



**CITY OF BELTON  
CITY COUNCIL  
REGULAR MEETING  
TUESDAY, JUNE 27, 2017 – 7:00 P.M.  
CITY HALL ANNEX  
520 MAIN STREET  
AGENDA**

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

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

- A. **Motion approving the minutes of the June 13, 2017, City Council Regular Meeting.**

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- B. **Motion approving the purchase of a secure email system from SHI International Corporation in the amount of \$3,322.80 that provides encryption of emails as mandated by the Criminal Justice Information Services and new state court rules for the Police Department and Municipal Court. In addition, there will be an installation fee of \$1,050.00.**

This purchase is within budget.

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- C. **Motion approving the purchase of the Ridgid SeeSnake CS10 Digital Recording Monitor system from Total Tool Supply, Inc. for \$11,100.94 for the Water Services Department.**

This purchase is within budget.

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- V. PERSONAL APPEARANCES
- VI. ORDINANCES

- A. Motion approving final reading of Bill No. 2017-69:  
**An ordinance approving a third amendment to the Intergovernmental Cooperative Agreement between the City of Belton, Missouri and the Belton-Cass Regional Transportation Development District.**

B. Motion approving both readings of Bill No. 2017-70:

**An ordinance authorizing and approving an affidavit of correction vacating and waiving right of the public in former right-of-way to Turner Road except that portion newly dedicated as public street and right-of-way in the final plat of Belton Gateway Addition Unit No. 2.**

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C. Motion approving first reading of Bill No. 2017-71:

**An ordinance of the city of Belton, Missouri authorizing the City Manager to enter into an agreement with Jim's Disposal Service, LLC for the provision of waste disposal services for the City of Belton, in accordance with the joint request for proposal with the City of Raymore, submitted for RFP 17-002.**

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VII. RESOLUTIONS

A. Motion approving Resolution R2017-22:

**A resolution approving an employer letter of support from the City of Belton in regard to the State of Missouri Department of Economic Development's Certified Work Ready Communities Initiative that recognizes the value of the National Career Readiness Certificate.**

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VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

XI. MOTIONS

XII. OTHER BUSINESS

A. **Review of May 2017 Financial Report**

B. **Proclamation for National Parks and Recreation Month – July 2017**

XIII. Motion to enter Executive Session to discuss matters pertaining to legal actions, according to Missouri Statute 610.021.1, and that the record be closed.

XIV. ADJOURN

# **SECTION IV**

## **A**

**MINUTES OF THE  
BELTON CITY COUNCIL  
REGULAR MEETING  
JUNE 13, 2017  
CITY HALL ANNEX, 520 MAIN STREET  
BELTON, MISSOURI**

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

Councilman Peek led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Ryan Finn, Jeff Fletcher, Gary Lathrop, Bob Newell, Lorrie Peek, Tim Savage, and Dean VanWinkle. Absent: Councilman Chet Trutzel. Also present: Alexa Barton, City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

**CONSENT AGENDA:**

Councilman Savage moved to approve the consent agenda consisting of a **motion approving the minutes of the May 23, 2017, City Council Regular Meeting; a motion approving Resolution R2017-19: A resolution reappointing Michael Thompson and Ronald Branan to the Enhanced Enterprise Zone Board; a motion approving the purchase of a 2017 Ford F350 1 Ton, Regular Cab, 4x4, from Joe Machens Ford Lincoln in Columbia, MO for \$29,381 and approving an equipment purchase for the truck for \$22,352.70 for a total of \$51,733.70 for the Transportation Department; a motion approving the purchase of a 2018 Ford F150 ½ Ton, Super Cab, 4x4, from Joe Machens Ford Lincoln in Columbia, MO for \$26,584 for the Water Services Department; a motion approving the purchase of a 2018 Ford F150 ½ Ton, Regular Cab, 4x4, from Joe Machens Ford Lincoln in Columbia, MO for \$24,794 for the Water Services Department; and a motion approving the purchase of a 2017 Ford F350 1 Ton, Regular Cab, 4x4, from Joe Machens Ford Lincoln in Columbia, MO for \$29,381 and approving an equipment purchase for the truck for \$22,352.70 for a total of ~~\$51,711.70~~ \$51,733.70 for the Water Services Department.** Councilman Lathrop seconded. Alexa Barton, City Manager, noted a scrivener's error on item F, last motion, for the purchase of a 2017 Ford F350 1 Ton, Regular Cab, 4x4, from Joe Machens Ford Lincoln in Columbia, MO for \$29,381 and approving an equipment purchase for the truck for \$22,352.70 for a total of \$51,711.70 for the Water Services Department. The total amount should have read \$51,733.70. Vote on the consent agenda was recorded with all present voting in favor. Councilman Trutzel absent. Consent agenda approved.

**PERSONAL APPEARANCES:**

Mayor Davis said there were some Boy Scouts in the audience tonight and Mayor Pro Tem Fletcher gave them each a City of Belton pin.

**ORDINANCES:**

Patti Ledford, City Clerk, gave the final reading of Bill No. 2017-64: **An ordinance authorizing and approving the first amendment to the Tax Increment Financing contract between the City of Belton and I-49 Investors, LLC for implementation of redevelopment project 1 of the Cedar Tree Tax Increment Financing plan.** Presented by Councilman Newell, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 8, Mayor Davis, Councilmen Savage, Newell, Peek, Fletcher, Finn, Lathrop, and VanWinkle; Noes: None; Absent: 1, Councilman Trutzel. Bill No. 2017-64 was declared passed and in full force and effect as Ordinance No. 2017-4363, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-65: **An ordinance amending Chapter 30 – Signs, Section 3 – Permits Required and Appendix A – Schedule of Fees and Charges, Part II of the Unified Development Code to consolidate and reflect sign permit fees.** Presented by Councilman Peek, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Newell, Finn, Lathrop, Mayor Davis, Councilmen Fletcher, VanWinkle, Peek and Savage; Noes: None; Absent: 1, Councilman Trutzel. Bill No. 2017-65 was declared passed and in full force and effect as Ordinance No. 2017-4364, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-66: **An ordinance amending the Unified Development Code Chapter 10, Article III, Sections 91 and 96 and amending the Code of Ordinances Chapter 14, Article I, Section 6 to consolidate and revise the duties and authorities of the building official for nuisance, building code and property maintenance violations.** Presented by Councilman Finn, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 8, Mayor Davis, Councilmen Savage, Lathrop, Newell, Fletcher, VanWinkle, Finn, and Peek; Noes: None; Absent: 1, Councilman Trutzel. Bill No. 2017-66 was declared passed and in full force and effect as Ordinance No. 2017-4365, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-67: **An ordinance amending the Unified Development Code Chapter 10, Article I, Section 2; Article III, Section 97; and amend Chapter 2, Article V, Section 119 to revise and clarify the appropriate appeal board for nuisance, building code and property maintenance violations.** Presented by Councilman Newell, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Peek, VanWinkle, Savage, Mayor Davis, Councilmen Newell, Finn, Fletcher, and Lathrop; Noes: None; Absent: 1, Councilman Trutzel. Bill No. 2017-67 was declared passed and in full force and effect as Ordinance No. 2017-4366, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-68: **An ordinance amending the Unified Development Code Chapter 28 – Performance Standards, Section 8 – Fences. Item (a) (1) to amend and revise the regulations on fences.** Presented by Councilman Finn, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Finn, Peek, Lathrop, Mayor Davis, Councilmen Fletcher, VanWinkle, Newell, and Savage; Noes: None; Absent: 1, Councilman Trutzel. Bill No. 2017-68, was declared passed and in full force and effect as Ordinance No. 2017-4367, subject to Mayoral veto.

Ms. Ledford read Bill No. 2017-69: **An ordinance approving a third amendment to the Intergovernmental Cooperative Agreement between the City of Belton, Missouri and the Belton-Cass Regional Transportation Development District.** Presented by Councilman Savage, seconded by Councilman Finn. Vote on the first reading was recorded with all present voting in favor. Councilman Trutzel absent. First reading passed.

#### **RESOLUTIONS:**

Ms. Ledford read Resolution R2017-20: **A resolution approving an application and agreement for American Public Works Association (APWA) re-accreditation of the City of Belton's Public Works Department.** Presented by Councilman Lathrop, seconded by Councilman Peek. Vote on the resolution was recorded with all present voting in favor. Councilman Trutzel absent. Resolution passed.

Ms. Ledford read Resolution R2017-21: **A resolution approving a Collective Bargaining Agreement of Articles IV, XII, XIII, XVI, XX, XXII, XXV, and Appendices C and E between the City of Belton and Local No. 42 – International Association of Firefighters.** Presented by Councilman Peek, seconded by Councilman Newell. Mayor Davis asked what this means. Ms. Barton said it means we have come to an agreement and we are going forward with the agreement with the best and last offer. Vote on the resolution was recorded with all present voting in favor. Councilman Trutzel absent. Resolution passed.



## **CITY COUNCIL LIAISON REPORTS:**

Councilman Lorrie Peek reported that Summerfest, which was held June 2, was a great success and a joint partnership with the Parks and City. It was well attended. Michael Doi, Public Works Director and Alexa Barton, City Manager, concurred it was well received and turned out very well.

## **MAYOR'S COMMUNICATIONS:**

Mayor Davis said bulky trash clean-up was this past weekend. Staff did a great job and it was well attended. Ms. Barton said city crews were there happily and were glad to provide this to our citizens. Councilman Robert Newell said he was there both days and city crews did a tremendous job.

Mayor Davis then asked Ms. Barton if the city goes to a single trash hauler if bulky trash would be provided. Ms. Barton said it is not currently part of the bid specifications. As of now, it would be an additional charge and be a separate agreement with the contractor.

Mayor Davis said Thursday at the High School ball field is the Chamber of Commerce Bats and Brews. There will be KC Royals retired players, KC Chiefs players playing against city staff and chamber members. Mayor Davis will be the honorary coach.

Councilman Fletcher announced the DARE Golf Tournament was last Thursday and was a great event. James Person, Police Chief, said it was the 25<sup>th</sup> Annual Tournament and thanked all that participated. They raised between \$10,000-\$11,000. Ms. Barton volunteered at the event and she said she had a great time, the weather was beautiful, and she hopes to see more city staff there next year as it is a worthy cause.

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

Ms. Barton reported that Jay Kennedy, Golf Course Manager, informed her they are finally receiving the settlement for damage to the golf range and he hopes to have it contracted out this year or by next spring.

Councilman Fletcher said since July 4 falls on a Tuesday this year, he would like to **move to approve July 3, 2017 as an additional holiday for city employees**. He said he makes this motion as our City employees are hard-working and helpful in what they do. In addition to our police and fire that are on devoted continual call; so are our Public Works employees who go the extra mile as we could see this last weekend when they worked Belton Clean-Up Days. **Councilman Peek seconded the motion**. James Person, Police Chief, reminded the Council that those in emergency services are not like other employees as they have to schedule time-off at another time as we are a 24/7 operation and when an extra holiday is granted there is a monetary cost involved. Vote on the motion was recorded with all present voting in favor. Councilman Trutzel absent.

## **OTHER BUSINESS:**

Councilman Peek said at the May 23 City Council meeting there was a personal appearance regarding the code issues at 401 Commercial. She asked if city staff is looking at addressing the issues.

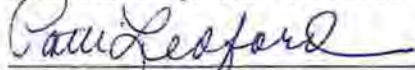
Jim Brown, Certified Building Official, said that he and the City Attorney met and they are sending out letters to all individuals involved on Commercial Street, pointing out violations in place and addressing it as a group and all parties involved. We hope to bring in the Council that represents the two wards in that area. We would love feedback and other comments. Councilwoman Peek said that sounds like a great idea. Councilman Savage said anything we can do to be proactive as it needs desperately to be dealt with.

Police Chief James Person announced Community Days starts tomorrow and runs through Saturday, June 17. There will be a parade Saturday, the Miss Belton contest is Friday and there will be carnival rides, beer garden, and fireworks on Saturday. The police department hosted a meeting on Monday and met with folks from BCPI, Inc., (event coordinators). Since we are partners in the event we want to make sure

the event is safe as possible for all attending and make sure city personnel are aware of what is taking place. Carnival rides will be inspected to make sure the rides are current with state inspection stickers. There will be the traditional food vendors and light shopping vendors.

Ms. Barton distributed the Council a handout created by Jim Brown, Certified Building Officials, on how to be a good neighbor, and highlighting certain code enforcement issues. She asked that the Council review it and if there are any comments please let her know. She also gave kudos to Jim Brown. The flyer will be placed in the water bills. Mayor Davis requested it also be put on Channel 2.

Being no further business, Councilman Lathrop moved to adjourn at 7:33 P.M. Councilwoman Peek seconded. All present voted in favor. Councilman Trutzel absent. Meeting adjourned.



Patti Ledford, City Clerk

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Jeff Davis, Mayor

# **SECTION IV**

## **B**





**FINANCIAL IMPACT**

Contractor:	SHI
Amount of Request/Contract:	\$ 3,322.80
Amount Budgeted:	\$35,200.00
Funding Source:	232-0000-4957400
Additional Funds	\$1,050.00
Funding Source	010-1600-400-3015
Encumbered:	\$5,588.39
Funds Remaining:	\$29,611.61

<b>TIMELINE</b>	Start: Now	Finish:
<b>OTHER INFORMATION/UNIQUE CHARACTERISTICS:</b>		

<b>STAFF RECOMMENDATION: Approve</b>
<b>OTHER BOARDS &amp; COMMISSIONS ASSIGNED:</b> Date: Action

Memo from Lt. Shriver  
 SHI – Quote  
 JMA – Quote  
 CDW-G - Quote



# Memo

**To:** Chief James R Person  
**From:** Lt. Norman Shriver  
**Date:** 04/25/17  
**Re:** Fortimail Email Device

In the current year's budget, money was allocated for a secure email system for the court and police department that provided encryption. CJIS and court rulings require certain emails to be sent in an encrypted format. After looking at the options, it was decided that the FortiMail 200E device by Fortinet would be the best solution. This would provide the encryption needed and provide other security measures for our email. It would also bring our email in house and would no longer be provided by a third party giving us more control over the system. I requested quotes on the device and installation. Below are those quotes.

SHI	\$3322.80	No install quote
JMA	\$3,826.79	\$1050.00
CDW-G	\$4,056.53	No install quote

All three quotes were for the same device and include 1 year 24x7 comprehensive support and 1 year of Fortinet's security suite for the device.

The municipal court administrator advised that she had budgeted money for this project as well since they too were required to have encrypted emails. It is my recommendation to purchase the device from SHI, in the amount of \$3322.80, as they are the lowest bidder for the same device and have the municipal court pay the installation cost of \$1,050.00. The municipal court administrator advised that she was fine with this. I also spoke with the sales representative from JMA who advised the installation cost would be the same whether we purchased the device from JMA or not.

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

Respectfully submitted

Lt. Norman Shriver



Pricing Proposal  
 Quotation #: 13219117  
 Created On: 3/29/2017  
 Valid Until: 4/30/2017

**City of Belton MO**

**IAE**

**Norman Shriver**  
 7001 E 163rd Street  
 Belton, MO 64012  
 United States  
 Phone: (816) 348-4416  
 Fax: (816) 348-4417  
 Email: nshriver@beltonpd.org

**Jon Pino**  
 290 Davidson Avenue  
 Somerset, NJ, 08873  
 Phone: 800-477-6479  
 Fax: 800-477-6479  
 Email: Jon\_Pino@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Fortinet FortiMail 200E - UTM Bundle - security appliance - with 1 year FortiCare 24X7 Comprehensive Support + 1 year FortiGuard - 10Mb LAN, 100Mb LAN, GigE - 1U - rack-mountable Fortinet - Part#: FML-200E-BDL-953-12	1	\$3,322.80	\$3,322.80
		Shipping	\$0.00
		Total	\$3,322.80

**Additional Comments**

Please note that all returns are subject to manufacturer/distributor approval and must be within 30 days of invoice date & factory sealed, unless defective.

The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.



Federal tax ID: 22-3009648  
 290 Davidson Ave.  
 Somerset, NJ 08873  
 Phone: 888-235-3871  
 Fax: 732-805-9669

Please remit payment to:  
 SHI International Corp  
 P.O. Box 952121  
 Dallas, TX 75395-2121  
 Wire information: Wells Fargo Bank  
 Wire Rt# 121000248  
 ACH Rt# 021200025  
 Account# 2000037641964  
 SWIFT Code: WFBIUS6S  
 For W-9 Form, www.shi.com/W9

**Invoice No. B06464507**  
 Invoice date 4/28/2017  
 Customer number 1021873  
 Sales order S45557950

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.  
 All returns require an RMA# supplied by your SHI Sales team.

**Bill To**  
 City of Belton  
 506 MAIN 5T  
 Belton, MO 64012  
 USA

**Ship To**  
 Belton Police Dept  
 7001 E 163rd St  
 Belton, MO 64012-4614  
 USA  
 249347/Norman Shriver

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
4/28/2017	Jon Pino/Ent-SLED	249347	UPS GROUND	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
31258961 FML-200E-BDL-953-12 Hardware Fortinet	Fortinet FortiMail 200E - UTM Bundle - security appliance Hardware Hardware Contract number: NCR	1	1	3,322.80	3,322.80

Sales Balance	3,322.80
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
<b>Total</b>	<b>3,322.80</b>
Currency	USD





Main: 913-722-3252  
 Fax: (913) 432-6667  
 Email: spierce@jmail.com  
 Web: www.jmail.com

**FortiMail Solution**

**Quote #007162**

**Prepared For**

Belton Police Department  
 Norman Shriver  
 7001 E 163rd St  
 Belton, MO 64012  
 nshriv@beltonpd.org  
 (816) 331-1500

**Prepared By**

Seth Pierce  
 Phone: 913-553-5802  
 Email: spierce@jmail.com

Hardware

Manufacturer	Part No.	MMID	Description	Qty	List Price	Sell Price	Extended Sell
Fortinet, Inc	FML-200E-BDL		FML-200E 8X5 FORTICARE CONTRACT	1	\$5,593.00	\$3,826.79	\$3,826.79
<b>Hardware Subtotal</b>							<b>\$3,826.79</b>

Services

Manufacturer	Part No.	MMID	Description	Qty	List Price	Sell Price	Extended Sell
JMA	JMA PS		JMA Professional Services	6	\$175.00	\$175.00	\$1,050.00
<p>This quote is based on a time &amp; material engagement. Client will only be billed for the actual hours that are used. Supplier is providing an estimate of time to complete the above deliverables. The Supplier will make best efforts not to exceed the estimated hours quoted. However, if unknown issues arise and the estimated time has been exhausted, Supplier will notify the Client of the situation immediately before moving forward. If approval is given to continue working through to completion, the additional time is required to resolve this issue, or complete specific tasks will be billed at the hourly rate. All rates and work are based on standard business hours between 8:00 AM-5:00 PM. If tasks exceed standard business hours or are required over the weekend or holiday, the hourly rate will be \$250/hour. Client should anticipate 7 to 10 days for Supplier resource availability. Once work is performed, Supplier will request acknowledgement of the completion via email. Client has 5 business days to respond to the acceptance request. If no response is provided after the 5 days, then Supplier will consider the non-response as acceptance and process the invoice accordingly. Invoices payment terms are net 30 days.</p>							
<b>Services Subtotal</b>							<b>\$1,050.00</b>

**Recap**

Description	Amount
Hardware	\$3,826.79
Services	\$1,050.00
<b>Total</b>	<b>\$4,876.79</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. In addition, the following terms and conditions apply:

- 1) Payment is due on a Net 30 basis.
- 2) Unless specified differently, maintenance pricing is on a per year basis.
- 3) Quote does not include sales tax. Any applicable sales tax charges will be included with invoice.
- 4) Quote does not include shipping/handling charges. Any applicable shipping/handling charges will be included with the invoice.
- 5) All returns are subject to JMA's return policy and may be subject to a restocking fee.
- 6) Quote valid for 30 days.
- 7) JMA Professional Services are available under a mutually agreed upon Statement of Work.

# QUOTE CONFIRMATION



**DEAR NORMAN SHRIVER,**

Thank you for considering CDW\*G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HVTT895	4/11/2017	HVTT895	7794055	\$4,056.53

QUOTE DETAILS					
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE	
Fortinet FortiMail 200E - UTM Bundle - security appliance Mfg. Part #: FML-200E-BDL-953-12 UNSPSC: 43222501 Contract: National IPA Technology Solutions (130733)	1	4053629	\$4,056.53	\$4,056.53	

<b>PURCHASER BILLING INFO</b>  <b>Billing Address:</b> BELTON POLICE DEPT ACCTS PAYABLES 7001 E 163RD ST BELTON, MO 64012-4614 Phone: (816) 331-5522 Payment Terms: Net 30 Days-Govt State/Local	<b>SUBTOTAL</b>	\$4,056.53
	<b>SHIPPING</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$4,056.53</b>
<b>DELIVER TO</b>  <b>Shipping Address:</b> BELTON POLICE DEPT NORMAN SHRIVER 7001 E 163RD ST BELTON, MO 64012-4614 Phone: (816) 331-5522 Shipping Method: DROP SHIP-GROUND	<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW*G SALES CONTACT INFORMATION		
	Eric McHugh	(877) 680-6948   <a href="mailto:ericmch@cdwg.com">ericmch@cdwg.com</a>

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
 For more information, contact a CDW account manager

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# **SECTION IV**

## **C**



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** 06/27/2017

**DIVISION:** Water Services

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

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

**ISSUE/RECOMMENDATION:**

The current 11-year-old SeeSnake push camera is in need of replacement. This camera uses VHS technology for recording of small sanitary sewer main inspections. The replacement of this item was approved in the FY2018 Wastewater budget. Quotes were received as follows: Total Tool Supply, Inc. = \$11,100.94; HDSFM dba USABlueBook = \$11,806.00; and KC Windustrial Company = \$ 12,323.10.

**PROPOSED CITY COUNCIL MOTION:**

Approve the purchase of the Ridgid SeeSnake CS10 Digital Recording Monitor system from Total Tool Supply, Inc. for \$11,100.94.

**BACKGROUND:**

Water Services uses the Ridgid SeeSnake push camera to inspect small sanitary sewer mains and service laterals. This device allows for detailed inspections by division staff. This device lowers the need for contractor inspection services, which saves time and money. The new system will allow one-touch recording of information to record snapshots and video directly to a USB stick. Once information is collected, it can be reviewed using a laptop computer. Copies are given to customers or City staff as needed. This device is used at least once a week for inspection needs. This equipment is available for other department needs.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Contractor:	Total Tool Supply, Inc.	
Amount of Request/Contract:	\$	11,100.94
Amount Budgeted:	\$	12,000.00
Funding Source:	WW 1811 #660-0000-495-7400	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	899.06

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

Approve the purchase of the Ridgid SeeSnake CS10 Digital Recording Monitor system from Total Tool Supply, Inc. for \$11,100.94.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Ridgid SeeSnake Digital Recording Monitor System Details Sheet

Ridgid SeeSnake Digital Recording Monitor System Quotes: Total Tool Supply Inc.; HDSFM dba USABlueBook; and K.C. Windustrial Company



# See Snake® CS10 Digital Recording Monitor

The CS10 Monitor combines durability with the easiest to use digital recording monitor in the industry. One touch recording allows you to record snapshots and video directly to a USB stick then hand it to your customer.



## Features

**USB Stick** - record digitally into a format that your customer can read on their computer.

**12.1" Daylight Readable Display** - easily monitor and record inspections in bright outdoor environments.

**Integrated Line Tracing** - trace the reel push cable with a RIDGID® locator (requires a RIDGID transmitter).

**Multi-Mode Recording** - take snapshots, record full frame video and record in a lean Auto-log video format (small files).

**Software Integration** - with See Snake HQ™, deliver your inspections in a wide array of formats from online to DVD.

## Specifications

Weight	13 lbs. (5.9 kg)
Length	14.3" (36.3 cm)
Width	11.9" (30.2 cm)
Height	12.4" (31.5 cm)
Display	12.1" daylight readable LCD
Resolution	640 x 480
Power Source	1 or 2 RIDGID 18V Advanced Lithium battery (optional) or AC plug

Audio	Integrated microphone and speaker
Video	AVI 20FPS - 720 x 480
Image	JPG - 720 x 480
Transfer	USB stick
Software	Includes See Snake HQ Software

### Includes:

39338	CS10 Monitor with 2 Batteries and Charger (115V)
39328	CS10 Digital Recording Monitor (115V)

# See Snake® Standard Camera

See Snake video inspection systems offer unmatched reliability and performance in a ruggedized package.



Each system offers:

- Choose See Snake standard camera or the self-leveling cameras for always upright images.
- 100% hardened stainless steel camera head spring assembly for optimum durability.
- Rugged, high-intensity lights for exceptional viewing and long life.
- Flexible transmitters make locating easy and are compatible with RIDGID® locators.
- Can be used with any See Snake monitor or recorder.
- 2" to 12" (5 – 30 cm) Lines up to 325' (99 m).
- Wide pipe diameter capacity range makes this system ideal for a wide range of inspection needs.

## Specifications

Line Capacity	2" - 12" (5-30cm)
Maximum Run	325' (99m)
Sonde	512 Hz
Weight	53 lbs. (19.5 kg)
Reel Frame Diameter	32" (81 cm)
Camera Diameter	1.365" (35 mm)
Camera Length	1.68" (42 mm)
Push Cable Diameter	.44" (11 mm)
Operating Temperature	-4° to 104°F (-20° to 40°C)
Waterproof Depth	330' (100 m)
Video Resolution	768(H) x 494(V)



275 SOUTHWEST BLVD KANSAS CITY, KS 66103  
 Phone: 913-722-7979 Fax: 913-722-7889

**Quotation**

QUOTE #	10233682
LOCATION	10
DATE	05/22/17 11:26
PAGE	1 of 1

**BILL TO**

020919  
 CITY OF BELTON  
 506 MAIN ST.  
 BELTON, MO 64012

**SHIP TO**

CITY OF BELTON  
 Customer Pick-Up,

QUOTE DATE 05/22/17	EXPIRE DATE 06/21/17	SALES REP 1004 /	CUSTOMER P/O NUMBER SEE SNAKE	PAYMENT TERMS 1 % 10 DAYS NET 30
WRITTEN BY PERRY, STEVEN K.		CONTACT JOE DON HARRELL	SHIP VIA CUSTOMER WILL CALL	

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
RI39338 RIDGE CS10 KIT W/ 2-BATT & CHARGER (115V)	1	4058.94	EA	4,058.94
RI13998 325FT 115V SEESNAKE WITH SELF- LEVELING COLOR REEL KD-325	1	7042.00	EA	7,042.00

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
11,100.94	0.00	0.00	0.00	0.00	11,100.94

QUOTATION  
HDSFM  
D/B/A USABLUEBOOK  
PO Box 9004  
Gurnee, IL 60031-9004  
Toll free: 1-800-548-1234  
Fax: (847) 689-3030

NO. 893141

Page 1

06/08/17

Ship-to: 1  
BELTON CITY OF  
  
1201 STREET BARN LN  
BELTON MO 64012-3109  
USA

Bill-to: 303996  
BELTON CITY OF  
  
21200 S MULLEN RD  
BELTON MO 64012-2514  
USA

REFERENCE # | EXPIRES | SLSP | TERMS | WH | FREIGHT | SHIP VIA  
CASE# CAS-2941B | 06/21/17 | CVA | NET 30 | 01 | FXD/PPD | DAYTON FREIGHT

QUOTED BY: CVA | QUOTED TO: JOE DON HARRELL

ITEM	DESCRIPTION	QUANTITY	UM	PRICE	UM	EXTENSION
121830	(LI) 325 Self Leveling SeeSnake	1	EA	7614.00	EA	7614.00
121832	(LI) CS10 Digital Recording Monitor w/Battery & Charger QUOTED WITH 2 BATTERIES AND CHARGER JOE DON HARRELL, 816-318-9320, 8-4 ** ALLOW 1-2 WEEKS AFTER ORDERING ** JOE DON HARRELL, 816-318-9320, 8-4	1	EA	4192.00	EA	4192.00

Any quoted item(s) without a 5 digit stock # is not normally stocked by USABlueBook and is not normally returnable for credit UNLESS it is determined to be defective and covered under the vendor's warranty. With this in mind, please carefully review this quote BEFORE ordering to be certain it is appropriate for your application. This quote and all sales by HD Supply Facilities Maintenance, Ltd. d/b/aUSABlueBook shall be governed exclusively by the Terms of Sale available at [hdsupplysolutions.com/terms](http://hdsupplysolutions.com/terms).

Please note that your order may be subject to applicable taxes based on current rates at the time your order is completed.

CONTINUED



QUOTATION  
 HDSFM  
 D/B/A USABLUEBOOK  
 PO Box 9004  
 Gurnee, IL 60031-9004  
 Toll free: 1-800-548-1234  
 Fax: (847) 689-3030

NO. 893141

Page 2

06/08/17

Ship-to: 1  
 BELTON CITY OF

Bill-to: 303996  
 BELTON CITY OF

1201 STREET BARN LN  
 BELTON MO 64012-3109  
 USA

21200 S MULLEN RD  
 BELTON MO 64012-2514  
 USA

REFERENCE #	EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
CASE# CAS-2941B	06/21/17	CVA	NET 30	01	FXD/PPD	DAYTON FREIGHT

QUOTED BY: CVA | QUOTED TO: JOE DON HARRELL

ITEM	DESCRIPTION	QUANTITY	UM	PRICE	UM	EXTENSION
------	-------------	----------	----	-------	----	-----------

TO ORDER --

For your convenience, you may simply sign below and return via fax to 847-689-3030. We will process your order promptly and fax a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department @ 800-548-1234. Please note any changes to the quantities or shipping address. Thanks for choosing USABlueBook.

Authorization Signature

PO Number (if required)

MERCHANDISE	MISC	TAX	FREIGHT	TOTAL
11806.00	.00	.00	.00	11806.00

USE THIS QUOTE # ON PO's!





4400 E 12TH STREET  
KANSAS CITY, MO 64127

PHONE (816) 842-9466  
FAX (816) 842-8436

<b>Quoted To Customer</b>
CITY COUNTER SALES 4400 E 12TH ST KANSAS CITY, MO 64127-1619
Phone (816) 842-9466 Fax

<b>Job Name</b>
Belton Camera & Monitor 2

Quote No.	Date	Page
0036143	5/22/17	1
Expiration Date		6/21/17
Revised Date		5/22/17
Bid Due Date		5/22/17

<b>Quoted By</b>
JOSH MARCOM JMARC@KCWINDUSTRIAL.COM (816) 842-9466

Customer	Payment Terms	Quoted To	Salesperson	FOB
000100	NET 30 DAYS	JOSH MARCOM	HOUSE ACCOUNT	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	1	RIDGID CS10 DIGITAL MONITOR 39338 W/ 2 BAT AND CHARGER	4207.4390		4207.44
2.0	1	RIDGID 13998 325' COLOR REEL SELF-LEVELING	8115.6585		8115.66

<b>Tax Area Id</b>	<b>Net Sales</b>	12,323.10
	<b>Freight</b>	.00
	<b>Tax</b>	.00
	<b>Quotation Total</b>	12,323.10

# **SECTION VI**

## **B**

**AN ORDINANCE AUTHORIZING AND APPROVING AN AFFIDAVIT OF CORRECTION VACATING AND WAIVING RIGHT OF THE PUBLIC IN FORMER RIGHT-OF-WAY TO TURNER ROAD EXCEPT THAT PORTION NEWLY DEDICATED AS PUBLIC STREET AND RIGHT-OF-WAY IN THE FINAL PLAT OF BELTON GATEWAY ADDITION UNIT NO. 2.**

**WHEREAS**, the City of Belton acquired public right-of-way by use over many years in Turner Road at the location depicted in the map attached and incorporated to this Ordinance as **Exhibit "A"**; and

**WHEREAS**, the City Council approved the Final Plat for the Belton Gateway Addition Unit No. 2, attached and incorporated to this Ordinance as **Exhibit "B,"** on May 10, 2016 under Ordinance No. 2016-4218 and the Final Plat was recorded with the Cass County Recorder on October 13, 2016 at Book 22, Page 77; and

**WHEREAS**, Final Plat described the location of the relocated, new section of Turner Road, however, the plat did not specifically state that a certain section of Turner Road and any and all right of public use to any former street right-of-way was vacated and waived; and

**WHEREAS**, the City Council believes that it is in the best interest of the City of Belton to clearly vacate public right-of-way and waive any public right of use in the former section of Turner Road as declared in the Affidavit of Correction herein attached and incorporated to this Ordinance as **Exhibit "C."**

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

**SECTION 1.** That the Affidavit of Correction, herein attached and incorporated to this Ordinance as **Exhibit "C,"** is approved.

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

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

**SECTION 4:** That the City Clerk shall record this Ordinance and Exhibits with the Cass County Recorder of Deeds.

READ FOR THE FIRST TIME: June 27, 2017

READ FOR THE SECOND TIME AND PASSED: June 27, 2017

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

Approved this 27<sup>th</sup> day of June, 2017.

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

ATTEST:

\_\_\_\_\_  
Patricia Ledford, City Clerk  
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 27<sup>th</sup> day of June, 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 27<sup>th</sup> day of June, 2017, after the second reading thereof by the following vote, to-wit:

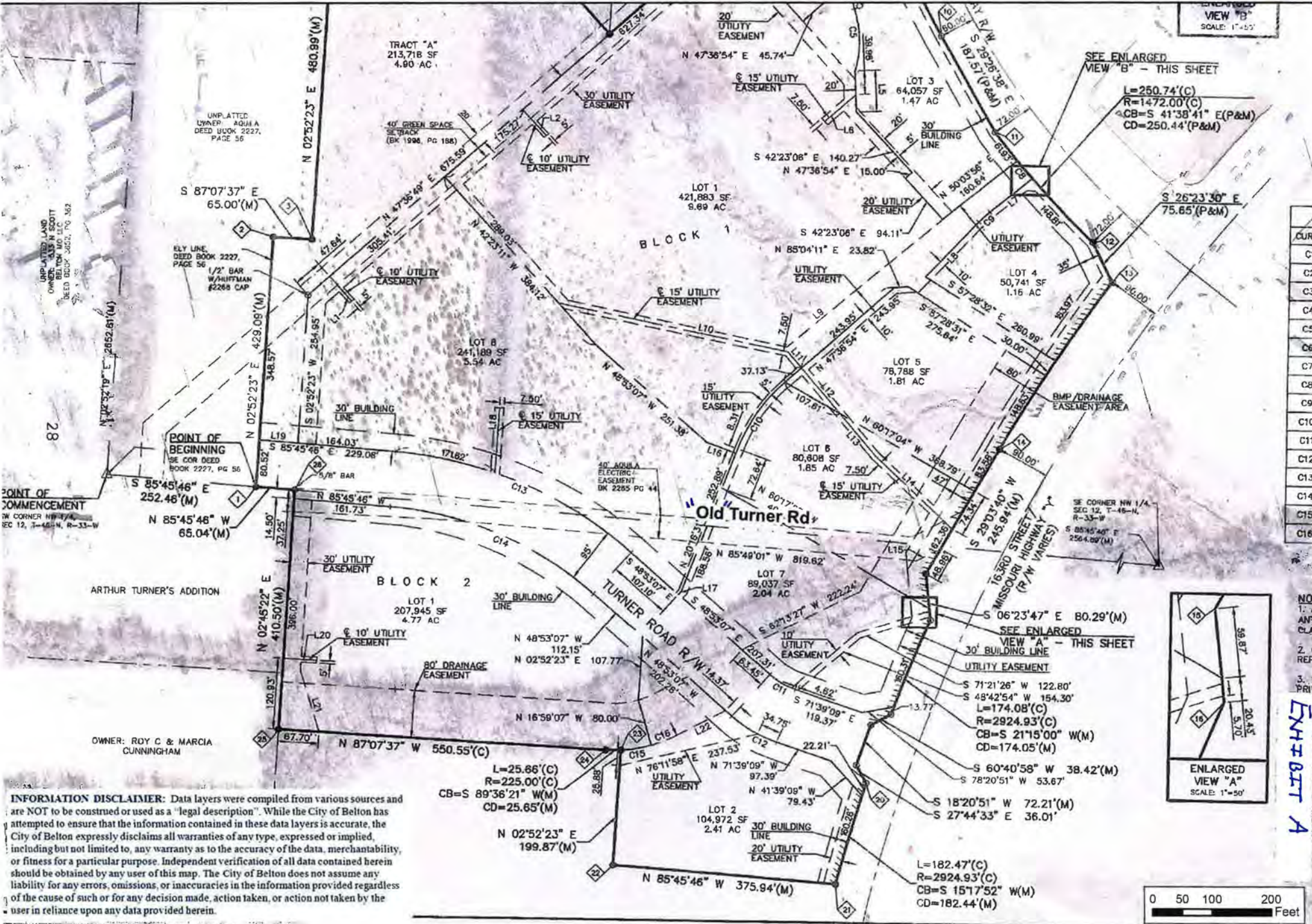
AYES:           COUNCILMEN:  
NOES:           COUNCILMEN:  
ABSENT:         COUNCILMEN:

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





# Turner Road



VIEW "B"  
SCALE: 1"=50'

SEE ENLARGED  
VIEW "B" - THIS SHEET

L=250.74'(C)  
R=1472.00'(C)  
CB=S 41°38'41" E(P&M)  
CD=250.44'(P&M)

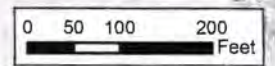
S 26°23'30" E  
75.65'(P&M)

- CUR
- C1
- C2
- C3
- C4
- C5
- C6
- C7
- C8
- C9
- C10
- C11
- C12
- C13
- C14
- C15
- C16



ENLARGED  
VIEW "A"  
SCALE: 1"=50'

- NO.
- 1. A
- 2. C
- 3. P
- EXHIBIT A



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

UNPLATTED LAND  
OWNER: JES N SCOTT  
DEED BOOK 2227, PG 56

UNPLATTED LAND  
OWNER: AQUILA  
DEED BOOK 2227,  
PAGE 56

POINT OF COMMENCEMENT  
IN CORNER NW 1/4,  
SEC 12, T-46-N, R-33-W

OWNER: ROY C & MARCIA  
CUNNINGHAM

TRACT "A"  
213,718 SF  
4.90 AC

ARTHUR TURNER'S ADDITION

LOT 1  
421,883 SF  
9.69 AC

LOT 2  
104,972 SF  
2.41 AC

LOT 3  
64,057 SF  
1.47 AC

LOT 4  
50,741 SF  
1.16 AC

LOT 5  
78,788 SF  
1.81 AC

LOT 6  
80,808 SF  
1.85 AC

LOT 7  
89,037 SF  
2.04 AC

LOT 8  
241,189 SF  
5.54 AC





FINAL PLAT  
**BELTON GATEWAY ADDITION UNIT NO. 2**  
 A SUBDIVISION IN THE CITY OF BELTON, CASS COUNTY, MISSOURI  
 SECTION 12, TOWNSHIP 46  
 RANGE 33

Recording Date: 10/13/2016 at 04:28:38 PM  
 Book: 22 Page: 77  
 Sub E: 0000  
 Type: PLAT  
 Fee: \$10.00 MISSOURI



**COORDINATE TABLE**

POINT #	NORTHING	EASTING	DESCRIPTION
1	96658.33	2762784.38	NOU
2	95724.87	2762755.88	NOU
3	95723.81	2762850.80	NOU
4	95738.00	276274.91	NOU
5	95791.38	2762572.61	NOU
6	95793.00	2762453.04	NOU
7	96760.00	2762973.56	NOU
8	96830.34	2768722.38	NOU
9	96785.90	2767765.54	NOU
10	96746.29	2767806.23	NOU
11	96745.64	2767894.43	NOU
12	96736.57	2767803.85	NOU
13	96738.03	276784.48	NOU
14	96688.83	2762011.10	DOU
15	96683.88	2762891.83	NOU
16	966814.10	2767956.58	NOU
17	966453.88	2767037.46	NOU
18	966433.88	2767803.98	NOU
19	966394.82	2767781.26	NOU
20	966333.83	2767798.03	NOU
21	966358.68	2767748.90	NOU
22	966184.43	2767324.58	NOU
23	966334.07	2767345.00	NOU
24	966383.80	2767306.58	NOU
25	966411.40	2767808.50	NOU
26	966621.50	2766828.24	NOU

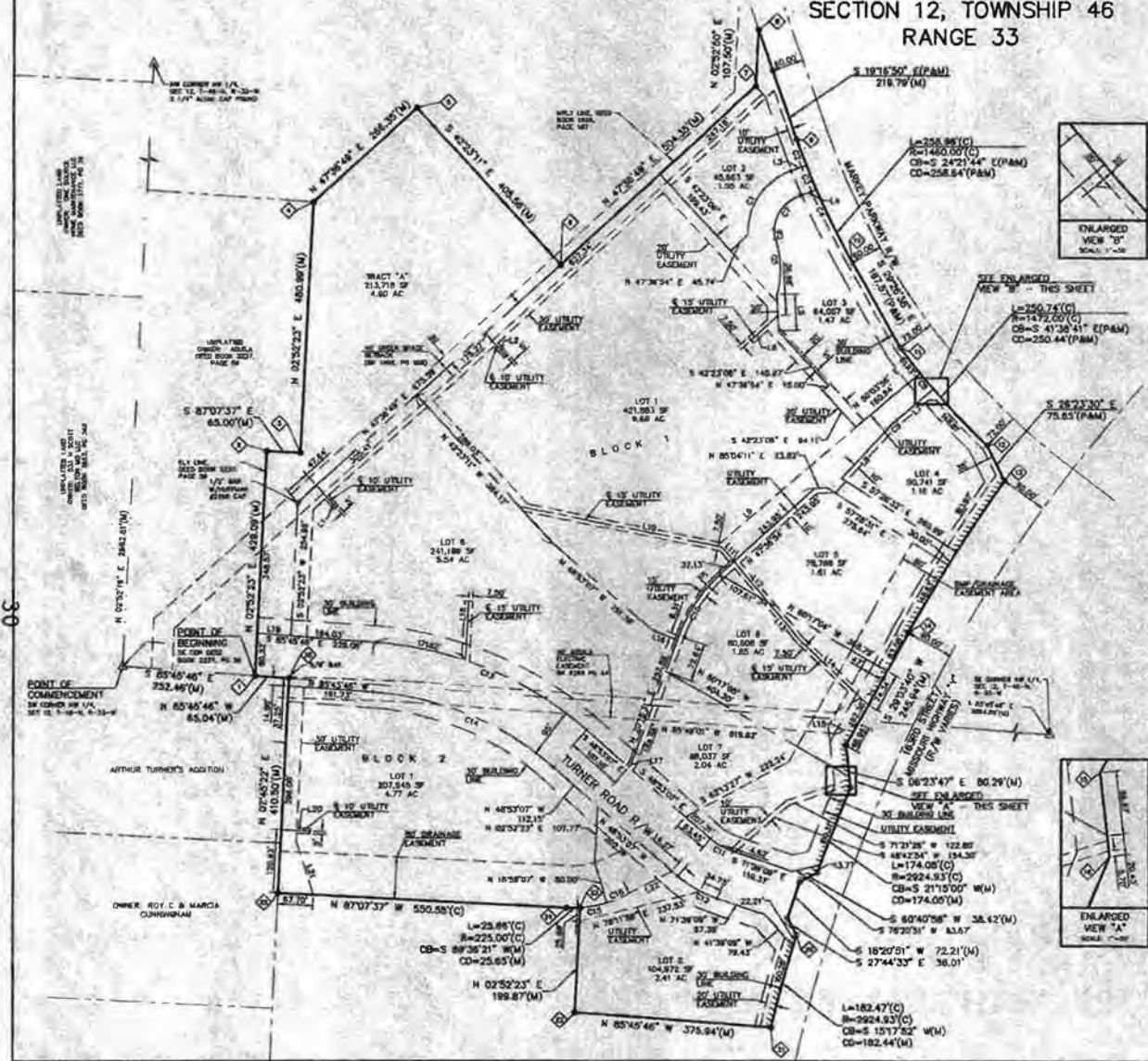
**CURVE TABLE**

CURVE	CHORD BEARING	CHORD LENGTH	TANGENT	RADIUS	DELTA	
C1	N 33°44'00" E	146.90	157.02	81.38	123.08	70°58'43"
C2	N 30°20'14" W	53.85	53.85	36.83	148.00	106°48"
C3	S 22°23'24" E	30.05	33.06	28.03	148.00	157°52"
C4	S 26°24'04" E	188.00	155.07	77.81	148.00	108°08"
C5	N 1°46'17" W	108.31	107.89	55.46	185.00	33°23'36"
C6	S 73°41'41" E	18.88	18.01	9.82	90.00	21°48'52"
C7	S 30°48'33" W	80.56	85.31	48.22	73.31	86°40'28"
C8	S 88°37'14" E	40.00	48.00	20.00	147.00	1°32'28"
C9	S 46°22'44" W	38.08	25.10	12.57	105.00	7°22'25"
C10	S 33°04'43" W	130.43	140.73	71.75	285.00	27°20'24"
C11	S 89°48'06" E	68.54	68.57	25.27	128.00	32°48'00"
C12	N 80°18'06" W	87.04	87.87	44.38	220.50	22°48'00"
C13	S 87°19'36" E	433.00	440.57	228.22	884.50	36°58'36"
C14	N 87°19'28" W	378.81	378.42	186.54	588.50	36°57'36"
C15	S 78°40'38" E	68.21	82.32	38.28	225.00	13°18'22"
C16	N 87°37'07" E	42.31	43.27	21.25	225.00	10°47'28"

**NOTE:**  
 1. ALL LOT PINS ARE TO BE SET UPON COMPLETION OF CONSTRUCTION, INDICATED COMPLETELY AUGUST 2017. (LOT PINS NOT SHOWN FOR CLARITY)  
 2. CITY OF BELTON WILL NOT BE RESPONSIBLE FOR ANY PAVING LOT REPAIR REQUIRED AS A RESULT OF PUBLIC UTILITY MAINTENANCE  
 3. ALL STREAM BERGATION AND BMP AREAS ARE TO BE MAINTAINED PRIVATELY AND IN POSITIVE FLOW  
 4. THIS FINAL PLAT IS ONE COMPONENT OF THREE DOCUMENTS REQUIRED FOR BELTON GATEWAY UNIT NO. 2. DEVELOPMENT PLAN SHEETS AND REDEVELOPMENT AGREEMENT ARE RECORDED CONTEMPORANEOUSLY WITH THIS FINAL PLAT.  
**FLOOD STATEMENT:**  
 SUBJECT PROPERTY IS LOCATED IN "OTHER AREAS ZONE X" ON THE FLOOD INSURANCE RATE MAP FOR THE CITY OF BELTON, CASS COUNTY, MISSOURI. MAP NUMBER 29037C 0009 F, REVISED DATE JANUARY 2, 2013. "OTHER AREAS ZONE X" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN" LOCATION DETERMINED BY A SCALED GRAPHICAL PLOT OF THE FLOOD INSURANCE RATE MAP

**KAW VALLEY ENGINEERING, INC.**  
 3718 NORTH JACKSON I-90 BOX 1394  
 ANTONIO CITY, MISSOURI 63411  
 (816) 782-9988 / FAX (816) 782-7744  
 kawvalley.com / www.kawvalley.com  
 ANTONIO CITY, MO / KANSAS CITY, MO / LENEXA, MO / SALEM, MO

DATE OF PREPARATION: JULY 15, 2016 PROJECT NO. A13-8441-2 SHEET 1 OF 2  
 KAW VALLEY ENGINEERING, INC. IS AUTHORIZED TO OFFER SURVEYING SERVICES BY MISSOURI STATE CERTIFICATE OF AUTHORIZATION NO. 066214, EXPIRES 12/31/17



### Affidavit of Correction

STATE OF MISSOURI , COUNTY OF CASS :

I, Jason R. Loader, a Professional Land Surveyor No. 2010018904, employed by Kaw Valley Engineering, Inc., hereby certify that the Final Plat of BELTON GATEWAY ADDITION UNIT NO. 2 as filed in Plat Book "22", Page 77 (2 pages), Cass County, Missouri Recorder of Deeds office and prepared by Kaw Valley Engineering, Inc. has the following corrections:

STREETS: STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS STREET RIGHT-OF-WAY, ARE HEREBY SO DEDICATED.

**SHOULD READ:**

STREETS: STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS STREET RIGHT-OF-WAY, ARE HEREBY SO DEDICATED. BY THIS PLAT, THE CITY VACATES AND WAIVES ANY AND ALL RIGHT OF THE PUBLIC IN AND TO ANY FORMER STREET RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, ANY RIGHT, IN AND TO TURNER ROAD, EXCEPT THAT PORTION SPECIFICALLY SHOWN AS A STREET ON THIS PLAT.

Jason R. Loader  
P.L.S. #2010018904



State of Kansas, County of Geary:

Subscribed and sworn to before me this 12<sup>th</sup> day of June, 20 17, by Jason R. Loader.



Shantelle L. Means  
Notary Public

My appointment expires:

12-30-2019



ACCEPTANCE BY THE CITY OF BELTON, MISSOURI

This Affidavit of Correction has been accepted by the City of Belton by and through presentation and approval of the City Council under Ordinance No. \_\_\_\_\_ on June 27, 2017.

BY: \_\_\_\_\_

Mayor Jeff Davis

ATTEST:

\_\_\_\_\_

Patti Ledford, City Clerk

STATE OF MISSOURI )

CITY OF BELTON ) ss.

COUNTY OF CASS )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me appeared, Jeff Davis, who being, by me duly sworn, did say that he is the Mayor of the **CITY OF BELTON, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_

Notary Public

(SEAL)

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

# **SECTION VI**

## **C**

**AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JIM'S DISPOSAL SERVICE, LLC FOR THE PROVISION OF WASTE DISPOSAL SERVICES FOR THE CITY OF BELTON, IN ACCORDANCE WITH THE JOINT REQUEST FOR PROPOSAL WITH THE CITY OF RAYMORE, SUBMITTED FOR RFP 17-002.**

**WHEREAS**, on July 28, 2014 the City of Belton declared their intent to enter into the business of solid waste collection for residential areas within the City; and

**WHEREAS**, such regulation and standardization of solid waste collection is best accomplished through the grant of an exclusive franchise contract for residential solid waste collection that shall not commence collection for at least two years from the effective date of the notice and shall exercise the option to contract for the provision of services within three years from the effective date of the notice; and

**WHEREAS**, the City authorized and directed the giving of said notice regarding the City's intent to each private entity which provides/d solid waste collection services to fifty or more residential accounts or within the city, all in accordance with Missouri Revised State Statute, 260.247; and

**WHEREAS**, the City Council finds the regulation and standardization of the collection of solid waste within the City of Belton may eliminate duplication of services and reduce inordinate truck traffic and associated wear and damage to public and private streets as well as promote uniformly high quality practices and operating standards in the best interest of the health, safety, and welfare of the residents of the City; and

**WHEREAS**, to provide quality solid waste disposal service for the citizenry at an economically competitive rate, the City has issued a joint Request for Proposals identified as RFP 17-002, with the City of Raymore, Missouri, in order to benefit from economies of scale and avoid overlap in service dates; and

**WHEREAS**, Jim's Disposal Service, LLC, an entity organized and existing under the laws of the State of Missouri, with its offices located at 930 N. Chestnut Trafficway, Kansas City, MO 64120 submitted a complete proposal under RFP 17-002 has been determined to be the lowest, best, responsive bidder to provide the desired quality and economically competitive rates for the solid waste services sought; and

**WHEREAS**, City staff has negotiated the terms of the proposed contract with Jim's Disposal Service, LLC specifically as it relates to the needs of the City of Belton for which approval is herein sought; and

**WHEREAS**, the City Council finds that this agreement is in the best interest of the City of Belton and positively promotes the health, safety and welfare of the City.

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



**Section 1.** The City Council hereby approves this Agreement and authorizes the City Manager to execute the contract attached hereto as **Exhibit "A"** for and on behalf of the City of Belton.

**Section 2.** The City Manager is authorized to approve payments, charges and billing services for the solid waste disposal services provided to the City of Belton and its citizens.

**Section 3.** The City Manager is authorized and directed to work with representatives of Jim's Disposal Service, LLC in transitioning to centralized solid waste disposal services in the months preceding the commencement of said services.

**Section 4.** Effective Date. This Ordinance shall take effect and be in full force from and after its passage and approval.

**Section 5.** Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

READ FOR THE FIRST TIME: JUNE 27, 2017

READ FOR THE SECOND TIME AND PASSED: JULY 11, 2017

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

\_\_\_\_\_  
Patricia Ledford, City Clerk  
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day 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: June 27, 2017

DIVISION: ADMINISTRATION

COUNCIL:  Regular Meeting     Work Session     Special Session

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

**ISSUE/RECOMMENDATION:**

Award of Contract – Solid Waste Disposal – Jim’s Disposal Service, LLC

**PROPOSED CITY COUNCIL MOTION:**

Approve Ordinance awarding contract for Solid Waste Disposal, as outlined, to Jim’s Disposal Service, LLC

**BACKGROUND/JUSTIFICATION:**

On July 28, 2014 the City of Belton declared their intent to enter into the business of solid waste collection for residential areas within the City in accordance with Missouri Revised State Statute, 260.247. The statute outlines that an exclusive franchise contract for residential solid waste collection shall not commence collection for at least two years from the effective date of the notice and shall exercise the option to contract for the provision of services within three years from the effective date of the notice. Given the time provided, a task force (2 councilmen, citizens and staff) was convened to provide feedback to the Mayor and Council on the pros/cons of centralized solid waste collection.

They found the regulation and standardization of the collection of solid waste within the City of Belton promotes uniform practices and operating standards and may be in the best interest of the health, safety, and welfare of the residents of the City. In addition, with respect to residential properties throughout the City, would most probably eliminate duplication of services and reduce inordinate truck traffic and associated wear and damage to public and private streets.

In order to provide quality solid waste disposal service for the citizenry at an economically competitive rate, staff issued a Request for Proposal (RFP) to provide services beginning January 1, 2018. At the same time as staff was preparing the Request for Proposal, it became known the City of Raymore was going to be issuing their own RFP for the same services. The two city staffs joined together to issue one joint RFP to take advantage of the economies of scale that would be realized by giving a single bidder the opportunity to serve the entire area.

While a single RFP was issued, the responding contractors were made aware of and understood that each city would issue its own contract for final award.

Six companies responded to the RFP. One of the six was deemed to be "non-responsive" in that they did not provide a bid bond or notification that they had received Addendum #1 and #2 to the RFP.

Base bid amounts at-a-glance:

Company	Base Bid (Monthly)	Company	Base Bid (Monthly)
Jim's Disposal	\$12.41	WCA	\$14.89
Municipal Waste Service	\$13.75	K.C. Disposal	\$15.47
Constable Sanitation	\$14.60	Republic Services	\$21.75

The three low bidders for these services were invited to clarify elements of their proposals and to allow them to outline how they intend to provide the various services required in the contract. This included items such as type of trucks, schedule of pickup, carts to be provided, cart "program", dispatching and customer support services, along with reporting layout and any restrictions on service.

Following interviews and after completion of reference/background checks of all proposing companies, staff recommends award of this contract to Jim's Disposal Service, LLC. This company provided the overall low and best proposal with the monthly bid amount of \$12.41-per resident for weekly basic services of solid waste, recycling, and 10-month yard waste pickup.

Term: 3 year contract commencing January 1, 2018

The contract allows for two, one-year extensions beyond the initial three year period providing both parties agree.

Elements of the Proposal: Carts-

Each resident will be provided with a 65 gallon solid waste and a 65 gallon recycling cart. Rehrig Pacific will be conducting the trash cart "program" for Jim's Disposal Service. They are located in Desoto, Kansas. Their program will include extensive contact with residents to allow them to change cart sizes prior to delivery if they wish. Residents can choose different cart sizes in writing, on-line, or by telephone. The calendar calls new carts delivery in December, 2017.

Pickup Days-

Residential pickup in Belton will occur on Mondays/Tuesdays.

NOTE: Trash service will occur on holidays as Jim's Disposal Service does not recognize any holidays.

Solid Waste- Unlimited

Residents will still be permitted to put out trash in addition to what is in the cart or without use of a cart at all. Solid waste not in a cart will still need to be placed in trash bags.

Recycling- Unlimited

Cart size is the same as solid waste to try and encourage more recycling, but residents can order a smaller or larger cart through the program previously discussed. Residents can put out recycling that doesn't fit into the cart.

Yard Waste- Unlimited

Yard waste shall be placed at the curb. Yard waste definition applies (grass clippings, leaves, vines, hedges, and shrub trimmings, tree trimmings, and tree limbs). Also, yard waste shall be placed in a biodegradable sack with limbs separately bundled not to exceed 3' in length and 18" in diameter. Yard waste will be picked up on the normal solid waste and recycling day for a resident from March 1 through December 31.

**Large Household Waste (Bulky) Item Curb Pickup- 2 per year**

Jim's Disposal Service will be providing two, free of charge, city-wide large household waste (bulky item) pickup days per year as part of the contract. 1 pickup in Spring and 1 pickup in Fall. Residents will be able to set out up to five items on these days including white goods; however there is a limitation of only one refrigerator per residence for each pickup. Further details and information of pickup items will be provided to residents.

NOTE: In addition to the 2 curbside pickups, the City of Belton will continue to hold a Bulky item drop-off day in the spring for those items that are not covered by the contract. In addition, the City will continue to co-sponsor Household Hazardous Waste (HHW) day on an annual basis with the City of Raymore.

**Special Item Pickup-**

Residents will pay \$25 for each item of bulky pickup outside the scheduled dates to be provided. The resident will contact Jim's Disposal Service directly and they will be billed independently for this service. If an item is "scavenged" prior to pickup, the resident will not be charged.

The City of Belton will charge residents per month exactly what the contract amount is from the contractor at \$12.41/month. At this time, there are no other fees assessed to the residents for this service.

**Additional Information:**

In May, 2017, staff contacted local providers for rates. Below is a brief outline of information provided.

Company	Trash	Recycling	Yard Waste	Env'l Service Charge %	Quarter
Waste Management	26.67 (month)	\$3	None	Yes	123.00
WCA	63.82 + 2/Admin fee	Area specific	None		65.07 (lease another can: \$5/month)
KC Disposal	20.00	5.00	\$7.50		60.00/75.00+
	65 Gal	18 Gal.	For 5 stickers		

**STAFF RECOMMENDATION:**

Staff recommends award of contract to Jims Disposal Service, LLC

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Contract





**CONTRACT FOR WASTE COLLECTION SERVICES**  
**City of Belton**  
**Residential Waste Collection**

This Agreement is made this 11th day of July, 2017, between Jim's Disposal Service, LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 930 N. Chestnut Trafficway, Kansas City, MO 64120, hereafter referred to as the **Contractor**, and The City of Belton, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 506 Main Street, Belton, Missouri, 64012, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of July 11, 2017 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

**ARTICLE I**  
**THE WORK**

Contractor agrees to perform all work and provide all materials as specified in Request for Proposals RFP 17-002, the work as described in Appendix A of this contract, and the General Terms and Conditions in Appendix C, commonly referred to as General Terms and Conditions and according to the Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFP 17-002, including insurance and termination clauses as needed or required. The work as specified in Appendix A, may commence upon scheduling and approval of the City.

The awarded Contractor shall agree to offer the prices and the terms and conditions offered herein to the City of Raymore, Missouri and the City of Belton, Missouri as part of a joint proposal. Each jurisdiction that is a party to the joint proposal has the authority to act independently as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payment and handle disputes involving its own jurisdiction. If either City cancels their contract before the expiration of the three (3) year term contemplated herein, Contractor shall maintain the same prices, terms and conditions provided herein for the non-cancelling City through the remainder of the contractual term, or until cancelled as otherwise provided herein.



ARTICLE II  
TIME OF COMMENCEMENT AND COMPLETION

This contract is effective as of July 11, 2017 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments. The City desires to enter into a contract for three (3) years. The work as specified under this contract would begin January 1, 2018 and continue through December 31, 2020, unless cancelled by the City according to the provisions in Article VII of this contract, or extended as provided for hereinafter.

Upon satisfactory performance by the Contractor, this contract may be automatically extended for two (2) contract extensions of one (1) year each (starting January 1, 2021 and January 1, 2022, respectively) at the same terms as provided for herein. Rates for services under any extension period shall be controlled by the provisions of Article IV below.

ARTICLE III  
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents and for the monthly and special pickup charges as outlined in Proposal Form E attached.

The City agrees to pay the Contractor as outlined below and subject to deductions provided for in Articles IV and VI.

ARTICLE IV  
CONTRACT PAYMENT

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

The Contractor will bill the City monthly for the number of residential pickups performed. The contractor will monthly provide a list of addresses where services were performed to be verified by the City billing department.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor.

The City shall pay the Contractor within 30 days of receipt of invoice.

After the initial contract year, increases in charges imposed by the Contractor for the next year shall be controlled by the Refuse Rate Index calculated according to the provisions of Appendix B. The City shall be notified by July 1st each year of any increases that may occur pursuant to the Refuse Rate Index. If not notified of any proposed change in price, along with the calculations produced by the Refuse Rate Index, by said date the price will remain unchanged for the next year.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix C.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing to the Missouri Department of Labor and Industrial Relations when making payments to Contractor under this Contract.

#### ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix C to the Contract.

#### ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly (and within 7 days of receiving notice thereof) repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired (within 7 days of receiving notice thereof), the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

## ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Manager, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of, or delay in performance of this agreement. The City and the Contractor shall agree upon any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement. In the event Contractor is unable to perform, the Contractor shall notify the City accordingly and shall cooperate with the City to establish alternative collection and disposal efforts, including but not limited to sub-contractors or temporary assignment of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor. Contractor shall not assign its responsibilities to any subcontractor without the prior written agreement of the City.

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

Contractor agrees to comply with all applicable Department of Transportation, federal, state, county, and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and

Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations aforementioned.

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

#### ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via certified mail, facsimile or e-mail. If the Contractor fails to correct any default after notification of such defaults, the City shall have the right to immediately cancel and/or terminate this agreement by giving the Contractor sixty (60) days written notice, and delivered via certified mail, facsimile or e-mail. In the event this agreement is terminated with cause, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

Without Cause – The City may cancel or terminate this agreement at any time without cause by providing sixty (60) days written notice, by certified mail, facsimile or e-mail to the Contractor. In the event that this agreement is terminated without cause, the City shall pay for all work completed through the effective date of cancellation.

Any contract cancellation notice shall not relieve the Contractor of the obligation to delivery and/or perform on all outstanding requirements of this agreement and orders issued prior to the effective date of cancellation.

Waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of same to be performed by the Contractor of the term, covenant or condition, the city shall be entitled to invoke any remedy available to it under the Contract or by law despite any such forbearance or indulgence.

No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

#### ARTICLE IX DEFAULT AND REMEDIES

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties. The arbitrator may allocate damages, costs, and reasonable attorneys' fees between the parties.



- A. If Contractor shall be in material default or breach of any material provision of this agreement, City may terminate this agreement pursuant to Article VIII, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor sixty (60) days written notice and opportunity to cure such default or breach.
- B. If City shall be in material default or breach of any material provision of this Contract, Contractor may terminate this contract or suspend Contractor's performance after giving City sixty (60) days written notice and opportunity to cure such default or breach.

ARTICLE X  
WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications.

Contractor shall comply with the "Customer Service Standards" as established by Appendix A item 16 of this agreement. Following correction Contractor shall immediately inform the City representative of corrective action.

ARTICLE XI  
AFFIDAVIT OF WORK AUTHORIZATION

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

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

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

ARTICLE XII  
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise.

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

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

**CITY OF BELTON, MISSOURI**

By: \_\_\_\_\_  
Alexa Barton, City Manager

Attest: \_\_\_\_\_  
Patti Ledford, City Clerk

(SEAL)

**JIM'S DISPOSAL SERVICE, LLC**

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

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

Attest: \_\_\_\_\_



**APPENDIX A**  
**SCOPE OF SERVICES AND SPECIAL PROVISIONS**

**Residential Waste Collection**  
**CITY OF BELTON, MISSOURI**  
**RFP 17-002**

The solid waste collections service shall conform to all City of Belton ordinances regarding solid waste, yard waste, and recyclables and the following specifications or better.

1. Residential Dwelling Unit – is defined as 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.
2. Excluded Residential Dwelling Units – Any residential dwelling unit 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 shall be excluded from this contract. At this time the City has identified the following communities/subdivisions which shall be considered Excluded Residential Dwelling Units. These communities are listed as follows:

Crown Communities  
1325 E. Cambridge

Lazy Acres  
401 Leisure Lane

Oakhill  
1501 N. Scott Avenue

Peaceful Homes  
533 N. Scott Avenue

Plaza Acres  
803 Plaza Acres

Southfork  
1301 N. Scott Avenue

Springdale Lake  
5 Springdale Drive

Tuscany Village  
305 ½ N. Scott Avenue

An exact list of those addresses within these communities/subdivisions which shall be excluded will be agreed upon by the City and the Contractor prior to the beginning of services as outlined in this contract. This list may be expanded by ten (10) days written notice provided to Contractor by the City.

3. Curb Collection – The Contractor shall provide solid waste, yard waste, and single-stream commingled recyclables, collection removal and disposal service to all residential dwellings (including condominiums) within the corporate limits of the City, except as to the Excluded Residential Dwelling Units. There shall be once a week collection of solid waste, yard waste, and recyclables from the curb of the premises. On collection days all refuse containers and items of refuse shall be placed at a designated collection point. The Contractor will not be required to collect refuse from the inside of the buildings. As listed above, the City has eight (8) communities that shall be excluded from these services and shall not have charges assessed against the units within them. Contractor will have no responsibility for pickup within them.
4. House line Service to Hardship Customers – Hardship Customers shall be defined as medically disabled or elderly residential customers as approved by the City. A list of Hardship Customers shall be provided by the City to the Contractor and updated at least monthly with notice to the Contractor as provided herein. The Contractor shall collect once weekly from each Hardship Customer the solid waste, recycling, and yard waste placed in front of the Hardship Customer’s residence, anywhere between the residence and the street. Carts and containers of Hardship Customers shall be returned to the original point of placement in front of the Hardship Customer’s residence.
5. Collection Vehicles – Contractor and if used Subcontractors shall furnish the necessary vehicles for the collection of solid waste, yard waste, and recyclables in non-leakable vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded.
6. GPS Service Availability – Contractor shall utilize GPS technology to monitor truck location and vehicle stops on collection routes. Contractor shall supply the City with online access to the GPS service for monitoring if contracted to do so.
7. Definitions – Whenever the terms “solid waste,” “yard waste,” or “recyclables” is used in these specifications, it shall be construed as follows:

Solid Waste: All semi-solid and solid waste derived from and during the procurement, storage, processing, cooking and consumption of food materials of animals, vegetable or synthetic origin which are intended for and are used by residents, for the refreshment or sustenance of human beings or animals. Solid waste shall not include dead animals, animal parts, household hazardous waste such as wet paint, pesticides, strong clean air agents, tires, auto batteries, and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits, part of trees, bushes and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of

buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size dimension, and shape require more than one man for removal.

Potential Recyclables means the following:

**Containers:**

- Aluminum and metal food cans
- Aluminum trays and foil
- Aseptic packaging and gable top containers (milk and juice cartons)
- Steel cans and tins

**Plastics:**

- PET soda, milk, water, and flavored beverage bottles (#1 clear and green plastic resin)
- HDPE detergent and fabric softener containers (#2 colored plastic resin)
- PVC narrow neck containers only (#3 plastic resin)  
Examples include health and beauty aid products, household cleaners
- LDPE grocery containers (#4 plastic resin)  
Examples include margarine tubs, frozen dessert cups, six and twelve pack rings)
- PP grocery containers (#5 plastic resin)  
Examples include yogurt cups, narrow neck syrup and ketchup bottles
- #7 plastic resin grocery – narrow neck containers only

**Paper:**

- Newspaper, including inserts (remove plastic sleeve)
- Magazines, catalogues and telephone books
- Kraft (brown paper) bags
- Office, computer, notebook and gift wrap paper
- Chipboard (cereal, cake and food mix boxes, gift boxes, etc.)
- Carrier stock (soda and beer can carrying cases)
- Junk mail and envelopes
- Paperback books (does not include hard cover books)
- Cardboard (no waxed cardboard)
- Telephone Books

Yard waste: Yard waste includes grass clippings, leaves, vines, hedges and shrub trimmings, tree trimmings, and tree limbs. Residents may bundle limbs with twine or rope (bundle dimensions must not exceed 3-feet in length and 18-inches in diameter.) Yard waste does not include dirt or rocks.

Large Household Items: Large household items mean those items other than normal household trash including, but not limited to: appliances, furniture, and any other items which cannot be safely and conveniently loaded into a solid waste transportation vehicle. Specifically excluded are concrete and bricks, vehicle parts, tires, abandoned cars and car parts, whole trees, and construction materials.

8. Special Pick-Ups – shall be defined as large household items as defined above and any other items that cannot be disposed of at landfills, not including hazardous waste. Property owner must schedule the pick-up with the contractor with at least 48-hour notice, prior to pick-up. Contractor shall provide contact name, phone number and email address. This information will be placed on the City website for residents to contact regarding said pick-ups. Each pick-up of this type will be billed to the resident. Construction materials generated by building contractors or residents are not a part of this pick-up. Building contractors or residents would be expected to secure roll-off service independent of this contract for pick-up of construction materials.
9. Christmas Tree Disposal – The Contractor will be required to pick up Christmas trees at the curb during the month of January on the resident’s regular yard waste collection day.
10. Holiday Schedule – Contractor has agreed on “No Holidays” to be included in contract.
11. Collection Routes – The Contractor shall establish routes for the collection of solid waste, yard waste, and recyclables. The Contractor’s collection schedule and collection routes shall be filed with the City Manager, or their designee as provided in writing.
12. Collection Times – No collection shall be made before 7:00 a.m. or after 7:00 p.m., except by express authorization of the designee of the City. No regular collections shall be made from any types of premises on weekends. Saturdays may be permitted for special pickup events and missed pickups from the regular pickup day.
13. Residential Containers – Solid waste refuse may be stored in standard trash containers. Contractor shall supply a 65-gallon trash container and a 65-gallon recycle container. If a residence has more solid waste than can fit into the standard trash container, they will be permitted to also place trash bags with solid waste, or recyclables next to the containers or in a similarly sized container purchased by the resident and the Contractor will be required to pick those up as well. Recyclables shall be stored in standard containers supplied by the Contractor, one per dwelling unit. Yard waste shall be stored in biodegradable paper bags supplied by the resident or bundled with twine or rope. If Contractor utilizes tags/stickers for yard waste pick up then Contractor shall provide information on the cost and process for purchase of additional tags/stickers and shall coordinate any educational materials for residents through the City.
14. Cleanliness – In the collection of solid waste, yard waste, and recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. Contractor will not be allowed to transfer solid waste, recyclables, or yard waste from truck to truck in residential areas except where small pickup trucks are utilized in certain areas of the City and need to dispose their loads into a larger vehicle. Any locations within the City where Contractor intends transfer solid waste, recyclables or yard waste from small pickup trucks to larger vehicles must be pre-approved by the City, in writing. In addition, the Contractor will not be allowed to store containers of any kind



in common areas or in the City right-of-way. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of receipt to the satisfaction of the City.

15. Contractor Report Daily – The Contractor shall designate a supervisor for collection crews working within the City to assure the duties of such crews are completed per the contract between the City and the Contractor. At least once daily in the a.m. and possibly a second in the p.m., a responsible representative of the Contractor shall make a written report to the City designee to receive any complaints regarding said collection service. In addition, the supervisor must be accessible via a cell phone between the hours of 7:00 a.m. and 7:00 p.m. on days when collections are made in the City. The cell phone number shall be available to the City designee of the City for direct contact but not for use by the general public.
16. Customer Service Standards – All complaints received by the Contractor or the City before 1:00 p.m. shall be resolved by 6:00 p.m. on the day the complaint was received by Contractor. All complaints received by Contractor after 1:00 p.m. shall be resolved by noon the following day. If a pickup is missed and confirmed between the City and Contractor fails to resolve the complaint within the timeframes allowed, a penalty of \$150.00, for each unit missed, will be assessed and deducted from the Contractor's billing. The Contractor shall maintain a daily log of all complaints received and the time that the complaint was resolved. The Contractor shall provide a monthly report to the City, which will include copies of the daily reports of complaints and resolutions for the prior month.
  - A. The City will be the sole judge as to the sufficiency of the work performed by Contractor.
  - B. In the event of an emergency or failure by the Contractor to be able to adequately perform residential waste collection services, the Contractor shall immediately contact the City designee of the City. If a live voice-to-voice conversation is not possible, the Contractor shall contact the Police Department for the City. The Contractor shall follow the instructions of the City to insure the public health, safety and welfare of the City.
17. Customer Service Center – The Contractor will operate and maintain a Customer Service Center with the following minimum standards; 1) open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, during such time, all calls must be answered by a Customer Service Representative; 2) during all other times, calls to the Customer Service Center will be received by an answering service or machine; 3) the Contractor shall implement procedures approved by the City whereby complaints can be received via fax, e-mail and website.
18. Insurance – The Contractor shall provide a certificate of insurance which shall indemnify and hold harmless the City from any liability, claim, damage or cause of action which may be sustained by or asserted against the City, directly or indirectly, or in any manner arising out of the performance or failure or performance on the part of the Contractor, and shall cover each vehicle used in the work covered by this agreement. The General Terms and



Conditions section in Appendix C of this contract outline the specifics of the coverage to be provided. The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried in a firm or corporation satisfactory by the City and duly licensed or permitted to carry on such business in the State of Missouri and the City. Such insurance policy or policies shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended, or terminated without sixty (60) days prior written notice having been given the City. All certificates of insurance shall specifically list the City as an additional insured with respect to the policies related to the specifications and the Contract Agreement.

19. Laws – The Contractor will be required to obtain all licenses and permits and comply with all ordinances provided in the City of Belton Code of Ordinances. The Contractor shall at all times comply with all ordinances and regulations of Cass County, and any rules and regulations issued by the State of Missouri.
20. Volume Report – Prior to the fifteenth of the each month, the Contractor shall complete the trash/recycling/yard waste monthly volume report for the prior month. In addition, the Contractor shall make recommendations as to how they can increase the tonnage of recyclable material. No payment shall be sent to the Contractor where the City pays the bill unless the volume report is current and submitted in the format used on the attached Proposal Form G.
21. Administration and Billing – Pricing should assume that the City will be responsible for the billing component to the residents of the City. The contractor will send a single monthly bill to the City and be paid within 30 days of the receipt of such bill. Base charge billing will be handled by City staff. Special pickups priced separately from the base pricing will be billed by the contractor directly to the residential customer. The City will grant the successful bidder the exclusive franchise for a period of three years to provide these services to the City residents.

This contract and the appendices attached hereto may be utilized for purposes of negotiating and entering into waste service arrangements between contractor and other municipal entities within Cass County, Missouri so long as the same does not alter the current pricing structure, administrative and billing arrangements and the provision of services provided to the City. Under this provision, Contractor may negotiate alternative pricing with other Municipal entities.

## **REQUIRED SERVICES TO BE PROVIDED**

The contractor shall have the responsibility to collect, haul and dispose of all household trash, recyclable and yard waste between 7:00 a.m. and 7:00 p.m. These items will be collected in properly identified trucks. (“Properly identified trucks” means the name, address, and phone number of the Contractor and designation of type of material being collected must be displayed on the truck.) All these services, vehicles, equipment, and collected materials, as described below, are to comply with Missouri Solid Waste Law and local City and County regulations.

- A. Trash to be picked up once a week in Contractor or Resident supplied containers, or sealed trash bags from the curb line from residential dwelling units (as defined on page 15).
- B. Recyclables are to be picked up once a week in Contractor supplied containers from the curb line. Refer to recyclables definition as defined in the RFP for those items that are defined recyclable. Contractor to indicate which items are recycled in their program on the Proposal Form E.
- C. Yard waste is to be picked up once a week in biodegradable paper bags. Limbs can be bundled and placed at the curb for pick-up. This service will be made available weekly from March 1st to December 31st to the residents. Limbs/bushes will be securely bundled in less than 18 inches diameter. Maximum length should be 36 inches and not more than sixty (60) pounds in weight. Christmas tree pickup available in January each year. Christmas trees should be cut in half if the length is more than 8 feet. All tinsel, lights and ornaments must be removed from Christmas trees.
- D. There will be no scavenging by the Contractor or subcontractor, if used, or his authorized personnel.
- E. Large household items will be collected by Contractor from the curb free of charge twice a year in spring and fall as part of this contract. Additional large household item pickups may be scheduled with Contractor by residents on an "on call" basis. The resident will need to call or e-mail the Contractor with his/her address so the Contractor can schedule a pick-up. Charges for the service will be billed directly to the resident by the Contractor. Contractor and City shall work together for providing scheduling of the two (2) large household item pickup dates and notifying the residents accordingly.

**APPENDIX B  
REFUSE RATE INDEX**

Using the most recent publications of the source documents identified below, the “Refuse Rate Index” adjustment shall be calculated in the following manner:

1. The expenses of performing residential refuse collection and disposal services for the designated period shall be prepared in the attached format (Operating Cost Statement – Description) of this Attachment.
2. The expenses of performing residential refuse collection and disposal services shall be broken down into the following five cost categories: Labor; Fuel; Vehicle Replacement; Maintenance; and All Other. Each cost category is assigned a weighted percentage factor on that cost category’s proportionate share of the total of the cost shown for all costs categories.
3. The following indices are used to calculate the adjustment for each cost category. The change in each index is calculated on a twelve-month period in accordance with the terms of the Contract.

Cost Category	Index of Source Documents
Labor	Employment Cost Index, Compensation for Service Producing Industries. Source: Monthly Labor Review, U.S. Bureau of Labor Statistics
Fuel	Producer Price Index, Light Fuels Oils – #2 Diesel Fuel (0573-03). Source: Producer Price Index, U.S. Bureau of Labor Statistics
Vehicle Replacement	Producer Price Index, Truck & Bus Bodies – Refuse & Garbage (Packer Type) (3713-139). Source: Producer Price Index, U.S. Bureau of Labor Statistics
Vehicle Maintenance	Producer Price Index, Industrial Trucks & Tractors – Parts (3537-3). Source: Producer Price Index, U.S. Bureau of Labor Statistics
All Other	$\frac{3}{4}$ Consumer Price Index, U.S. City Average (Unadjusted, All Urban Consumers, All Items.) Source: Consumer Price Index Detailed Report, U.S. Bureau of Labor Statistics

4. The percentage weight for each cost category is multiplied by the change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each cost category are added together to calculate the Refuse Rate Index (see example attached).

Refuse Rate Index (Continued)

Operating Cost Statement – Description

Operating Costs

Labor: List all administrative, officer, operation and maintenance salary accounts.  
List payroll tax accounts directly related to the above salary accounts.

Fuel: List all fuel and oil accounts.

Vehicle Replacement: List all Collection and Collection related vehicle depreciation accounts.  
List all vehicles lease or rental accounts related to Collection or Collection related vehicles.

Vehicle Maintenance: List all Collection or Collection related vehicle parts accounts.

All Other: List all other expense accounts related to the services provided under this Contract. This category includes all insurance including general liability, fire, truck damage, extended coverage and employee group medical and life; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; office supplies, postage; trade association dues and subscriptions; advertising; employee retirement or profit sharing contributions; and miscellaneous other expenses.

**Refuse Rate Index  
Example**

Cost Category	Weight	Index	Source	% Change for year	Weighted Percentage Change
Labor	42.13%	Employment Cost Index, Compensation for Service Producing Industries	Monthly Labor Review, Bureau of Labor Statistics	0.75%	0.31%
Fuel	5.75%	Producer Price Index, Light Fuel Oils – #2 Diesel Fuel	Producer Price Index, Bureau of Labor Statistics	-6.09%	-0.35%
Vehicle Replacement	7.89%	Producer Price Index, Trucks & Bus Bodies – Refuse & Garbage (Packer Type)	Producer Price Index, Bureau of Labor Statistics	5.15%	0.41%
Vehicle Maintenance	8.28%	Producer Price Index, Industrial Trucks & Tractors	Producer Price Index, Bureau of Labor Statistics	3.28%	0.27%
All Other	35.95%	¾ Consumer Price Index, U.S. City Average (unadjusted), All Urban Consumers, All Items	Consumer Price Index Detailed Report, Bureau of Labor Statistics	2.52%	0.68%
<b>TOTAL</b>	<b>100.00%</b>				<b>1.32%</b>



**APPENDIX C  
GENERAL TERMS AND CONDITIONS**

**A. Procedures**

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the City designee or their authorized representative (s). The Contractor shall not comply with requests and/or orders issued by any other person. The City designee will designate authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

**B. Contract Period**

The City desires to enter into a contract for three (3) years, subject to the two (2) extensions for one (1) year each as authorized herein. The awarded contractor shall agree to offer the prices and the terms and conditions offered herein to the City of Raymore, MO and the City of Belton, MO as part of a joint proposal. Each jurisdiction that is a party to the joint proposal has the authority to act independently as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payment and handle disputes involving its own jurisdiction.

**C. Insurance**

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage's for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Belton by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Belton shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

**1. General Liability**

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability forms including Product/Completed Operations.

**Minimum Limits**

**General Liability:**

\$1,000,000	Each Occurrence Limit
\$100,000	Damage to Rented Premises
\$5,000	Medical Expense Limit
\$1,000,000	Personal and Advertising Injury
\$2,000,000	General Aggregate Limit
\$1,000,000	Products & Completed Operations
\$50,000	Fire Damage Limit

**2. Excess/Umbrella Liability**

\$5,000,000	Each Occurrence
\$5,000,000	Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits Automobile Liability:

\$1,000,000	Combined Single Limit
\$1,000,000	Each Occurrence Limit
\$5,000	Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability.

\$1,000,000 from a single carrier

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

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

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

G. *Invoicing*

The Bidder shall submit invoices to the City, in duplicate, for services outlined above in Appendix A on a monthly basis.

H. *Notice*

Except as may be otherwise specifically required herein, all notices to be given according to this agreement shall be in writing and may be given, served or made by delivery in person to the addressee, e-mail, or by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this agreement from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to City: City of Belton, 506 Main Street, Belton, MO 64012, ATTN: City Manager

If to Contractor: Jim's Disposal Service, 930 Chestnut Trafficway, Kansas City, MO 64120

I. *Educational Materials*

Contractor shall assist and cooperate with City in the delivery of any educational or information materials regarding the costs, charges, provision of services, scheduling of pickups for regular, bulk, recyclable, or yard waste and any other services provided by Contractor under the terms of this agreement.

J. *Severability*

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

K. *Applicable Laws*

This contract shall be governed in all respects by federal law and the laws of the State of Missouri. All work performed shall be in compliance with all applicable City codes.

L. *Drug/Crime Free Work Place*

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

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

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

M. *Escalation of Fees*

After the initial contract year, the Refuse Rate Index may be used to determine any increases that would occur for the following years. The City shall be notified by July 1 each year of any increases that may occur and shall be provided with the completed Refuse Rate Index calculations as shown on the example in Appendix B. If not notified by said date the price would hold for the next year.

N. *Permits*

The successful Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this RFP. Included in these permits will be the "Occupational License and/or Business License" required of all contractors doing business within the City limits. This permit can be obtained from the office of the City Clerk located at 506 Main Street, Belton, Missouri 64012.

O. *Rejection of Bids*

The City reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. The City further reserves the right to negotiate with any and all bidders or others for more favorable terms or prices including alternates to the bond, and to award the contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest best and most responsive bid, and to select the bid deemed most advantageous to the City.

P. *Release of Information*

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

Q. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the Purchasing Specialist of Raymore and the Finance Director for Belton, in the amount of \$10,000.00 must accompany each proposal. An unacceptable bid security may be cause for rejection of the proposal by either, and/or both the City of Raymore and the City of Belton. No bidder may withdraw his bid for a period of thirty (30) days after the date of opening of bids.

R. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of \$200,000.00, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents for a period of sixty (60) days, and upon the prompt payment by the Contractor to all persons supplying labor and materials in



the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Missouri. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

S. *Payment Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of \$200,000.00, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents for a period of sixty (60) days. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

T. *Affidavit of Work Authorization and Documentation*

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

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

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



**PROPOSAL FORM A**  
RFP 17-002

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

I (authorized agent) Charles Byrd having authority to act on behalf of (Company name) Jim's Disposal Service, LLC do hereby acknowledge that (Company name) Jim's Disposal Service, LLC will be bound by all terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Jim's Disposal Service, LLC

ADDRESS: 930 N Chestnut Trafficway  
Street

ADDRESS: Kansas City Missouri 64120  
City State Zip

PHONE: (816) 221-1932

E-MAIL: ccbyrd2613@att.net ebyrd@iimsdisposal.com

DATE: 5/8/2017  
(Month-Day-Year)

Charles Byrd  
Signature of Officer/Title

DATE: 5/8/2017  
(Month-Day-Year)

Charles Byrd

Indicate Minority Ownership Status of Bidder (for statistical purposes only):  
Check One:

- MBE (Minority Owned Enterprise)  
 WBE (Women Owned Enterprise)  
 Small Business

**PROPOSAL FORM B**  
RFP 17-002

**CONTRACTOR DISCLOSURES**

*The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.*

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes No x

2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes No x

3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes No x

4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes..x No

5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes No x

6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes No x

7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes No x

8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes x No

*\*With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*

9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes No x

10. Has the Firm been the subject to any bankruptcy proceeding? Yes No x

## **Legal Matters**

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

Yes  No      If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months?

Yes  No      If yes, provide details in an attachment.

## **Required Representations**

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm will possess all applicable professional and business licenses required for performing work in the City.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the City if awarded the Contract work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.
7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

**PROPOSAL FORM C**  
RFP 17-002

**EXPERIENCE / REFERENCES**

To be eligible to respond to this RFP, the proposing firm must have business experience for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City. \*Please list any Municipalities that you have done work for in the past 48 months.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person
- Telephone Number
- Project Name, Amount and Date completed

COMPANY NAME	The City of Smithville, Missouri
ADDRESS	107 West Main Smithville, MO 64089
CONTACT PERSON	Steven Garrett
TELEPHONE NUMBER	:(816)532-3897
PROJECT, AMOUNT AND DATE COMPLETED	!Residential Solid Waste/Recycle Collection !Total Value \$1,262,448.00 !Q ate Com eted 12/31/2017

COMPANY NAME	The City of Kansas City, Mo
ADDRESS	14 East nln St. Kansas City, MO 64106
CONTACT PERSON	!Michael Shaw
TELEPHONE NUMBER	816)513-6995
PROJECT, AMOUNT AND DATE COMPLETED	IEV0846 Residential Solid waste Collection North Zone !Current Monthly Total \$310,577.46 !Date 5/2009-current!YRrovidi service

COMPANY NAME	!city of Kansas City, Mo
ADDRESS	[414 East 12th St. Kansas City, MO 64106
CONTACT PERSON	!Michael Shaw
TELEPHONE NUMBER	(816)513-6995
PROJECT, AMOUNT AND DATE COMPLETED	IEV0703 Residential Curbside Recycling Collection North Zone Current Monthly Total \$140,383.18 !Date 5/2009-current!Y_Qrovidin_g service

COMPANY NAME	Waste Management
ADDRESS	12601 Midwest Drive Kansas City, Kansas 66111
CONTACT PERSON	[Paul Howe
TELEPHONE NUMBER	913)208-0739
PROJECT, AMOUNT AND DATE COMPLETED	!The Kansas City School District- Solid waste contract !Annual Amount \$22,629.36 !Date Com_ lleted 12/31/2016

COMPANY NAME	!Kansas City Area Transportation KCATA
ADDRESS	1200 East 18th Street Kansas City, MO 64108
CONTACT PERSON	!Kurt Wagner
TELEPHONE NUMBER	18/ 16)346-0319
PROJECT, AMOUNT AND DATE COMPLETED	1#14-7025-36 Litter Removal and Disposal Service Bus Stops ri'total Value \$1,574.898.00 Date 9/1/2014- currently providing service

State the number of Years in Business:   1  ,   8  ,    s,   

State the current number of personnel on staff:  87



**PROPOSAL FORM D**  
RFP 17-002

Proposal of Jim's Disposal Service, LLC, organized and existing under the law of the State of  
(Company Name)  
Missouri doing business as a partnership (\*)

To the Cities of Belton and Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 17-002 - Residential Waste Collection.

This work is to be performed in strict accordance with the Agreement, Scope of Services and Special Provisions and all Appendices, including addendum number(s) 1&2, issued thereto, receipt of which is hereby acknowledged for the prices shown on the attached Proposal Form E.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

(\*) Insert "a corporation, a partnership, or an individual" as applicable.

## Residential Waste Collection

### PROPOSAL FORM E CONTRACTOR ADMINISTRATION AND BILLING

Pricing for the items below shall reflect once per week pickup and once per month billing of a single residence as defined under "Residential Dwelling Unit" of the RFP:

The charge listed below assumes yard waste and recyclables mandatory (whether or not the customer takes advantage of those items, they will be charged):

Monthly charge for curbside pickup of solid waste, yard waste, and recyclables:

Monthly Charge: \$12.41 **per Residential Dwelling Unit**. Charge to residential customer for each Special Pick-Up as defined on page (14) of this RFP: Charge per Special Pick-Up: \$25.00 per item (bill to resident) **per Residential Dwelling**.

Unit. Monthly charge for GPS monitoring option per residential dwelling unit:

Monthly Charge: 12.41

### PICK UP SCHEDULE AND ROUTES

Include a list of what day/days pick up would occur for the City of Raymore and the City of Belton.

Include a list of routes.

Belton Monday/Tuesday  
Raymore Wednesday/Thursday

#### Optional Proposal:

Trash & Recycling without Yard waste \$10.91 per residential dwelling until



Kim Quade CPPB  
Purchasing Specialist  
City of Raymore  
100 Municipal Circle  
Raymore, MO 64083

May 9, 2017

RE: Questions: Form B and Form B

Dear Ms. Quade,

Per our conversation today regarding questions on Form B & B, and cover letter

**Form B Question:** Unit monthly charge for GPS monitoring option per residential dwelling unit.

**Answer:** Monthly charge is \$12.41 no additional cost for the GPS monitoring.

**Cover Letter Question:** Will pricing be the same for a 45 gallon or a 65 gallon trash and recycle?


**Answer:** Pricing will remain the same for the 45 gallon and 65 gallon on both trash and recycle.

**Form B Question #4:** Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project?

**Answer:** Yes, in June of 2015 Jims Disposal failed to complete a route. We were the subcontractor of this project we did incur liquidated damages. Please see the attached letter.

Ms. Quade, I hope that I have answered and clarified all your questions. Should you need additional information please feel free to contact me.

Sincerely,

  
Eartha Byrd  
Vice President  
Jims Disposal Service, LLC

***Your Trash Is Our Business!***

930 N. Chestnut Hwy | Kansas City, Missouri 64120 | Phone 816.221.1932 | Fax 816.221.0052 | [www.jimsdisposal.com](http://www.jimsdisposal.com)

**SECTION VII**  
**A**

**R2017-22**

**A RESOLUTION APPROVING AN EMPLOYER LETTER OF SUPPORT FROM THE CITY OF BELTON IN REGARD TO THE STATE OF MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT'S CERTIFIED WORK READY COMMUNITIES INITIATIVE THAT RECOGNIZES THE VALUE OF THE NATIONAL CAREER READINESS CERTIFICATE.**

**WHEREAS**, The City of Belton is a member of Cass County Corporation for Economic Development (CCCED); and

**WHEREAS**, CCCED has applied to the State of Missouri, Department of Economic Development to become a Missouri Certified Work Ready Community for the purpose of demonstrating the number of qualified workers available; and

**WHEREAS**, CCCED's application has been accepted and granted the status of "In Progress"; and

**WHEREAS**, one of the criterion that must be met to become a Certified Work Ready Community is to demonstrate employer commitment within the County; and

**WHEREAS**, the City of Belton is a major employer in Cass County as well as a leader in this initiative; and

**WHEREAS**, by signing an Employer Partnership Letter, Belton states recognition of the value of the National Career Readiness Certificate as an indicator of workforce skills.

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

**SECTION 1.** That a pledge of support via an Employer Partnership Letter, herein attached and incorporated to this Ordinance as Exhibit A, for the Missouri National Career Readiness Certificate Program is hereby approved and the Mayor is authorized and directed to execute the letter on behalf of the City.

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

Duly read and passed this 27<sup>th</sup> day of June, 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, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 27<sup>th</sup> day of June, 2017 and adopted at a regular meeting of the City Council held the 27<sup>th</sup> day of June, 2017 by the following vote, to wit:

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

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

# **EXHIBIT A**

# Missouri's National Career Readiness Certificate Employer Partnership Letter

By completing this form, your business communicates support of the ACT WorkKeys® Assessment System and the National Career Readiness Certificate™ (NCRC) as the credential to document essential work-related skills in support of the county becoming a Certified Work Ready Community.

(Complete this form online at: <http://workreadycommunities.org/business/form>)

## Employer Support:

- We agree to recognize the value of the NCRC as an indicator of workplace skills and will accept and/or request the NCRC when hiring and/or promoting in our organization.\*
- We give permission to use our organization's name and logo in public awareness efforts to promote the NCRC.

## Employer Information: (All information required)

Business Name City of Belton

Contact Name Carolyn Yatsook

Contact Title Economic Development Specialist

Contact Phone Number 816-331-4331

Contact Email Address cyatsook@belton.org

Contact Website (if applicable) www.belton.org

Address 506 Main St.

City Belton County Cass State MO Zip 64012

Number of Employees \*\* 179 Industry Local Government

Employer Signature \_\_\_\_\_ Date \_\_\_\_\_

Please send this letter to:

CWRC Director, Division of Workforce Development  
421 E. Dunklin Street, Jefferson City, MO 65101  
Fax: (573) 751-8162 • Email: [cwrc@ded.mo.gov](mailto:cwrc@ded.mo.gov)



[www.NationalCareerReadiness.org](http://www.NationalCareerReadiness.org)

The National Career Readiness Certificate logo is a registered trademark of ACT, Inc.

\*NOTE: Please refer to the NCRC *Employer Handbook* published by ACT.

\*\*Number of Employees

Missouri Division of Workforce Development is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Missouri TTY Users can call (800) 735-2868 or dial 7-1-1.

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CITY OF BELTON  
CITY COUNCIL INFORMATION FORM

MEETING DATE: June 27, 2017

ASSIGNED STAFF: Jay C. Leipzig, AICP- Director- Community and Economic Development

<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input 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"/> Public Hearing

**ISSUE**

The Missouri Work Ready Communities initiative is centered on identifying and demonstrating the number of qualified workers available in a given community and at what skill level based upon the National Career Ready Certificate (NCRC) developed by ACT. The NCRC places attention on, and tests for, three critical skills: reading for information, applied mathematics and locating information.

Workforce development is a top priority to the State of Missouri’s Department of Economic Development. The State of Missouri is partnering with ACT and is encouraging all Counties in the State of Missouri to become a Certified Work Ready Community (CWRC) to ensure that Missouri remains competitive to both existing businesses as well as new business attraction.

**REQUESTED COUNCIL ACTION**

Approve the Resolution authorizing the City of Belton to complete the Employer Partnership Letter in support of the ACT WorkKeys Assessment System and the NCRC. This letter states that the City of Belton recognizes the value of the program as an indicator of workplace skills and will accept or request the NCRC when hiring employees.

**BACKGROUND**

The City of Belton is a member of Cass County Corporation for Economic Development (CCCED). Bill Brown, Director of CCCED, submitted an application to the State of Missouri to become a Certified Work Ready Community (CWRC). The application was accepted on November 10, 2016. Cass County has been granted the status of “In Progress”.

Moving forward, CCCED has organized a cross agency team of elected officials, educators, local employers, economic development, and chamber leaders from individual cities within the county, who are now the Steering Committee for this initiative. The City of Belton is being represented by Mayor Jeff Davis and Carolyn Yatsook, Economic Development Specialist.

Evidence of strong commitment from Cass County employers is a criterion for certification. We must have 99 employers agree to recognize the value of the National Career Readiness Certificate as an indicator of workplace skills. The City of Belton is one of Belton’s major employers.

**STAFF RECOMMENDATION**

Pass the Resolution to complete the Employer Partnership Letter that extends the City of Belton’s support.

**ATTACHMENTS**

National Career Readiness Resolution  
Employer Partnership Letter (Exhibit A)

Cass County CWRC – Employer Recruitment Flyer  
ACT National Career Readiness Certificate – Employer Brochure



# CASS COUNTY CORPORATION

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## ECONOMIC DEVELOPMENT

### **Why should employers support Cass County's ACT Certified Work Ready Community (CWRC) efforts?**

#### **1. Zero costs to employers**

Whether you show support through a "Partnership Letter" for our efforts to become CWRC or even better utilize the ACT WorkKeys® program, there is absolutely zero costs to employers. The expenses of administering the WorkKeys assessments are all handled through existing partners of ACT.

#### **2. Improve your candidate pool**

Once potential candidates complete the ACT WorkKeys® assessment, a standard National Career Readiness Certificate (NCRC) credential level is earned. Employers then have a better understanding of each candidate's strengths as well as areas for improvement to better match them to jobs that fit those skills.

#### **3. Higher skilled candidates**

With the ACT WorkKeys® assessment and NCRC credential levels, Employers have access to a proven system that can better match your desired skills to qualified job candidates. This allows employers and business owners to focus on what they do great: running their business.

#### **4. Shorter learning curve**

Training new hires can be more streamlined now that they have a standard NCRC credential level broken down by essential work skills. As a potential option, an ACT WorkKeys® authorized "Job Profiler" can analyze the tasks and skill levels for specific jobs and link them to the skills measured by WorkKeys®. From there, an Employer's trainers and trainees make appropriate decisions about jobs, identify strengths, and set training goals.

#### **5. Keep better qualified employees**

Retention of a qualified workforce now has reinforcement as Employers can proactively assist employees with career development goals by helping them to fill skill gaps and improve skillsets through ACT WorkKeys®. Employers can now allocate training resources and even promotion decisions based in part on assessment outcomes produced by WorkKeys®.

### Who is “ACT”?

ACT is an independent not for profit organization that provides a broad range of assessment, research, information, and program management services in the areas of education and workforce development.

### What is ACT “Certified Work Ready Community” (CWRC)?

CWRC provides a comprehensive community-based framework and approach to closing the workforce skills gap that prevents a local economy from fully prospering. A multi-tiered skills credential system is utilized that assesses individuals at the county level. Through the standardized ACT WorkKeys® assessment, these individuals earn a National Career Readiness Certificate (NCRC) and employers recognize the NCRC. More information on the NCRC can be found below.

In November 2016, Cass County’s application to become an ACT CWRC was approved by the State of Missouri. Certain aspirational goals have been identified and must be completed within 2 years time. One of those goals is to have employers show their support for Cass County’s efforts in obtaining CWRC by completing a “Letter of Commitment”. Please access this form at [www.workreadycommunities.org/business/form](http://www.workreadycommunities.org/business/form).

### What is ACT “WorkKeys”?

WorkKeys® is a skills assessment system that helps employers select, hire, train, develop, and retain a quality workforce. The assessments measure skills that employers feel are essential to success in the workplace.

Successful completion of WorkKeys assessments in Applied Mathematics, Locating Information, and Reading for Information can lead to earning the National Career Readiness Certificate™ (NCRC®), a portable credential earned by more than 3 million people across the United States.

Students, job seekers, and seasoned professionals can use WorkKeys to learn more about their strengths and weaknesses and gain a valid way to demonstrate their abilities to employers. Educators and employers can use it to help take the guesswork out of determining student, applicant, and employee qualifications.

Each WorkKeys assessment offers varying levels of difficulty. The levels build on each other, incorporating the skills assessed at the previous levels. For example, at Level 5, individuals need the skills from Levels 3, 4, and 5. The complexity can also increase as the quantity and/or density of the information increases.


### What is ACT “National Career Readiness Certificate” (NCRC)?

The NCRC is a portable, industry-recognized credential that clearly identifies an individual’s WorkKeys® skills in reading for information, applied math and locating information - skills required for 77 percent of jobs based on ACT JobPro database. Scores on these assessments determine the certificate level—*bronze, silver, gold, or platinum*—an individual can earn.

These assessments measure a range of essential work skills, including the ability to:

- Perform basic mathematic operations relevant to the workplace
- Read and understand documents commonly found in the workplace
- Find information presented in common workplace graphics
- Set up and solve complex work-related math problems
- Determine the relevance of written information to work-related tasks
- Apply information derived from graphics to work-related problems

The NCRC gives individuals proof that they possess the skills employers deem essential to workplace success. This improves career outcomes for everyone from people just entering the workforce to longtime employees—and it enhances employers’ hiring, training, and promotion decisions.

A young woman with dark hair, wearing a light pink button-down shirt, is smiling warmly at the camera. She is in a modern office environment with a white brick wall and blurred background lights.

**Ask for the  
ACT NCRC®  
work skills  
credential**

**ACT** National Career  
Readiness Certificate

[act.org/workforce](https://act.org/workforce)



## Wanted: Applicants with documented workplace skills

Employers across the country are overwhelmed by stacks of applications for only a handful of open positions. Sifting through these applications is time consuming and inefficient. You need a way to quickly pinpoint individuals with essential, verifiable workplace skills. Your solution: the ACT National Career Readiness Certificate™ (ACT NCRC).

### Identify qualified applicants

Ask your applicants to earn the ACT NCRC. It's that simple. Once you do, you'll be on your way to finding qualified applicants for your job openings. The ACT NCRC is a portable, evidence-based credential that documents essential skills needed for workplace success. This credential is used across all sectors of the economy and verifies the following cognitive skills:

- Problem solving
- Critical thinking
- Reading and using work-related text
- Applying information from workplace documents to solve problems

- Applying mathematical reasoning to work-related problems
- Setting up and performing work-related mathematical calculations
- Locating, synthesizing, and applying information that is presented graphically
- Comparing, summarizing, and analyzing information presented in multiple related graphics

Build a strong applicant pool by asking for the ACT NCRC.

### Individuals can earn the ACT NCRC by earning appropriate scores on three ACT WorkKeys® assessments:

- Applied Mathematics
- Locating Information
- Reading for Information



ACT WorkKeys assessments measure foundational skills required for success in the workplace. The assessments that comprise the ACT NCRC measure the skills found to be most essential across industries and occupations.

Certificate level	Level score requirements	Comparison to skill levels in the ACT JobPro® database*
<b>Platinum</b>	Minimum score of <b>6</b> on each of the three assessments	Examinee demonstrates foundational skills associated with approximately <b>99%</b> of jobs in the ACT JobPro database
<b>Gold</b>	Minimum score of <b>5</b> on each of the three assessments	Examinee demonstrates foundational skills associated with at least <b>93%</b> of jobs in the ACT JobPro database
<b>Silver</b>	Minimum score of <b>4</b> on each of the three assessments	Examinee demonstrates foundational skills associated with at least <b>67%</b> of jobs in the ACT JobPro database
<b>Bronze</b>	Minimum score of <b>3</b> on each of the three assessments	Examinee demonstrates foundational skills associated with at least <b>16%</b> of jobs in the ACT JobPro database

\* Individuals may meet the requirements of a larger percentage of jobs in the ACT JobPro database—ACT's proprietary database that identifies foundational skill requirements for nearly 20,000 job titles—depending on their scores on the three individual ACT WorkKeys assessments. Individuals and employers are encouraged to consult the database for more information about skill requirements associated with specific jobs or contact ACT to set up a detailed job analysis. Learn more at [act.org/workkeys/analysis](http://act.org/workkeys/analysis).



### Four steps to faster implementation

Once you have decided to use the ACT NCRC at your organization, follow these four steps for a faster, more effective implementation.

#### 1. Prepare

- Learn to explain the program to others with clear, consistent statements
- Get the appropriate people at your company involved:
  - Executive level (program sponsor, decision maker)
  - Human resources staff
  - Heads or representatives of major departments

#### 2. Plan

- Decide how your company will use the ACT NCRC:
  - Recommend for some or all positions
  - Evaluate individuals for hiring and/or promotion
- Assign tasks to appropriate team members
- Review key steps and prepare to implement

#### 3. Launch

- Communicate with internal and external audiences
- Train internal stakeholders who will work with the program
- Integrate the credential into job postings and descriptions: "We recommend an ACT National Career Readiness Certificate for all applicants to this position."

#### 4. Build

- Help applicants earn the ACT National Career Readiness Certificate. Find a test center near you by going to [act.org/workkeys/locations.html](https://act.org/workkeys/locations.html).
- Build a pool of qualified applicants

For details on how to use the ACT NCRC in your organization, contact ACT at **800.967.5539** or go to [act.org/workforce](https://act.org/workforce).

**"We no longer have to deal with stacks of applications. Now we have a much better idea of what we're getting, and our existing employees know that the new team member will be equipped to learn quickly and contribute right away. With this program, we're able to place the right person in the right job."**

— Leon Osborne, chief executive officer, Osborne Wood Products





**ACT**<sup>®</sup> WorkKeys<sup>®</sup>

**Assess your workforce:** ACT WorkKeys assessments measure workplace skills critical to job success. These skills are valuable for any occupation—skilled or professional—at any level of education and in any industry. More than 10 million ACT WorkKeys assessments have been administered.

**ACT**<sup>®</sup> National Career Readiness Certificate<sup>™</sup>

**Identify qualified applicants:** The ACT National Career Readiness Certificate is an industry-recognized, portable, evidence-based credential that documents essential skills needed for workplace success.

**ACT**<sup>®</sup> KeyTrain<sup>®</sup>

**Develop your workforce:** ACT KeyTrain<sup>®</sup>, a career curriculum available for mobile devices and web-based training, is the complete interactive learning tool for career readiness skills. At its foundation is a curriculum designed to help people master the applied workplace skills measured by the ACT WorkKeys assessments. This core curriculum is complemented by diagnostic tools, soft skills training, and powerful reporting capabilities to form a robust career readiness learning system.

**ACT**<sup>®</sup> National Career Readiness Certificate<sup>™</sup>

[act.org/workforce](http://act.org/workforce)

