



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

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
  - A. Review of Red Cross licensed training agreement for the Fire Department  

Page 3
  - B. Update of TIF reporting process  

Sheila Ernzen will report
  - C. Feedback to Calvary University regarding request for road name change  

Page 14
  - D. Other Business
- III. ADJOURN WORK SESSION
- IV. CALL SPECIAL MEETING TO ORDER
- V. ROLL CALL
- VI. Motion to enter Executive Session to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3; matters pertaining to the leasing, purchase or sale of real estate, according to Missouri Statute 610.021.2; and matters pertaining to legal actions, according to Missouri Statute 610.021.1 and that the record be closed.
- VII. ADJOURN

# **SECTION II**

## **A**



# CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: November 7, 2017

DIVISION: FIRE DEPARTMENT

COUNCIL:  Regular Meeting     Work Session     Special Session

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

**ISSUE/RECOMMENDATION:**

Enter into a Licensed Training Provider Agreement with The American National Red Cross for more cost effective and efficient training for citizens in CPR and AED.

**PROPOSED CITY COUNCIL MOTION:**

Approve an Ordinance to enter into a Licensed Training Provider Agreement with The American National Red Cross.

**BACKGROUND/JUSTIFICATION:**

The Fire Department currently provides CPR/AED and First Aid training to the public on a fee bases. We currently deliver these classes through the American Heart Association. Administrative requirements are becoming more stringent and difficult. The cost of certification materials are also rising. We will not be able to completely sever ties with the American Heart Association as it is the only entity that can supply the Advanced Cardiac Life Support Training required for our paramedics. However, The American National Red Cross offers similar classes that would be acceptable for most customers we currently serve. The American National Red Cross offers resources cheaper and in some cases free to the students. The administrative structure is also much easier for instructors to interact with. The cost impact to the City is very negligible and is already money the Fire Department is spending through the American Heart Association.

**STAFF RECOMMENDATION:**

Staff recommends approval of the training agreement with The National American Red Cross.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Training agreement
- Student certification cost matrix

**BILL NO. 2017-**

**ORDINANCE NO. 2017-**

**AN ORDINANCE OF THE CITY OF BELTON, MISSOURI, APPROVING A TRAINING AGREEMENT BETWEEN CITY OF BELTON by and through its FIRE DEPARTMENT, AND THE AMERICAN NATIONAL RED CROSS.**

**WHEREAS**, the City of Belton Fire Department offers Cardio Pulmonary Resuscitation/Automated External Defibrillator and First Aid training to the public on a cost per class bases to provide a valuable community service teaching lifesaving skills to be used in emergency situations; and

**WHEREAS**, administrative costs and logistics through the current provider American Heart Association are becoming increasingly higher and more difficult; and

**WHEREAS**, the American National Red Cross offers comparable classes with lower prices and better alternatives to the end user customers as well as more favorable administrative procedures; and

**WHEREAS**, City Council believes approval of the agreement with the American National Red Cross for delivering public CPR/AED and First Aid training is in the best interest of the city and its Fire Department training program.

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

**SECTION 1.** That the Licensed Training Provider Agreement with The American National Red Cross attached as **Exhibit A**, is hereby approved for purposes described above.

**SECTION 2.** That 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.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

\_\_\_\_\_  
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



## **Licensed Training Provider Agreement**

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and **City of Belton by and through Belton Fire Department** (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature ("Effective Date"), in order to permit the LTP's associated Red Cross certified instructors in good standing ("Instructors") to license Red Cross training materials for the LTP's use in the instruction of Red Cross training courses specified on Appendix B ("Courses") within the jurisdictions listed in Appendix C.

**1. LTP Responsibilities.** In connection with offering the Courses, LTP agrees that it will:

- 1.1. Require its Instructors to maintain Red Cross certifications appropriate for the Courses they will be teaching.
- 1.2. Notify Red Cross within ten (10) business days of any additions, deletions, or changes to Instructors permitted by LTP to teach on its behalf during the term of the Agreement.
- 1.3. Obtain Red Cross confirmation of the certification and authorization status of new LTP Instructors before permitting such Instructors to teach a Course.
- 1.4. Be responsible for the oversight of LTP's Instructors and require that they teach Courses using Red Cross course materials ("Course Materials"), and offer Courses in accordance with the current Red Cross LTP Resource Guide, policies and procedures (collectively, the "Policies").
- 1.5. Herein understand and acknowledge that the Red Cross is only permitted to solicit, deliver services and provide program support within the jurisdiction of the United States and its territories ("U.S."), and LTP agrees to only teach Courses and otherwise perform under this Agreement in the U.S.
- 1.6. Permit Red Cross to perform random observations of LTP's Courses.
- 1.7. Permit Red Cross, in its sole discretion, to post LTP's contact and course information on its website to allow potential course participants to search and locate them regarding Course availability.
- 1.8. Enter training records ("Course Records") with payment (credit card or invoice, if approved) and other required information into the Learning Management System ("LMS") or any applicable successive Red Cross electronic records system within five (5) calendar days of Course completion, and comply with all terms and conditions of such system during such use.
- 1.9. Timely payment of the required fees in connection with the Agreement.
- 1.10. Recognize its responsibility for all liabilities arising out of LTP's performance under this Agreement. LTP understands and acknowledges it is the responsibility of the LTP to obtain adequate insurance to cover its performance, and the performance of its employees and contractors, under this Agreement, as Red Cross insurance does not extend to LTP or its Instructors or other subcontractors.
- 1.11. Intentionally omitted.
- 1.12. Intentionally omitted.

**2. Red Cross Responsibilities.** To facilitate LTP's Course offerings, Red Cross agrees that it will:

- 2.1 Make Red Cross training content and Course Materials available to LTP's Instructors, at respective additional fees, through a limited and non-exclusive license to use the Course Materials solely in connection with the Agreement, which such license may not be assigned or sub-licensed.



- 2.2 Approve properly submitted Course Records and provide digital certifications for Course participants, if applicable.
- 2.3 Provide LTP with access to Red Cross electronic resources allowing LTP to enter Course Records and print Course certificates.

**3. Term and Termination.**

- 3.1 This Agreement will be effective as of the Effective Date and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 3.2 Red Cross reserves the right to immediately terminate this Agreement if LTP does not abide by the terms of this Agreement or the Policies.
- 3.3 The provisions of this Agreement, which by their very nature are incapable of being fully performed or enforced prior to expiration or termination, shall survive any such expiration or termination of this Agreement.

**4. Fees and Invoicing.**

- 4.1 LTP will remit payment by credit card or will be invoiced, if approved.
- 4.2 Fees are set forth on Appendix B.
- 4.3 Customers who are approved will receive an invoice following the class. Payment in full is due thirty (30) days from the date of the invoice. Payment of invoice is accepted by credit card or check only. Past due amounts shall be subject to collections actions and may be referred to an external collections agency which will result in the Customer's invoicing privileges being terminated. Credit card payment will be required if invoicing privileges are suspended or terminated.
- 4.4 To make a payment by credit card, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the customer account name, number and invoice number and send to:  
American Red Cross - Health & Safety Services  
25688 Network Place  
Chicago, IL 60673-1256
- 4.5 For questions or concerns about your invoice, please email [billing@redcross.org](mailto:billing@redcross.org) or call the number listed on the invoice.
- 4.6 Red Cross reserves the right to change its fees and related policies in its sole discretion upon thirty (30) days advance notice of such changes. If the LTP does not agree to such changes, it has the right to terminate the Agreement as of the date of such change.
- 4.7 If the Red Cross determines that any course offered by the LTP and/or its Instructors is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with the re-training of course participants. Red Cross, in its sole discretion, will determine the appropriate party to conduct the re-training, which may include the LTP or any Red Cross employee, volunteer, or Licensed Training Provider.

**5. Notices.** Each Party's contact for notices under this Agreement is listed on Appendix A.

**6. Confidentiality and Intellectual Property.**



- 6.1 Except as required by applicable law, including Missouri's Sunshine Laws, or otherwise provided herein, each Party shall maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.
- 6.2 Red Cross is the owner of various trade names, trademarks, Course Materials and other copyrighted and proprietary content ("Red Cross IP"). Subject to the terms and conditions of this Agreement, Red Cross hereby grants LTP a limited and non-exclusive license to use the Red Cross IP solely in connection with the Agreement and such license may not be assigned or sub-licensed. Course Materials may be downloaded, reused or purchased; however, LTP agrees not to revise, edit or create derivative works of any Course Materials or Red Cross proprietary content, in whole or in part, unless specifically approved in writing by the Red Cross. LTP acknowledges and agrees that (1) the Red Cross IP is a valuable asset of Red Cross and substantial recognition and goodwill are associated with the Red Cross IP, (2) the license granted hereunder does not constitute a transfer to LTP of any ownership rights in the Red Cross Marks, and (3) LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross. Upon conclusion of this Agreement, any and all licenses granted to use the Red Cross IP will terminate immediately.
- 6.3 Intentionally omitted.
- 6.4 Intentionally omitted.

**7. Miscellaneous.**

- 7.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and undertakings, both written and oral, between the Parties.
- 7.2 Amendments. This Agreement may only be amended or modified by the Parties in writing.
- 7.3 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the Customer shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way shall the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.
- 7.4 Independent Contractors. Each Party shall furnish its services hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the Parties or an employer-employee relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
- 7.5 Assignment. This Agreement shall not be assigned in whole or in part without the prior written consent of the other Party.
- 7.6 Intentionally omitted.
- 7.7 Intentionally omitted.

- 8. **Entire Agreement and Modifications**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior Licensed Training Provider Agreements and undertakings, both written and oral, between the Parties. Unless otherwise pursuant to this Agreement, all proposed modifications or additions to this Agreement, including but not limited to Customer purchase orders and accompanying terms and conditions, must be in writing and duly executed by both parties to take effect.





The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms LTP's receipt of the LTP Resource Guide, which may be updated from time to time.

Customer Name: <b>City of Belton by and through Belton Fire Department</b>	<b>The American National Red Cross</b>
Customer Signature:	Red Cross Signature:
Name:	Name: <b>Nathan Griffin</b>
Title:	Title: <b>Strategic Account Executive</b>
Date:	Date:





## Preparedness and Health and Safety Services

### Appendix B – Courses, Equipment, Materials, and Fees

Product Code	Product	Quantity	Sales Price
AP-HSSSFA513	Adult and Pediatric CPR/AED	1.00	\$10.45
AP-HSSSFA513BBP	Adult and Pediatric CPR/AED and Bloodborne Pathogens	1.00	\$19.25
AP-HSSSFA415	Adult and Pediatric First Aid/CPR/AED	75.00	\$14.85
AP-HSSSFA516	Adult and Pediatric First Aid/CPR/AED	1.00	\$14.85
AP-HSSSFA516BBP	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens	1.00	\$19.25
AP-HSSSFA511	Adult CPR/AED	1.00	\$10.45
AP-HSSSFA107	Adult CPR/AED	1.00	\$10.45
AP-HSSSFA511BBP	Adult CPR/AED and Bloodborne Pathogens	1.00	\$14.85
AP-HSSSFA107C	Adult CPR/AED Challenge	1.00	\$10.45
AP-HSSSFA107R	Adult CPR/AED Review	1.00	\$10.45
AP-HSSSFA404	Adult First Aid/CPR/AED	25.00	\$14.85
AP-HSSSFA514	Adult First Aid/CPR/AED	1.00	\$14.85
AP-HSSSFA514BBP	Adult First Aid/CPR/AED and Bloodborne Pathogens	1.00	\$19.25
AP-HSSSFA404C	Adult First Aid/CPR/AED Challenge	1.00	\$14.85
AP-HSSSFA404R	Adult First Aid/CPR/AED Review	1.00	\$14.85
AP-HSSSFA502	Asthma Inhaler Training	1.00	\$4.40
AP-HSSSFA501	Epinephrine Auto-Injector Training	1.00	\$4.40
AP-HSSSFA101	First Aid	1.00	\$10.45
AP-HSSSFA510	First Aid	1.00	\$10.45
AP-HSSSFA510BBP	First Aid and Bloodborne Pathogens	1.00	\$14.85
AP-HSSSFA101C	First Aid Challenge	1.00	\$10.45
AP-HSSSFA101R	First Aid Review	1.00	\$10.45
AP-HSSSFA512	Pediatric CPR/AED	1.00	\$10.45
AP-HSSSFA512BBP	Pediatric CPR/AED and Bloodborne Pathogens	1.00	\$14.85
AP-HSSSFA515	Pediatric First Aid/CPR/AED	1.00	\$14.85
AP-HSSSFA515BBP	Pediatric First Aid/CPR/AED and Bloodborne Pathogens	1.00	\$19.25

\*Note: Quantities are estimates. Additional classes can be added as needed. Please contact your Red Cross representative as listed on page 4 of the agreement.

#### Equipment and Materials

Training equipment, materials and other supplies may be purchased through your Sales Representative or [www.RedCrossStore.org](http://www.RedCrossStore.org).



**American  
Red Cross**

**Preparedness and Health and Safety  
Services**

Method of Payment

Preferred Payment Type  
Red Cross PO#

Invoice  
BeltonFireDepartment1017

# **SECTION II**

## **C**



To: The Belton City Council  
From: Dr. Christopher Cone, President, Calvary University  
Re: Request to rename a portion of Bong Avenue  
Date: 9/20/2017

Dear City Council,

More than a year ago, Calvary University purchased the property located on the SW corner of Bong and Westover. When we first began discussions with the City about possibly relocating our headquarters to Belton, we expressed the importance of changing the name of a small portion of Bong Avenue.

In those discussions, I personally educated a number of City of Belton personnel on the history and importance of Major Richard Bong. In that discussion I expressed that Calvary University greatly appreciated his contribution in serving our Country, and we brought that appreciation to City personnel, creating an awareness that was not there previously.

We also explained that because of an unfortunate connection in name to drug paraphernalia, we couldn't operate a Student Life Center or other major university buildings with that street address. There was, among City personnel in that discussion, **unanimous agreement** with our sentiments. We discussed renaming **only the westernmost portion** of the street to Calvary Way, a name that would open the door for Calvary University to market its presence in Belton. We talked with the City of Kansas City, and they unanimously agreed (though they acknowledged that the City of Belton would have to formally agree, since Belton has half-ownership of the street). We talked with our next door neighbor (Heart and Soul Ministries), and the only other entity sharing this particular portion of the street with us and they affirmed their support for a name change.

But in light of the City's most recently expressed concern, we thought it more appropriate to request that the small Western portion of Bong Avenue be renamed **Warrior Way**. That name complements the military legacy of the area, and allows a street address fitting for the Calvary Warriors' 85-year heritage in the community.

Formally, I request of the Belton City Council that the westernmost section of Bong Avenue be renamed Warrior Way, and that the larger two sections east of Westover remain Bong Avenue, in honor of one of the United States Air Forces' – and Wisconsin's – greatest airborne warriors. We thank you, for your consideration in this matter. (Please see next page for graphic illustration.)

With appreciation,

A handwritten signature in black ink, appearing to read "Ch. B. Cone".

Christopher Cone, Th.D, Ph.D, Ph.D  
President, Calvary University

**Current:**



**Proposed: (Circled area only is the proposed section for renaming)**



