn and garden products, automotive fluids, bug sprays, fluorescent lights, medications and other chemical products.

Industrial waste, see “Commercial waste”.

Institutional waste, see “Commercial waste”.

Institutional Places means Cemeteries, Community Centers, Convalescent Homes, Hospitals, Libraries, Museums, Fine Art Centers, Religious Institutions, Senior Centers, Social Services, Schools and similar community services.

Major appliances commonly referred to as white goods, means clothes washers and dryers, water heaters, trash compactors, dishwashers, microwave ovens, conventional ovens, ranges, stoves, woodstoves, air conditioners, refrigerators and freezers.

Municipal solid waste means garbage, refuse and other discarded materials consisting of everyday items that are discarded by the public.

Occupant means any person who alone, jointly, or severally with others, shall be in actual possession of any dwelling unit or of any other improved real property, either as owner or as a tenant required to utilize specified hauler for waste services.

Processing means incinerating, composting, baling, shredding, salvaging, compacting and other processes whereby solid waste, recyclable materials or yard waste characteristics are modified or quantity is reduced.

Rear loaded collection route means the route for which the authorized agent or an authorized hauler deems suitable to use a rear loaded collection truck.

Recovered materials means those materials which have been diverted or removed from the solid waste stream for sale, use, reuse or recycling, whether or not they require subsequent separation and processing.

Recyclable materials processing site means a facility designated for recyclable materials in a recycling process facility.

Recycling means the separation of reusable materials which might otherwise be disposed of as solid waste in accordance with the guidelines of the designated provider of services.

Residential/Dwelling Unit means any single home, two family unit, four family unit, all condominiums/town homes up to four (4) units per building, and all apartment complexes up to four (4) units per building serviced with individual containers.

Resource recovery means a process by which recyclable and recoverable material is removed from the waste stream to the greatest extent possible for reuse or remanufacture.

Sanitary landfill means a solid waste disposal area which accepts commercial and residential solid waste and is designed to prevent either pollution of the environment or the creation of health hazards.

Solid waste disposal area means any area used for the disposal of solid waste from more than one identical premise, or one or more commercial, industrial, manufacturing, recreational, or governmental operations.

Solid waste management means the entire solid waste system of storage, collection, transportation, processing and disposal.

Solid waste processing facility or processing facility means:

1. An incinerator which operates with or without energy recovery;
2. A municipal solid waste composting plant or co-composting plant;
3. A transfer station; or
4. Any other facility where solid wastes are consolidated, temporarily stored or salvaged, and processed prior to being transported to a final disposal or resale site.

Sludge means thick, soft, wet mud or a similar viscous mixture of liquid and solid components, especially the product of an industrial or refining process; like dirty oil, mud, muck, silt, etc.

Special Item Pick-up means large household items or special roll-off service independent of services provided via services contracted with the City, which require special pick-up outside the timeframe of scheduled curbside pick-up where occupant schedules pick-up directly with Hauler. Residents/Occupants will be direct billed independently for this service by Hauler.

Storage means keeping, maintaining or storing solid waste, recyclable materials, yard waste from the time of its production until the time of its collection.

Transportation means the transporting of solid waste, recyclable materials, yard waste from the place of collection or processing to a processing facility or disposal area.

Waste tire means a tire that is no longer suitable for its original intended purpose because of wear, damage or defect.

Yard waste means leaves, grass clippings, shrub prunings, small tree limbs, weeds, yard and garden vegetation. The term does not include stumps, roots or shrubs with intact root balls.

**SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE REGULATIONS
STORAGE, CARTS AND DUMPSTERS**

GENERAL

- (1) All persons owning or occupying any dwelling unit, or any institutional, commercial, agricultural, or business establishment within the corporate limits of the city shall store or, in the case of a tenant-occupied structure, ensure the storage of all solid waste, recyclable materials and yard waste and keep the surrounding area in a clean, neat, and sanitary condition at all times prior to collection.
- (2) Storage and screening of containers and dumpsters. All containers shall be stored no closer to the public streets than the front of the building line; for corner lots all containers shall be stored no closer to the public streets than the front and side building line of the main building of any premises. No container shall be stored in front of the main building.

RESIDENTIAL

- (1) Solid waste shall be stored in a standard cart provided by the City or Contractor/Hauler. The City or Contractor/Hauler shall supply one solid waste cart per residential unit. The cart must be completely filled, before any allowance is given for collection of solid waste outside the cart. If a residence has more solid waste than can fit into the standard cart, non-putrescible items may be placed in plastic bags or placed in compact, neatly stacked or stored piles next to the solid waste cart.
- (2) Recyclable materials shall be stored in a standard cart (usually with a different color lid) supplied by the City or Contractor/Hauler. The City or Contractor/Hauler shall supply one recycle cart per residential unit. The cart must be completely filled before any allowance is given for collection of recyclable materials outside the cart. If a residential unit has more recyclable materials than can fit into the standard cart, additional items may be placed in plastic bags or placed in compact, neatly stacked or stored piles next to the recycle cart.
- (3) Owners shall use the carts that are provided by the City or the Contractor/Hauler for storage of solid waste and recyclable materials to prevent overflow or obnoxious odor between times of collection and maintain the premises in accordance with the provisions of this Chapter.
- (4) Solid waste, recyclable materials and yard waste shall be segregated as prescribed by the authorized agent.
- (5) The City or Contractor/Hauler provided carts are the property of the City or Contractor/Hauler and shall not be removed from the property to which provided.

- (6) Property owners or occupants shall keep carts clean and if in need of repair due to normal wear and tear, shall report to the authorized agent for replacement. Property owners or occupants are responsible to buy a replacement cart for any damages other than normal wear and tear.
- (7) There is no limit to the amount of solid waste or recyclable materials collected; however, residents are required to fill the carts prior to storing materials outside the cart except in cases where a single item will not fit in the cart.
- (8) No single solid waste or recyclable item shall weigh in excess of 50 pounds.
- (9) Yard waste shall be stored in biodegradable paper bags supplied by the resident and, where applicable, bundled with twine or rope.

COMMERCIAL

- (1) Commercial dumpsters used by commercial entities shall be durable, metal, rust-resistant, nonabsorbent, leak-proof, watertight and easily washable containers, which shall have tight-fitting covers which shall remain closed except when depositing waste therein or removing the contents thereof. The containers shall have adequate handles or bails to facilitate collection. These commercial dumpster regulations apply to both municipal solid waste and recyclable materials.
- (2) Commercial dumpsters which are visible from any adjacent applicable public street in a residentially zoned area shall be screened from view (100 percent opacity), up to a maximum of 500 feet away with an enclosure of a minimum of six foot height. Such screens and enclosures shall be treated as integral elements of the building's appearance and shall be designed and constructed as such.
- (3) The container (dumpster) enclosure shall be constructed at the expense of the property owner and shall be placed so as not to constitute a nuisance to adjacent properties according to the standards in the Unified Development Code – Landscaping and Screening, Section 22-9.
- (4) If a commercial entity chooses not to utilize a commercial dumpster, then a maximum of four exterior containers, each up to 100 gallon capacity, shall be allowed in the rear of the establishment. All requirements herein stated for commercial dumpsters apply to the exterior containers.
- (5) All container openings (lids) shall remain closed at all times, except when depositing waste therein or removing the contents thereof.

- (6) The owners of all shopping centers or commercial establishments within the limits of the City are required to provide adequate waste receptacles/containers for customer/public use. Said containers shall be emptied and maintained by the commercial entity according to the City codes to prevent unsafe and unsanitary conditions.
- (7) Service gates for each commercial dumpster screening enclosure shall be closed at all times except when removing the contents thereof.
- (8) All grounds and areas near commercial dumpsters shall be kept clear of debris and clean at all times.
- (9) All new construction or redevelopment of over twenty-five (25%) percent of the structure shall be required to place the commercial dumpsters and surrounding enclosure on a fully paved surface. All commercial dumpsters and surrounding enclosures shall be well drained, fully accessible to collection equipment, public health personnel and fire inspection personnel.
- (10) If the commercial entity has routine, excessive trash, recyclable materials and/or debris as determined by the authorized agent, then the entity may be required to provide more than one pickup service per week or obtain a larger or additional dumpster.

TEMPORARY CONTAINERS/ RECEPTACLES (RENTAL DUMPSTERS)

Temporary containers/receptacles are located and permitted under conditions set forth in the Unified Development Code -Temporary uses, Section 38-9.

SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE REGULATIONS COLLECTION

GENERAL

- (1) In order to promote the safety, health and welfare of the citizens of the city and to prevent littering, vermin infestation, decay, disease, putrid or obnoxious odors and other unsanitary or unwelcome conditions, all residents shall ensure the regular collection of solid waste, recycling and yard waste from their property.
- (2) Properties with no occupancy and no water service are exempt from solid waste, recyclable materials and yard waste collection and service charges.
- (3) The City of Belton may provide for the collection of all residential solid waste, recyclable materials and/or yard waste in the City, provided however, that the City may provide the collection service by contracting with a person, County, or other City or a combination thereof, for the entire City or portions thereof, as deemed to be in the best interests of the City.
- (4) The City may, at its discretion, provide commercial solid waste, recyclable materials and/or yard waste collection services upon specific application of the owners or persons in charge thereof. However, in the event that such application is not made or approved, it shall be the duty of such establishments to provide for collection of all solid waste produced upon any such premises. Commercial establishments are encouraged to engage in recyclable materials and yard waste collection as applicable.
- (5) No person or business entity shall engage in the business of collecting solid waste, recyclable materials or yard waste without having first obtained a business license as provided in Chapter 6 of the Code of Ordinances.
- (6) Haulers shall be responsible for the collection of solid waste, recyclable materials and yard waste from the point of collection to the transportation vehicle, provided the materials were stored and placed in compliance with this Chapter. Any spillage or blowing litter caused as a result of the duties of the hauler shall be collected and placed in the transportation vehicle by the hauler.
- (7) All solid waste, recyclable materials and yard waste collected shall, upon being loaded into collection equipment, become the property of the Contractor/Hauler.
- (8) The owner or occupant of any premises where waste is generated shall separate banned/exempt materials from all other solid waste, recyclable materials or yard waste and shall be personally responsible for making separate provisions for disposal of these materials either through a city-licensed hauler or a state-approved processing facility.
- (9) Special handling provisions for paint, batteries and medications:

- a. Latex vs. oil based paint
 - b. Rechargeable battery vs. lead acid battery vs. alkaline battery
 - c. Medications
- (10) If banned/exempt materials are collected, the Hauler must make provisions for lawful disposition of same at the sole cost of the Hauler and provide proof of such lawful disposition to the authorized agent.
- (11) All Haulers operating under contract with the City, commercial entity or an individual, are hereby authorized to enter upon private property for the purpose of collecting solid waste, recyclable materials and yard waste thereon as required by this Chapter. Haulers shall not enter dwelling units or other residential buildings for the purpose of collecting residential solid waste, recyclable materials and yard waste. Commercial solid waste may be removed from within commercial establishments upon request of the owner or operator.
- (12) Haulers shall notify residents and the authorized agent of any item(s) not picked up on their collection day that are determined to be a potential contaminant. Examples of such contamination for solid waste include unacceptable materials or household hazardous waste and for recyclable materials may include materials not allowed in the recycling stream. Contamination may also include the presence of materials which render the recyclables hazardous or not marketable such as broken glass or the presence of any of the banned materials.
- (13) Community Cleanup Events. The City and Contractor/Hauler may provide pre-scheduled curbside collection or a drop-off location of items originating in Belton from residential dwellings normally falling under the category of special collections. The City, at its discretion, may also provide pre-scheduled curbside collection or a drop-off location of items from commercial properties with a Belton address falling under the category of special collections.

RESIDENTIAL

- (1) Curbside collection of municipal solid waste and recyclable materials shall be collected once a week, on a pre-scheduled and designated day, from all residential dwellings.
- (2) Yard waste shall be collected once a week, on a pre-scheduled and designated day, between March 1st and December 31st on the regularly scheduled collection day.
- (3) Yard waste collection shall be unlimited, as long as it can be verified that the yard waste originates only from the resident's property from which it is collected. Yard waste must be separated from municipal solid waste and recyclable materials. Yard waste may be placed in biodegradable yard waste paper bags that do not exceed 50 pounds or bundled, as appropriate. If items are bundled, the bundles cannot exceed three foot in length and 18" in diameter, must be tied up with twine and must not exceed 50 pounds.

- (4) Christmas trees shall be collected once a week during the month of January on the regularly scheduled collection day. Christmas trees must be cut in half if the length is greater than eight (8) feet and all decorations removed.
- (5) Collection days are determined by the City and if needed may be changed to maintain compliance with this Chapter.
- (6) All solid waste, recyclable materials and yard waste shall be placed for collection not earlier than 12 hours prior to the scheduled collection day and no later than 7:00 a.m. of the scheduled collection day. All carts must be removed by 7:00 a.m. of the day following collection day.
- (7) It shall be unlawful to place solid waste, recyclable materials or yard waste for collection at a time outside the time period for a scheduled collection or in accordance with the special collections requirements.
- (8) All solid waste, recyclable materials and yard waste shall be placed as follows:
 - a. At curbside or edge of driveway, facing the street or alley, in a location easily accessible by a collection truck;
 - b. Not blocking the flow of traffic;
 - c. Not placed on sidewalks; and
 - d. Not interfering with the line-of-sight for traffic.
- (9) Reasonable Accommodations Collection (Hardship Cases): The authorized agent may grant an exception to the curbside placement requirement in this section in the case of physical limitations of the resident. If the authorized agent grants an exception, the resident shall place all approved solid waste, recyclable materials and yard waste at the front or side corner of the main structure, as set out in the written exception.
- (10) Items set out for collection during a special item pickup shall meet the following requirements:
 - a. For applicable appliances, the resident is responsible for ensuring that all doors or similarly dangerous enclosures are removed from all appliances prior to placement at the curb; and
 - b. If the item is scavenged prior to pick up, the resident will not be charged.

COMMERCIAL

- (1) All commercial entities and their private contractor/hauler are encouraged to engage in recycling collection services in addition to solid waste collection.
- (2) Commercial contractors/haulers must adhere to all federal, state and local regulations for such services.

SERVICE CHARGE/BILLING

A service charge may be imposed for the collection and disposal of solid waste, recyclable materials and yard waste for residential dwelling units. Said residential services include weekly collection of solid waste, recyclable materials, and yard waste, as well as curbside bulky pick-up (2x/year: dates to be specified). Beginning January 1, 2018, the cost for residential basic service is \$12.41 per month.

The service charge for residential solid waste, recyclable materials and yard waste is billed through the City's water and sewer utility billing process except for any resident who does not have a water and/or sewer account. A "trash bill" shall be billed separately on a monthly basis. Rates for services will be set, at a minimum, on an annual basis by the City Council.

Outside the curbside bulky pick-up dates, residents should contact the designated hauler directly to schedule additional special item pickup services; i.e. bulky item or white good pickup; the hauler will bill residents directly for this service.

Delinquent accounts. All unpaid service charges shall become delinquent twenty (20) days following the date of the assessment and will incur a ten (10%) percent penalty per month on any outstanding balance.

**SOLID WASTE, RECYCABLE MATERIALS AND YARD WASTE REGULATIONS
TRANSPORTATION AND DISPOSAL**

GENERAL

- 1) It shall be unlawful for any person to establish, operate or maintain a permanent solid waste or recyclable storage area or facility for solid waste, recyclable materials or yard waste within the City without a valid business license from the City.
- 2) It shall be unlawful for any person to engage in the business of collecting, transporting, processing or disposing of solid waste without a valid business license from the City.
- 3) All vehicles to be used in the collection of solid waste, recyclable materials and yard waste will be kept and maintained in a clean and sanitary condition, and shall be so constructed, maintained and operated as to prevent spillage. All vehicles to be used in the collection of garbage or combined rubbish shall be constructed with water-tight bodies and with covers of metallic or other rigid, impervious material, or in the alternative, the entire bodies shall be enclosed, with only loading hoppers exposed. No solid waste, recyclable materials or yard waste shall be transported in the loading hoppers.
- 4) It shall be unlawful for any person to dispose, dump, deposit or leave any solid waste or any recyclable material in or at any disposal site other than those sites designated by the authorized agent and the Missouri Department of Natural Resources or to deposit solid waste in any solid waste container other than his or her own.
- 5) It shall be unlawful for any person to interfere in any manner with collection and transportation equipment, or with haulers in the lawful performance of their duties as such, whether such equipment or haulers shall be those of the City or those of a solid waste collection agency.
- 6) It shall be unlawful for any person to burn or to allow to be burned solid waste, recyclable materials or yard waste on his or her property unless an approved incinerator is provided or unless a variance has been obtained from the appropriate air pollution control agency.
- 7) All solid waste, recyclable materials and yard waste shall be deposited at a processing facility or disposal site approved by the Missouri Department of Natural Resources and

complying with all requirements of the Missouri Solid Waste Management Law, RSMo Sections 260.200 to 260.245 and the rules and regulations adopted thereunder.

- 8) The authorized agent may classify certain wastes as hazardous wastes which will require special transportation and disposal handling and shall be disposed of only in a manner acceptable to the authorized agent and which will meet all local, state and federal regulations.

**SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE REGULATIONS
HAULER LICENSING**

HAULER LICENSING

This section will be revised as presented and relocated to Chapter 6 under the Business Licensing under its own heading.

License required.

No person shall engage in the business of collecting, transporting, processing or disposing of solid waste, recyclable materials or yard waste within the corporate limits of the city without first obtaining an annual business license from the city; provided, however, that this provision shall not be deemed to apply to employees of the holder of any such license.

License not required for removal of earth and rock; minimum requirements.

Licenses shall not be required for the removal, hauling or disposal of earth and rock material from grading or excavation activities; however, all vehicles that meet or exceed two tons shall cover all material with a tarp when transporting material over roadways within the city limits.

Curbside recycling and yard waste collection services required.

All companies providing the service of collecting residential solid waste must also provide curbside recycling service and separate collection of yard wastes and shall meet all requirements and regulations set forth by the designated city official.

Insurance requirements.

- (a) No license required by this division shall be issued unless the applicant in addition to all other requirements set forth, shall file and maintain with the city evidence of a satisfactory general liability insurance policy covering all operations of such applicant pertaining to such business and all vehicles to be operated in the conduct thereof, in the amount of not less than \$1,000,000.00 ??? combined single limit to include bodily injury and property damage.
- (b) Such policy must be approved by the city and may be written to allow no more than the first \$5,000.00 of liability for damage to property to be deductible.
- (c) Should any such insurance policy be canceled, the city shall be notified by the insurance carrier not less than 10 days prior to the effective date of such cancellation. This provision for notification shall be incorporated into such insurance policy.

Required information from applicants.

Applications for licensure under this division shall be made to the city clerk on a form provided by the clerk. Each application shall contain the following information:

- (1) The nature of the license desired, as to collect, transport, process or dispose of solid waste, recyclable materials, yard waste or any combination thereof;

- (2) The characteristics of solid waste, recyclable materials or yard waste to be collected, transported, processed or disposed;
- (3) The number of solid waste, recyclable materials or yard waste transportation vehicles to be operated thereunder;
- (4) The precise location or locations of solid waste, recyclable materials or yard waste processing or disposal facilities to be used;
- (5) Boundaries of the collection area; and
- (6) Such other information as required by the city.

Grounds for issuance of license; fees.

If the application shows that the applicant will collect, transport, process or dispose of solid wastes, recyclable material and/or yard waste without hazard to the public health or damage to the environment and in conformity with the laws of the state and this article, the city shall issue the license authorized by this article. The business license shall be issued for a period of one year, and each applicant shall pay therefor an annual fee in the amount provided in the city schedule of fees.

Grounds for denial of license; notice.

If the application does not clearly show that the collection, transportation, processing or disposal of solid wastes, recyclable materials and/or yard waste, will create no public health hazard to be without harmful effects on the environment, the application shall be denied and the applicant notified by the city in writing, stating the reason for such denial. Nothing in this section shall prejudice the right of the applicant to reapply after the rejection of his or her application, provided that all aspects of the reapplication comply with the provisions of this article.

Renewal; reapplication; nontransferability of license.

The annual license may be renewed simply upon payment of the fee or fees as designated in the city schedule of fees and charges if the business has not been modified. If modifications have been made, the applicant shall reapply for a license. No licenses authorized by this article shall be transferable from person to person or from vehicle to vehicle.

Suspension or revocation of license; time extension for compliance.

In all cases, when the licensee has failed to meet the requirements of their license or violated federal, state or local regulations or failed to take proper corrective measures within the time specified, the city shall provide written notification pursuant to 6-96. If licensee suspend or revoke the license or licenses involved in the violation; however, in those cases where an extension of time will permit correction, and there is no public health hazard created by the delay, one extension of time not to exceed the original time period may be given.

Appeals.

Any hauler aggrieved by any decision of the licensing officer shall have the right to appeal to the city council by filing a written appeal with the licensing officer within ten days following the effective date of the action or decision complained of. The filing of an appeal shall stay all proceedings. The findings of the city council shall be final and conclusive.

**SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE REGULATIONS
HAULER VEHICLES**

Display of license number on vehicles, at disposal facility.

All motor vehicles operating under any license shall display the company name, address, type of waste being picked up and a unique vehicle identification number or numbers on each side of the vehicle, such information to be clearly legible and not less than six inches high. Each license for processing or disposal facilities shall be prominently displayed at the facility. Licenses issued for transportation vehicles shall be displayed in or on the vehicle.

Compliance with state law required; advertising restricted.

All solid waste, recyclable collection and yard waste collection vehicles shall comply with all applicable state laws and regulations regarding motor vehicle operation, including insurance, and with provisions of this article. No advertising except approved program promotion and the identifying information of the hauler shall be permitted on the vehicles.

Sanitary condition of vehicles; construction specifications.

- (a) All transportation vehicles shall be maintained in a safe, clean and sanitary condition and shall be so constructed, maintained and operated as to prevent spillage of solid waste therefrom.
- (b) All vehicles to be used for transportation of solid waste shall be constructed with watertight bodies and with covers which shall be an integral part of the vehicle or as an alternate the entire bodies thereof shall be enclosed, with only loading hoppers exposed. No solid waste shall be transported in the loading hoppers.

**SOLID WASTE REGULATIONS
RULES, REGULATIONS, PROHIBITIONS AND VIOLATIONS**

ADMINISTRATION OF THE CHAPTER

This chapter shall be administered by the authorized agent and his or her designee. The authorized agent is hereby authorized and directed to prescribe additional rules and regulations consistent with this chapter for the purpose of making the chapter fully and completely effective. This shall include, but not be limited to, the location of all municipal solid waste and recycling containers.

PROMULGATION OF RULES AND REGULATIONS

- (1) The city shall make, amend, revoke and enforce reasonable and necessary rules and regulations, governing, but not limited to:
 - (a) Preparation, drainage and wrapping of garbage and deposited in solid waste or recyclable materials containers
 - (b) Specifications for solid waste, recyclable materials or yard waste containers, including the type, composition, equipment, size and shaper thereof.
 - (c) Identification of solid waste, recyclable materials or yard waste containers and of the covers thereof, and of equipment pertaining thereto, if any.
 - (d) Weight limitations on the combined weight of solid waste, recyclable materials or yard waste containers and the contents thereof, and weight and size limitations on bundles of solid waste too large for solid waste containers.
 - (e) Storage of solid waste, recyclable materials or yard waste in solid waste, recyclable materials or yard waste containers.
 - (f) Sanitation, maintenance and replacement of solid waste, recyclable materials or yard waste containers.
 - (g) Schedules of and routes for collection and transportation of solid waste, recyclable materials or yard waste.
 - (h) Collection points of solid waste, recyclable materials or yard waste containers.
 - (i) Collection, transportation, processing and disposal of solid waste, recyclable materials or yard waste.
 - (j) Processing facilities and fees for the use thereof.
 - (k) Disposal facilities and fees for the use thereof.
 - (l) Records of quantity and type of wastes received at processing or disposal facilities.
 - (m) Handling of special wastes such as toxic wastes, sludges, ashes, agriculture, construction, bulky items, tires, automobiles, oils, greases, etc.
- (2) A copy of any and all rules and regulations made and promulgated under the provisions hereof shall be filed in the office of the city clerk.

PROHIBITED PRACTICES

It shall be unlawful for any person or entity to:

- (1) Deposit household solid waste, recyclable materials or yard waste in any container other than his or her own.
- (2) Interfere in any manner with collection and transportation equipment, or with haulers in the lawful performance of their duties as such, whether such equipment or collectors shall be those of the city or those of a solid waste collection agency.
- (3) Burn or allowed to be burned solid waste, recyclable materials or yard waste on his or her property unless an approved incinerator is provided or unless a variance has been obtained from the appropriate air pollution control agency.
- (4) Dispose of solid waste, recyclable materials or yard waste at any facility or location which is not approved by the City and the Missouri Department of Natural Resources.
- (5) Engage in the business of collecting, transporting, processing or disposing of solid waste, recyclable materials or yard waste within the corporate limits of the city without a permit from the city, or operate under an expired permit, or operate after a permit has been suspended or revoked.
- (6) Engage in illegal dumping.
 - a. No person shall dump or otherwise deposit or cause, permit, suffer or allow the dumping or depositing of any municipal solid waste, garage, rubbish, yard waste, litter or any other offensive or disagreeable thing in any public place, public building or market, or on or along any sidewalk, street, alley, boulevard, highway, right-of-way, viaduct, tunnel, park, parkway, or upon any private property or in any refuse container located thereon without the consent of the owner of the property, nor shall any person dump or deposit or cause, permit, suffer or allow the dumping or depositing of garbage or household refuse in any city litter can or basket upon any street.
 - b. Prima facie evidence. Evidence showing any three or more items found in such garbage, rubbish, yard waste, litter or refuse to be identifiable or traceable to a specific individual shall constitute prima facie evidence that such garbage, rubbish, yard waste, litter or refuse was under the control of that individual as was so dumped or deposited where subsequently found with that individual's knowledge and consent.

ANTI-SCAVENGER PROVISION

It shall be unlawful for persons or entities not licensed by the City and not under contract with the city, owner or occupant to open a cart or dumpster or go through the contents of a bag placed at the residential curbside or upon a commercial property. Those person or entities licensed and contracted shall have a limited authority to examine contents of a cart or bag for purpose of determining if banned or exempted materials are contained therein. Items placed at the curbside or next to a commercial dumpster that are in plain site may be secured by a licensed hauler for scrap or reuse.

INSPECTIONS BY THE AUTHORIZED AGENT, NOTICE OF VIOLATION, APPEAL

- (1) In order to ensure compliance with the laws of this state, this article and the rules and regulations authorized herein, the authorized agent and his/her designee is authorized to inspect all phases of solid waste management within the city. No inspection shall be made in any residential unit unless authorized by the occupant or by due process of law.
- (2) In all instances where such inspections reveal violation of this article, the rules and regulations authorized herein for the storage, collection, transportation, processing or disposal of solid waste, recyclable materials or yard waste or the laws of the state, the authorized agent shall issue notice for each such violation stating therein the violation(s) found, the time and date and the corrective measure to be taken, together with the time in which such corrections shall be made.
- (3) Appeals of any decision of the authorized agent governed by this section shall be made to the City Manager or his/her authorized designee. A written notice of appeal must be filed with the City Clerk within 30 days after the decision of the authorized agent. The City manager or his/her authorized designee shall hear all evidence and in writing and based on the preponderance of evidence uphold, reverse, or modify the decision appealed within 90 days after the filing of the notice of appeal. The City Manager's decision shall be final

PUBLIC NUISANCE VIOLATION BY CODE ENFORCEMENT OFFICER

In addition to the authority given to the authorized agent under this Chapter, the Code Enforcement Officer has the authority under the regulations in Chapter 14 - Nuisances to determine violations, issue violation notices, issue a summons to appear in municipal court, commence abatement, and charge cost of abatement to the owner of the property. See the City of Belton Code of Ordinances, Chapter 14, Sections 14.1 to 14.10.

SECTION VI

A

R2017-55

A RESOLUTION APPROVING THE PURCHASE OF ADDITIONAL TECHNICAL PHONE SYSTEM SUPPORT SERVICES FOR REPAIRS AND MAINTENANCE FOR THE BELTON POLICE DEPARTMENT FROM ALCATEL-LUCENT THROUGH DICE COMMUNICATIONS IN THE AMOUNT OF \$5,770.40.

WHEREAS, the City of Belton Police Department renewed their agreement with Dice Communications for technical phone support services, including repairs and maintenance, but did not originally purchase the component of direct support from the actual manufacturer of the system – Alcatel-Lucent Enterprises; and

WHEREAS, the City of Belton Police Department believes it would be advantageous to do so as the additional support is now needed to provide higher level software technical support and replacement equipment in case of failure or other issues.; and

WHEREAS, the City Council believes this additional technical support to keep the integrated phone system at the Police Department functioning at the highest level is in the best interest of the City.

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

SECTION 1. That the City Council approves the purchase of the additional services with Alcatel-Lucent through Dice Communications in the amount \$5,770.40.

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

Duly read and passed this 5th day of December, 2017.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 5th day of December, 2017, and adopted at a regular meeting of the City Council held the 54th day of Decemberr, 2017 by the following vote, to-wit:

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

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



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: December 5, 2017
 ASSIGNED STAFF: James Person
 DEPARTMENT: Police Department

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

ISSUE/REQUEST: The Belton Police Department is requesting the purchase of additional technical phone support services for repairs and maintenance from Alcatel-Lucent through Dice Communications in the amount of \$5,770.40.

PROPOSED CITY COUNCIL MOTION: A resolution authorizing the City of Belton, Missouri through its Police Department to purchase additional technical support services from Alcatel-Lucent through Dice Communications for \$5,770.40.

BACKGROUND: *(including location, programs/departments affected, and process issues)*
 Recently we renewed our agreement with Dice Communications for technical phone support services for repairs and maintenance. We originally did not purchase support from the actual vendor of the system, Alcatel-Lucent, but have now realized it would be advantageous to do so. This additional support is needed to provide replacement equipment in case of failure or other issues, and provide their expertise in support of the phone system.

IMPACT / ANALYSIS:

The amount for the additional technical support and maintenance direct with Alcatel-Lucent for phone system maintenance is available through the Department's telephone budget and is within budget.

FINANCIAL IMPACT

Contractor:	Dice Communications
Amount of Request/Contract:	\$5,770.40
Amount Budgeted:	\$
Funding Source:	Telephone 010-3800-400-3705
Additional Funds	
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start: Now	Finish: ASAP
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OTHER INFORMATION/UNIQUE CHARACTERISTICS:

STAFF RECOMMENDATION: Approved

OTHER BOARDS & COMMISSIONS ASSIGNED:
 Date:
 Action:

Memo from Lt. Norman Shriver
 Quote – Dice Communications
 Maintenance Proposal and Agreement



Dice Communications, Inc.

Phone: 1-402-597-2923
4509 S. 143RD ST STE 5
Omaha, NE 68137-4521

Quote

No.: **9351**
Date: 11/3/2017

Prepared for:
Norman Shriver 816.210.0844
Belton PD
7001 E. 163rd St.
Belton, MO 64012 USA

Prepared by: Tim Kestel
Account No.: 2673

Quantity	Item ID	Description	UOM	Sell	Total
SMS Maintenance					
CPU 1: FFE09E0F					
CPU 2: 0					
Actis File #: USAAPK06E04A					
Coverage Dates TBD					
1	ALC-3EY10005AA	OmniPCX Enterprise SMS (Software Maintenance Service) - renewal 12 months	EA	\$4,378.81	\$4,378.81
1	ALC-3EY14002AA	OmniVista 8770 SES (Software Evolution Service) - renewal 12 months	EA	\$1,391.59	\$1,391.59

Your Price:	\$5,770.40
Total:	\$5,770.40

Additional Comments, Terms and Conditions or client responsibilities:

Prices are firm until 11/10/2017 Terms: Net 30

Prepared by: Tim Kestel, tkestel@dicellc.com

Date: 11/3/2017

Accepted by: _____

Date: _____

Disclaimer

Quoted prices are valid for 90 days. Please note the following Dice Communications terms that apply (unless negotiated otherwise in writing).

- **Material: 50% Down-Payment Required on all Hardware Purchases ... Balance of equipment due upon receipt of inventory.
- **Professional Services/Labor: Progressive Invoicing; based upon percentage of completion.
- **Shipping & Handling: Not included in quoted price; customer will be invoiced upon final equipment invoice.
- **Travel expenses: Not included; customer will be invoiced actual travel costs upon final invoice.
- **Sales & Use Tax: Not included in quote & will be added to invoice if applicable and due.

If Approved - please sign and fax to Dice Communications @ (402) 289-4208 or sign and email to sales@dicellc.com.

Any questions please call our office at (877) 331-2923



**Belton Police
Department**

Memo

To: Chief James Person
From: Lt. Norman Shriver
Date: 11/08/17
Re: Alcatel-Lucent Maintenance Agreement

Recently we renewed our maintenance agreement with Dice communications for support on our phone system. This did not include support from the actual vendor of the system, Alcatel-Lucent. This is needed to provide replacement equipment in case of failure or other issues. Currently we are having some issues with the phone system that requires this agreement in order for Alcatel-Lucent to provide their expertise to address the issues. Attached is a quote from Dice Communications for that maintenance agreement in the amount of \$5,770.40. This is within the current year's budgeted amount.

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

Respectfully submitted

Lt. Norman Shriver



ALCATEL-LUCENT IP TELEPHONY SOFTWARE SUPPORT SERVICES

Optimizing application and
system performance for
dynamic communications
and business continuity

.....
AT THE SPEED OF IDEAS™

Alcatel-Lucent 
Enterprise



SOFTWARE MAINTENANCE SERVICE (SMS)

SMS ensures you always have access to the full resources of Alcatel-Lucent for support of your IP telephony applications and systems. Your Business Partner will be backed by the full resources of Alcatel-Lucent. With both vendor and manufacturer behind you, your business benefits from the breadth and depth of support that only a highly experienced, global team of experts can deliver. A simple contract, SMS covers your Alcatel-Lucent IP telephony applications and systems for 12 months with the opportunity to upgrade or extend the contract at any time.

YOUR SMS BENEFITS

Around-the-clock access to technical expertise

- All support is provided according to clearly defined service levels for response time and resolution time
- Comprehensive support from Business Partners, backed 24x7x365 by state-of-the-art technical expertise from the Alcatel-Lucent Technical Assistance Centers (TAC s) and Technical Expertise Centers (TEC s)

Comprehensive coverage through a single contract

- All Alcatel-Lucent IP telephony applications and systems are covered under one contract and with one payment

Better control of IT budgets

- A support contract allows you to amortize the cost of support services across the life cycle of your IP telephony applications and systems and avoid unplanned support expenses

Flexible support levels to meeting changing needs

- Choose the support level that best fits your organization's needs. If you want to extend continuous maintenance to include dynamic software evolution to keep your system up-to-date, you can upgrade from SMS to SES at any time

SUPPORT SERVICES COVERAGE DESCRIPTION PER PRODUCT FAMILY

Table 1: Support services coverage per product family

ALE SOLUTIONS	SOFTWARE MAINTENANCE SERVICES (SMS)	SOFTWARE EVOLUTION SERVICES (SES)
<p>OPENTOUCH™ FOR MID AND LARGE ENTERPRISES PRODUCT FAMILY</p> <ul style="list-style-type: none"> • OmniPCX Enterprise • OpenTouch Business Edition • OpenTouch Multimedia Service • OmniTouch Contact Center Standard Edition 	<p>Mandatory at purchase (choice between SMS or SES)</p> <ul style="list-style-type: none"> • OmniPCX Enterprise and OmniTouch Contact Center Standard Edition only • Service level: <ul style="list-style-type: none"> - Access to maintenance releases and patches - Access to technical support (Level 3) • Eligible if at purchase software version is active for next 12 months • Duration: 1 year minimum at first offer and renewal(*). Renewable 	<p>Mandatory at purchase (choice between SMS or SES)</p> <ul style="list-style-type: none"> • Service level: <ul style="list-style-type: none"> - Access to maintenance releases and patches - Access to software upgrades, minor and major at no additional charge - Access to technical support (Level 3) • Eligible if the installed software version is a commercial active release (if not, upgrade is a prerequisite) • Duration: one year or multiyear (from 2 to 5 years), renewable
<p>COMMUNICATION SOFTWARE APPLICATIONS</p> <ul style="list-style-type: none"> • ALE Instant Communications Suite, My Teamwork • ALE OmniTouch CCIVR • ALE OmniVista 8770 Network Management* • Business integrated Communications Solution 	<ul style="list-style-type: none"> • Not applicable 	<p>Mandatory at purchase</p> <ul style="list-style-type: none"> • Service level: <ul style="list-style-type: none"> - Access to maintenance releases and patches - Access to software upgrades, minor and major at no additional charge - Access to technical support (Level 3) • Eligible if the OmniPCX Enterprise under contract and the installed software version are on a commercial active release (if not, upgrade is a prerequisite) <p>Duration: one year or multiyear (from 2 to 5 years)</p> <ul style="list-style-type: none"> • ICS and CCivR maintenance can only be renewed for one year. • Genesys Compact Edition can only be renewed until 12/31/16
<p>OPENTOUCH™ CUSTOMER SERVICE</p>	<ul style="list-style-type: none"> • Not applicable 	<p>Mandatory at purchase</p> <ul style="list-style-type: none"> • Service level: <ul style="list-style-type: none"> - Access to maintenance releases and patches - Access to software upgrades, minor and major at no additional charge - Access to technical support (Level 3)

Eligible if the OmniPCX Enterprise under contract and the installed software version is a commercial active release (if not, upgrade is a prerequisite)

Duration: one year or multiyear (from 2 to 5 years), renewable

ALE OPENTOUCH™ FOR SMALL AND MEDIUM BUSINESSES AND APPLICATIONS

- ALE OpenTouch™ for SMB, ALE Extended Communications Server

Mandatory at purchase

- Service level:
- Access to maintenance releases and patches
- Access to technical support (Level 3)

Duration: release lifecycle (Please see details in [Appendix 3](#))

Not applicable

* Please refer to [Contract Duration](#)

SOFTWARE SUPPORT SERVICES GENERAL DESCRIPTION

The Software Maintenance Service (SMS) for OpenTouch™ Suite for MLE

- Access to Technical Support for ALE Certified Solution (ACSE) and Certified Field Experts (ACFE) on OpenTouch™ Suite for MLE
- Access to all maintenance releases and patches
- Eligible solutions: OmniPCX Enterprise and OmniTouch Contact Center Standard Edition from OpenTouch Suite™ for MLE offer
- Service duration: 1 year minimum at first offer or renewal (**), Renewable

****Please refer to Contract Duration**

The offer

ALE Support

- Technical Assistance 24x7 online, via telephone, electronic mail or fax (in English)
- Problem Diagnosis and Software updates (dynamic patches & maintenance releases) with associated Documentation / Release Notes
- Access to the ALE online Technical Resources center
- Support coverage during the whole contract validity period (please see Appendix 1 for details on SLAs)

The value proposition

Simplicity

- **Simple offer:** one SMS contract covering one OmniPCX Enterprise
- **Simple pricing model:** calculation based on the product software value Worldwide Price List
- **Simple invoicing management:** for first offer, one Invoice for product and service

Flexibility

- Choice of level of support per customer (SMS or SES)
- Possibility to chose which system to renew

Value

- **Predictable pricing**
 - Predictable price in ACTIS for renewals and first orders(ACTIS): real value of Installed base for support calculation
- **Service Level Agreements**
 - Contractual Service Level Agreements (SLAs) are applied to Partners having support contracts. These SLAs are detailed in Appendix 1.

Visibility

- While receiving the renewal offer, the Indirect Reseller can view his entire installed base value at a glance.

Note: The Software Maintenance Service is sold with every purchase, first sales and add-ons

The Software Evolution Service (SES) for OpenTouch™ Suite for MLE

- Access to Technical Support for ALE Certified Solution (ACSE) and Certified Field Experts (ACFE) on OpenTouch™ Suite for MLE
- Access to all maintenance releases and patches, as well as software upgrades, minor and major
- Eligible solutions: OpenTouch Suite™ for MLE (OmniPCX Enterprise, OpenTouch & voice applications)
- Service duration: yearly or multiyear contracts (from 2 to 5 years**).

**Please refer to [Contract Duration](#)

The offer

ALE Support

- Technical Assistance 24x7 online, via telephone, electronic mail or fax (in English)
- Problem Diagnosis and Software updates (dynamic patches & maintenance releases) with associated Documentation / Release Notes
- Free and unlimited access to release evolutions (minor and major)
- Access to the ALE online Technical Resources center
- Support coverage during the whole contract validity period (please see Appendix 1 for details on SLAs)

The value proposition

Simplicity

- **Simple offer:** one Software Evolution Service contract covering one application (OmniPCX Enterprise or OpenTouch system and applications).
- **Simple pricing model:** calculation based on the product software worldwide list price
- **Simple ordering:** easy quotation in ACTIS for the first sale
- **Simple invoicing management:** for first offer, one invoice for product and service

Value

- **Predictable pricing**
 - Predictable price based on the real value of installed base for support calculation
- **Service Level Agreements**
 - Contractual Service Level Agreements (SLAs) are applied to Partners having support contracts. These SLAs are detailed in Appendix 1.

Flexibility

- Possibility to choose multiyear SES contracts and to benefit from multiyear discounts
- Choice of level of support per customer (SMS or SES)
- Possibility to choose which system to renew

Visibility

- While receiving the renewal offer, the Indirect Reseller can view his entire installed base value at a glance.

The Software Evolution Service for OpenTouch™ Customer Service

- Access to Technical Support for ALE Certified Solution (ACSE) and Certified Field Experts (ACFE) on OpenTouch™ Suite for MLE
- Access to all maintenance releases and patches, as well as software upgrades, minor and major
- Eligible solutions: OpenTouch™ Customer Service
- Service duration: yearly or multiyear contracts (from 2 to 5 years)

The offer

ALE Support

- Technical Assistance 24x7 online, via telephone, electronic mail or fax (in English)
- Problem Diagnosis and Software updates (dynamic patches & maintenance releases) with associated Documentation / Release Notes
- Free and unlimited access to release evolutions (minor and major)
- Access to the ALE online Technical Resources center
- Support coverage during the whole contract validity period (please see Appendix 1 for details on SLAs)

The value proposition

Simplicity

- **Simple offer:** one Software Evolution Service contract covering the application.
- **Simple pricing model:** calculation based on the product software worldwide list price

Software Maintenance Service for ALE OpenTouch™ Suite for SMB

- Access to technical support for ALE Certified Solution Experts (ACSE) and Certified Field Experts (ACFE) on OpenTouch™ Suite for SMB (former OmniPCX Office)
- Eligible solutions: ALE OpenTouch™ for Small and Medium Enterprises
- Service duration: for release lifecycle

The offer

ALE support

- ALE technical assistance provided by ALE experts only to certified personnel at ACSE (ALE Certified System Expert) and ACFE (ALE Certified Field Expert) in our Business Partners' organizations
- Access to maintenance releases (bug fixes, minor releases)
- Service level guaranteed, on response time and resolution time
- Access to the ALE online Technical Resources center
- Wide accessibility to technical support: 24/7 access to Technical support in English (European business hours in French, German and Spanish).

The value proposition

Simplicity

- No contract management for each OpenTouch™ Suite for SMB
- Renewal not necessary: support provided during entire lifecycle of the release
- Easy quotation in ACTIS, price is based on the net prices of the articles classified in the following categories: AA38, CC30
- No separate invoice for SMS service (automatically added in the solution invoice)

The Software Maintenance Service is sold with every purchase, first sales and add-ons of OpenTouch™ Suite for SMB, its applications. This includes software items classified in discount categories (please see [Pricing rules for OpenTouch™ Suite for SMB](#)).

ADD-ONS AND SOFTWARE UPGRADES ON SOFTWARE EVOLUTION/MAINTENANCE SERVICE

Add-ons rules for Communications solutions

We consider as Add-ons all products or licenses added on top of an existing solution. As soon as an add-on is ordered, a maintenance add-on is added on top of the existing Software Maintenance/Evolution Service contract, be it active, in grace period or even expired (e.g. IP licenses on an existing contract or application added on a system having been already covered by a Software Maintenance/Evolution Service contract).

Software Maintenance Service allows add-ons only.

Software Evolution Service allows add-ons and Software Upgrades.

For more details, contact your Sales Representative

Add-ons & software upgrade rules for OpenTouch™ Suite for MLE and voice applications, for systems or applications covered by a support contract

A maintenance fees will be charged to the Indirect Reseller.

At renewal or anniversary date of a multiyear SES contract, the full contract value for 1 year will be charged (initial maintenance price + add-ons maintenance price for 1 year).

Add-ons & software upgrade rules for systems and applications not covered by a support contract

In the case of an add-on on a system without a contract, the rule will vary depending on the type of add-on made on the solution. The different types of add-on are described in the [Mid and Large Enterprises Release policy](#) document available on the ALE Business Portal. In case of expired contract

- In case of an add-on not requiring an upgrade a SES contract is not mandatory. No service value will be charged on the solution,
- In case of an add-on requiring an upgrade an SES contract will have to be subscribed on the OmniPCX Enterprise, and on any external application added on the OmniPCX Enterprise. The SES Contract on applications existing before the add-on is optional.
- An add-on to an Open Touch Customer Service not covered by SES is not authorized.

Quoting add-ons and upgrades on the installed-base

To get a quotation of the total value of the support contract after the add-on, or the upgrade, please open a Service Request including the CPU-ID of the system as well as the excel version of the ACTIS file of the add-on or upgrade.

In case of single extension add-ons, three cases are possible:

Table 2: Quotation of add-ons and upgrades on the installed-base

ADD-ON TO A SYSTEM NOT COVERED BY A SUPPORT CONTRACT ON A VALID RELEASE (NOT PHASED OUT):	ADD-ON TO A SYSTEM NOT COVERED BY A SUPPORT CONTRACT ON A PHASED OUT RELEASE:	ADD-ON TO A SYSTEM THAT HAS NEVER BEEN COVERED AND RUNNING ON A PHASED OUT RELEASE:
<ul style="list-style-type: none"> • In case of a simple add-on (without upgrade), Partners can purchase it without contract. • In case of add-on with upgrade or including application, an SES contract is mandatory on OXE/ OpenTouch and application. • How to order: Partners need to open an e-Service Request and will receive a quote for the contract. Please see <u>Restart offer</u> section. 	<ul style="list-style-type: none"> • In case of a simple add-on (without upgrade), Partners can purchase it without a contract. • In case of add-on with upgrade or including application, an SMS/SES contract is mandatory on OXE/ OpenTouch and SES on applications. <ul style="list-style-type: none"> ◦ Note: To have the possibility to be covered by a Support contract, the Business Partner must upgrade the Software release (see next case). <p>How to order: Partners need to get in touch with their usual ALE's Sales representative</p>	<ul style="list-style-type: none"> • In case of a simple add-on (without upgrade), Partners can purchase it without a contract. • In case of add-on with upgrade or including application, an SMS/SES contract is mandatory on OXE/ OpenTouch and SES on applications. <ul style="list-style-type: none"> ◦ Note: To have the possibility to be covered by a Support contract, the Business Partner must upgrade the Software release (see next case). <p>How to order: Partners need to get in touch with their usual ALE's Sales representative</p>

* Purchase of upgrade is not possible for the OmniTouch Contact Center Premium Edition. To benefit from the software upgrade, the application must be covered by a support contract from the initial purchase.

SECTION VII

C

AN ORDINANCE AMENDING CHAPTER 36 – SUBDIVISION REGULATIONS, SECTION 36-35 (a) (3), SECTION 36-35 (b) (10) AND SECTION 36-36 (b) OF THE UNIFIED DEVELOPMENT CODE TO CONSOLIDATE AND REVISE THE REGULATIONS ON FINAL PLAT SUBMISSIONS AND PROFESSIONAL LAND SURVEYOR DUTIES, TO BE CONSISTENT WITH MISSOURI REVISED STATUTES RSMo 327.272.

WHEREAS, the City of Belton adopted the Unified Development Code (“UDC”) December 13, 2011; and

WHEREAS, discussions with the development community and professional land surveyors revealed antiquated text regarding submittal requirements for plats; and

WHEREAS, the Belton Planning Commission held a public hearing to solicit comments on the proposed amendments to the UDC at a regular meeting on October 16, 2017; and

WHEREAS, the Belton Planning Commission voted 8-0 by those present to recommend approval of the proposed amendment to the UDC; and

WHEREAS, the City Council believes the code changes for final plat submittal requirements in the city is in the best interest of the citizens.

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

Section 1. That Chapter 36 – Subdivision Regulations, Section 36-35 (a) (3) of the Belton Code of Ordinances is hereby amended and revised with the **additions in bold print** and deletions with ~~strike-through~~ notation as follows:

CHAPTER 36 – Subdivision Regulations

36-35. Final plat.

(a) *Submission.*

(3) ~~Two originals (one on Mylar and one linen), three reproducible copies and 16~~ **Sixteen (16)** copies shall be submitted to the community development director at least seven days prior to the planning commission public meeting.

(b) *Information.* Final plats shall contain:

(10) Name, signature and seal of the licensed engineer preparing the plat ~~or the registered~~ **professional land surveyor preparing the plat and** conducting the survey.

36-36. Recording of final plat.

(b) Withing 15 days of recordation of the final plat, the subdivider must submit a minimum of four copies of the final plat, of which ~~two will be paper prints and two will be opaque linen or Mylar prints,~~ to the community development director, along with a recorded copy of

the development agreement, declaration of covenants and restrictions and articles of incorporation establishing a property owners association if required by this Code. No building permit shall be issued until the final plat is approved by the city council.

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

Section 3. All ordinances or parts of ordinances in conflict with the provisions are hereby repealed.

PUBLIC HEARING AT PLANNING AND ZONING: October 16, 2017

READ FOR THE FIRST TIME: December 12, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2017.

Mayor, Jeff Davis

ATTEST:

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

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

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

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

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: December 12, 2017

DIVISION: Planning and Building Department

COUNCIL: Regular Meeting Work Session Special Session

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

ITEM FOR DISCUSSION BILL NO. AND BILL NO.

1. Text amendment to Section 36-35 (a) (3) to remove antiquated language and reflect current plat submittal standards.
2. Text amendment to Section 36-35 (b) (10) to allow a professional land surveyor to prepare the plat without the seal of a licensed engineer to be required as well. This change is consistent with RsMO Sec. 327.272 as revised 28 August 2016.
3. Text amendment to Section 36-36 (b) to remove antiquated language and reflect current plan submittal standards.

BACKGROUND

There have been recent discussions with the development community and professional licensed land surveyors regarding Section 36-35 (a) (3) and Section 36-35 (b) (10) of the Unified Development Code as currently written.

The current text of Sections 36-35 (a) (3) as it relates to the submittal requirements for final plats, requires two originals, (one on Mylar and one linen), three reproducible copies and 16 copies to be submitted. The current text of Section 36-36(b) requires four copies of the final plat two of which will be opaque linen or mylar. This text is antiquated whereas linen copies have not been used in over a decade and mylar copies have been replaced with typical auto-cad copies to be filed with the County Recorder of Deeds.

In addition, the current text of Section 36-35 (b) (10) is in conflict with the state statute as revised August 28, 2016. The current text requires both a professional engineer to prepare the plat and a registered land surveyor to conduct the survey. The revised state statute no longer requires a professional engineer to prepare plats. This responsibility may now be performed solely by a professional licensed land surveyor (PLS). In addition, the term registered land surveyor was expanded at the time of this revision to state "professional" land surveyor. The recommended text amendment will address recent discussions with developers and professional land surveyors (PLS) as it relates to the current text of the regulation and the changes to the state statutes in 2016.

The recommended text amendment will clean up the antiquated text and reflect current standards for plat submittals. The applicable code sections and recommended text amendments are as follows: (Note: recommended changes are in “**bold**” text and ~~strike through~~).

Sec. 36-35. - Final plat

(a) *Submission.*

(3) ~~Two originals (one on Mylar and one linen), three reproducible copies and 16~~ **Sixteen (16)** copies shall be submitted to the community development director at least seven days prior to the planning commission public meeting.

(b) *Information.* Final plats shall contain:

(10) Name, signature and seal of the licensed engineer preparing the plat ~~or the registered professional land surveyor~~ **preparing the plat and** conducting the survey.

Sec. 36-36. - Recording of the final plat.

(b) Within 15 days of recordation of the final plat, the subdivider must submit a minimum of four copies of the final plat, ~~of which two will be paper prints and two will be opaque linen or Mylar prints,~~ to the community development director, along with a recorded copy of the development agreement, declaration of covenants and restrictions and articles of incorporation establishing a property owners association if required by this Code. No building permit shall be issued until the final plat is approved by the city council

SUMMARY:

The proposed text amendments, as submitted, provide clarity and are consistent with current plat submittal standards as well as being in compliance with the requirements of RsMO 327-272 as revised 28 August 2016.

STAFF RECOMMENDATIONS:

Staff recommends approval of the text amendments as submitted and presented.

SECTION VIII

A

R2017-56

A RESOLUTION APPROVING TASK AGREEMENT #2017-3 WITH PYRAMID EXCAVATION AND CONSTRUCTION, INC. TO MAKE EMERGENCY PUBLIC STORM PIPE REPAIRS ON MARKEY ROAD EAST OF BALES ROAD IN THE AMOUNT OF \$21,182.00 WITH A 20% CONTINGENCY TOTALING \$25,418.40.

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

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

WHEREAS, on September 23, 2014 under Ordinance No. 2014-4039, the City Council approved an On-Call Professional Services Agreement with Pyramid Excavation and Construction, Inc.; and

WHEREAS, on January 24, 2017 under Ordinance No. 2017-4308, the City Council approved Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Pyramid Excavation and Construction, Inc.; and

WHEREAS, during recent severe storms in July and August 2017, there have been numerous storm water pipe issues within the City's Stormwater Management System. One of these locations is on Markey Road just east of Bales Road. Pipe damage occurred at this location from the severe storms are in need of emergency pipe repair; and

WHEREAS, bids were requested and submitted from the three contractors the City has through Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services: Precision Construction (\$35,423.41), Pyramid Excavation and Construction, Inc., and Contracting, LLC (\$21,182.00), and Wiedenmann, Inc. (\$25,360.08). Pyramid Excavation and Construction, Inc. submitted the lowest bid. A 20% contingency was added to the price to cover unforeseen issues; and

WHEREAS, funding for this project will come from a portion of the 2010 Street GO Bonds refinanced by City Council on October 10, 2017 under Ordinance No. 2017-4390; and

WHEREAS, this task agreement is necessary to make emergency storm sewer pipe repairs on Markey Road east of Bales Road; and

WHEREAS, the amount of Task Agreement 2017-3 is \$21,182.00.00 with an added 20% contingency totaling \$25,418.40.

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

SECTION 1. That this resolution approving Task Agreement #2017-3 with Pyramid Excavation and Construction, Inc. to make emergency storm sewer pipe repairs on Markey Road east of Bales Road in the amount of \$21,182.00 with a 20% contingency totaling \$25,418.40 is hereby approved for purposes described above.

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

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

Duly read and passed this 5th day of December, 2017.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 14th day of November, 2017, and adopted at a regular meeting of the City Council held the 14th day of November, 2017 by the following vote, to-wit:

AYES: COUNCILMEN:
NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: December 5, 2017

DIVISION: Transportation

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

During recent severe storms, there have been numerous storm water pipe issues within the City’s Stormwater Management System. One of these locations is on Markey Road just east of Bales Road. Damage to a 36” corrugated metal storm pipe (CMP), already partially eroded, and subsequent erosion of the subgrade and street occurred at this location from the severe storms in July and August 2017. The road has been narrowed to one lane. An emergency repair is required to prevent further erosion and to bring the road back to its original width. As part of the repair, the 36” CMP will be replaced with a 36” reinforced concrete pipe (RCP).

Using the Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater and Stormwater Services, three bids were received from the On-Call Contractors: Precision (\$35,423.41), Pyramid (\$21,182.00), and Wiedenmann (\$25,360.08). Pyramid was the lowest and best bidder for this project. A 20% contingency was added to the price to cover unforeseen issues.

PROPOSED CITY COUNCIL MOTION:

Approve a resolution for Task Agreement 2017-4 with Pyramid Excavation & Construction, Inc. to make public storm water pipe repairs on Markey Road just east of Bales Road in the amount of \$21,182.00 with a 20% contingency totaling \$25,418.40.

BACKGROUND:

The recent severe storms caused damage to the City’s stormwater conveyance system in multiple areas of the City. Unfortunately, the cost for the repairs exceeded the current funding; therefore, staff had to find additional funding sources before proceeding with the repairs. It is the staff’s recommendation that the City Council approve the reallocation of a portion of the 2010 Street GO Bonds refinanced by City Council on October 10, 2017 under Ordinance No. 2017-4390 that would provide sufficient funds to make the repairs.

Using the Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater and Stormwater Services, three bids were received from the On-Call Contractors: Precision, Pyramid and Wiedenmann. Pyramid was the lowest and best bidder for this project with a bid of \$21,182.00. A 20% contingency was added to the price to cover unforeseen issues. Staff is requesting approval to proceed with the repair of Markey Road just east of Bales.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		Pyramid Excavation & Construction, Inc
Amount of Request/Contract:	\$	21,182.00 + 20% Contingency (\$4,236.40) = \$ 25,418.40
Amount Budgeted:	\$	
Funding Source:		2010 Street GO Bonds
Additional Funds:	\$	
Funding Source:		
Encumbered:	\$	
Funds Remaining:	\$	

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution for Task Agreement 2017-4 with Pyramid Excavation & Construction, Inc. to make storm pipe repairs on Markey Road just east of Bales Road in the amount of \$21,182.00 with a 20% contingency totaling \$25,418.40.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Task Agreement 2017-4 with Pyramid Excavation & Construction, Inc.
- Scope of Work for Bid
- Pyramid Excavation & Construction, Inc. Bid
- Wiedenmann, Inc. Bid
- Precision Construction & Contracting, Inc. Bid
- Exhibit 1 - Work Area Map



PUBLIC WORKS
City of Belton – Public Works
Task Agreement

Contract:

Ordinance or Resolution: Resolution	Task Agreement No: 2017-4	Funding Amount: \$21,182.00 Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
--	----------------------------------	--

Project Title: **Markey Road Storm Pipe Repair (East of Bales Road)**

Contractor/Consultant (including subs): Pyramid Excavation & Construction, Inc.	Division and Staff Project Manager: Monte Johnson, Transportation Superintendent
--	---

Project Management Manual reviewed: Yes	Attachments (Gantt Chart, etc.): N/A
--	---

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

Scope of Work Attached

Staff Signatures		Partner Signatures	
Director of Public Works: Michael K. Doi	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.



P.O Box 320 Lone Jack, MO 64070, 1-855-697-4194

BID SHEET

Markey Road Storm pipe Revision - 1

PREVAILING WAGE: Y City Of Belton TAX EXEMPT: Y
 BID DATE: NA TIME: _____ DATE PREPARED: 9/13/2017
 JOB LOCATION: Belton, MO PREPARED BY: JAC

S.No.	Work to be performed	Measure	Unit	Unit Price	Total
1	Demo 36' of RCP and asphalt pavement				
2	Install 36" RCP with Rip Rap and Toe wall				
3	Traffic control				
4	Repair / or Replace Guard Rail				
5	Final Grading				
6				TOTAL	\$28,434.74
ALTERNATES					
7	Full Depth Asphalt repair (45 SY)		1 LS	\$6,988.67	\$6,988.67

ADDENDUM _____ acknowledged.

Exclusions:

- The conditions set forth will become a part of any subcontract
- Any relocation, demolition, or disconnection of existing utilities
- Any survey layout, testing, or other engineering services
- Any excavation of rock
- Any handling of hazardous material
- Any undercutting of sub grade where unsuitable material exists
- Any conditioning of stabilization of sub grade other than scarifying and recompacting soils
- Any export or import of materials unless noted above
- Any traffic control installation unless listed on this bid
- Any seed/sod installation and/or maintenance unless listed on this bid
- Any erosion control/swppp installation and inspection unless listed on this bid
- Any bonds or permits

Special Project Exclusions:

LIST ANY AND ALL EXCLUSIONS FOR THIS BID

PAYMENT TO BE MADE AS FOLLOWS: Monthly

All work to be completed in workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, & will become an extra charge over & above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our work shall be completed with no more than one mobilization
WORK WILL NOT START WITHOUT A SIGNED PROPOSAL Note: This proposal may be withdrawn by us if not accepted within : 10 days

Authorized Signature FOR: JAC
Precision Construction & Contracting

Acceptance of Proposal FOR: City Of Belton

The above prices, specification, and conditions are satisfactory and are hereby accepted.

You are authorized to so work as specified. Payment will be made as outlined above. Estimates due in net 10 days.

1 1/2% per month will be added to any unpaid invoices. Failure to pay, if attorney fees and/or court cost accrue you will be responsible.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, R.O.M.S. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR LIEN WAIVERS FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.



11102 Hickman Mills Drive • Kansas City, Missouri 64134

Ph. (816)765-4464 • Fax (816)765-4467

November 21, 2017

City of Belton, Missouri
Attn: Monte Johnson
Belton City Hall, 506 Main Street
Belton, Mo 64012

Mr. Johnson,

Job: Markey Road Storm Pipe (Revised Quote No 2)

Pyramid Excavation & Construction, Inc. is pleased to quote the Markey Road job as described below for the price of \$ 17,682, for full depth asphalt repair add \$3500.

Markey Road Storm Pipe (East of Bales Road) – Scope of work for bid Revised

- | | |
|---|-------|
| 1. Remove 36' CMP and replace with 36' of 36" RCP | 36 LF |
| 2. Install Rip-Rap MODOT Type 4 upstream and downstream | 20 SY |
| 3. Erosion Mat & Planting in affected areas | 26 SY |
| 4. Traffic Control | 1 LS |
| 5. Repair and/or replace Guard Rail | 30 LF |
| 6. Ensure all materials are removed and disposed of from the project site | |
| 7. Provide a "Optional Bid" for Full Depth Asphalt Repair | 45 SY |
| 8. Provide a start to completion schedule for this scope of work | |

Ensure the City of Belton, Design and Construction Manual is followed throughout your scope of work for this project

This job will take 4 days to complete.

If you should have any question or additional information is needed, please contact me at your earliest convenience.

Sincerely,

Hank Cunningham
Pyramid Excavation & Construction Inc.

WIEDENMANN, INC.

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

September 12, 2017

City of Belton, MO
506 Main St
Belton, MO 64012
Attn: Monte Johnson

Re: Markey Road Storm Repair - Revision

Dear Monte,

Pursuant to your email request of 9/11/17, we hereby submit the following bid pricing for the emergency repair work for Markey Road.

Item	Description	Quantity	Unit Price	Total
1	R&R 36" RCP	36 LF	\$ 323.45	\$11,644.20
2	RIP RAP MODOT Type 4	20 SY	\$ 148.34	\$ 2,966.80
3	Erosion Mat & Planting	26 SY	\$ 10.11	\$ 262.86
4	Traffic Control	1 LS	\$5,307.32	\$ 5,307.32
5	Repair and/or Replace Guard Rail	30 LF	\$ 42.94	\$ 1,288.20
Alternate	Full Depth Asphalt Patch	45 SY	\$ 86.46	\$ 3,890.70

Our proposal is based off the scope emailed to Jerry Wiedenmann on 8-21-17 and Belton Standard Specifications. Project start will be based on executed contract, tax exempt certificate, and mutually agreeable schedule.

This job will take approximately 10 working days. Once a contract is received we will place this project in our schedule.

It is our understanding this is a lump sum project. The above unit prices are for additional work only.

This price (excluding Asphalt Patch) includes all materials and labor for a total value of:

Twenty-one thousand four hundred sixty-nine and 38/100
\$21,469.38

Our price excludes testing, staking, survey, bond, overtime, utility adjustments. This quote will be made part of our contract and will take precedence over conflicting terms and conditions.

Thank you for the opportunity to price this work. Please call if you have questions or need further clarification.

Sincerely,
Wiedenmann, Inc.

Patti Hendrickson

Belton, MO



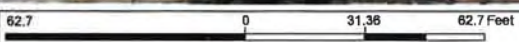
- Legend**
- Storm Inlet
 - Storm Manhole
 - Storm Outlet
 - Storm Structure
 - Storm Inlet Private
 - Storm Outlet Private
 - Storm Sewer Private
 - Detention Basin - Private
 - Detention Basin - Public
 - Storm Outfall
 - Storm Sewer
 - Water Quality BMP
 - Stormceptor
 - Water Quality BMP
 - Street
 - ▭ Parcel
 - ▭ Subdivision
 - ▭ Parks
 - ▭ Cemetery

63

1 in. = 31ft.



Notes



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

**Markey Road Storm Pipe (East of Bales Road)
Scope of Work for Bid**

Please provide an "Itemized Bid" to perform the following scope of work:

1. Remove and replace approximately 36' of 36" RCP
2. Install Rip-Rap MODOT Type 4 upstream and downstream
3. Erosion Mat & Planting in affected areas
4. Traffic Control
5. Repair and/or replace Guard Rail
6. Ensure all materials are removed and disposed of from the project site
7. Provide a "Optional Bid" for Full Depth Asphalt Repair
8. Provide a start to completion schedule for this scope of work

Ensure the City of Belton Design and Construction Manual is followed throughout your scope of work for this project