



**Agenda of the Belton City Council
Special Meeting
May 16, 2019 – 6:00 p.m.
City Hall Annex
520 Main Street, Belton, Missouri**

- I. CALL SPECIAL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. RESOLUTIONS
 - A. Motion approving Resolution R2019-48
A resolution of the City Council of the City of Belton, Missouri directing the City Manager to exercise the City of Belton's right to terminate the contract for solid waste collection services by and between the City of Belton, Missouri and Jim's Disposal Service, LLC without cause; authorizing the City Manager to negotiate and execute certain documents necessary for the purchase of residential solid waste collection carts; and to take such other actions necessary to provide for the collection of solid waste within the City of Belton.
- V. Motion to enter Executive Session to discuss matters pertaining to individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, according to Missouri Statute 610.021.13, and that the record be closed, and that the meeting adjourn from there.

R2019-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI DIRECTING THE CITY MANAGER TO EXERCISE THE CITY OF BELTON'S RIGHT TO TERMINATE THE CONTRACT FOR SOLID WASTE COLLECTION SERVICES BY AND BETWEEN THE CITY OF BELTON, MISSOURI AND JIM'S DISPOSAL SERVICE, LLC WITHOUT CAUSE; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE CERTAIN DOCUMENTS NECESSARY FOR THE PURCHASE OF RESIDENTIAL SOLID WASTE COLLECTION CARTS; AND TO TAKE SUCH OTHER ACTIONS NECESSARY TO PROVIDE FOR THE COLLECTION OF SOLID WASTE WITHIN THE CITY OF BELTON.

WHEREAS, the City Council of the City of Belton, Missouri, following compliance with the procedures set forth in Section 260.247 of the Revised Statutes of Missouri, adopted Ordinance No. 2017-4370 authorizing the City Manager to execute a contract with Jim's Disposal Service, LLC for the collection of residential solid waste within the City (the "**Contract**"); and

WHEREAS, Article VIII, paragraph 2 of the Contract provides that the City of Belton (the "**City**") may cancel or terminate the Contract at any time without cause by providing sixty (60) day written notice, by certified mail, facsimile or email to Jim's Disposal Service, LLC; and

WHEREAS, the City's purchase of residential solid waste collection carts ensures that the residents of the City receive high quality, uniform, residential solid waste collection and allows greater flexibility of options for the provision of City-wide residential solid waste collection; and

WHEREAS, the provision of residential solid waste collection is necessary to ensure that the health, safety, and welfare of the residents of the City; and

WHEREAS, the City Council of the City of Belton, Missouri determines that it is in the best interest of the citizens of the City to authorize the City Manager to terminate the Contract pursuant to Article VIII, paragraph 2, purchase residential solid waste collection carts, and take such other actions necessary to ensure the collection of residential solid waste within the City.

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

Section 1. The City Manager is hereby directed and authorized to prepare, execute, and provide to Jim's Disposal Service, LLC any and all documents necessary to terminate the Contract pursuant to Article VIII, paragraph 2.

Section 2. The City Manager is authorized to negotiate for the purchase of residential solid waste collection carts in an amount not to exceed Five Hundred Fifty Thousand Dollars (\$550,000) and to execute certain documents necessary to purchase said residential solid waste collection carts in substantially similar form to the document attached hereto, and incorporated herein by reference, as **Exhibit A**.

Section 3. The City Manager, City Clerk, and other appropriate officials of the City are hereby authorized to take such other actions necessary to provide for the collection of residential solid waste within the City of Belton, including, but not limited to, contracting with responsible parties for emergency collection of residential solid waste and preparing any and all documents necessary to receive bids from responsible parties for the long-term collection of residential solid waste within the City.

Section 4. This Resolution shall take effect and be in full force from and after its passage and approval.

Section 5. If any section, subsection, sentence, clause, phrase, or portion of this Resolution 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.

Duly read and passed this ____ day of ____, 2019.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of ____, 2019, and adopted at a regular meeting of the City Council held the ____ day of ____, 2019 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
City of Belton, Missouri



Contract # 041217-WQ

841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10116644

Sell To:

Contact Name Alexa Barton
 Bill To Name City of Belton MO
 Bill To 506 Main St
 Belton, MO 64012
 USA
 Email abarton@belton.org
 Mobile (816) 304-1780

Ship To Name City of Belton MO
 Ship To TBD
 Belton, MO 64012
 USA

Quote Information

Salesperson Caryn Lasley
 Salesperson Email clasley@wastequip.com
 Salesperson Phone (270) 709-0687

Created Date 5/15/2019
 Expiration Date 6/14/2019
 Quote Number WQ-10116644
 Please Reference Quote Number on all Purchase Orders

Sourcewell Number 158,673
 Sourcewell Member 2/8/2019
 Since

Sourcewell Address 520 Main St
 Sourcewell Member City
 Type

Model	Product Description	Selected Option	Description	Quantity	Sales Price	Total Price
	Model 79296 - Toter 96 Gallon EVR II	---Body Color - (279) Brownstone ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (New) in White ---Wheels - 10in Sunburst ---Stopbar - Galvanized ---Customer	96 gallon Trash Carts *Any standard color cart body and lid at no additional charge			



Contract # 9081217-WQ1

841 Meacham Rd, Statesville, NC, 28677

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WQ-10116644

79296	Universal/Nestable Cart	Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs ---Body Color - (279) Brownstone ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (New) in White ---Wheels - 10in Sunburst ---Stopbar - Galvanized ---Customer	*Custom Serial numbers beginning with month and year of manufacture Body Stamp with City Logo 48 gallon Trash Carts *Any standard color cart body and lid at no additional charge	7,900.00	\$44.75	\$353,525.00
79248	Model 79248 - Toter 48 Gallon EVR II Universal/Nestable Cart • Cart assembly and distribution based on a dense	Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	*Custom Serial numbers beginning with month and year of manufacture Body Stamp with City Logo	100.00	\$36.50	\$3,650.00



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Op-AD-SN-Dense	<p>area in which every residence receives a recycle cart.</p> <ul style="list-style-type: none"> • Carts will be distributed on a route-by-route basis based on customer provided address list (CSV or Excel file) and route maps. All information must be provided 2 weeks prior to distribution start date. • Any inaccuracies to the customer provided list and route map may result in price increases and will be quoted accordingly. • Includes serial number data capture to address listing. • A suitable work area for assembly (large, paved, secure and partially covered area) to be provided by customer. • Toter requests the customer's assistance in allowing the use of an onsite warehouse type fork lift to unload trailers. • Pricing is based on a minimum of 18,030 carts assembled, delivered and/ or transferred within the delivery area. Pricing is subject to adjustment or negotiation based on unforeseen circumstances beyond Toter or its contractor's control. • Additional services available upon request and will be priced accordingly. 	Assembly and Distribution with Serial Number Recordings	8,000.00	\$4.15	\$33,200.00
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Payment Terms	Net 30 Days if credit has been established	Subtotal	\$390,375.00
Shipping Terms	FOB Origin	Shipping	\$28,457.52
		Tax	\$0.00
		Grand Total	\$418,832.52

Additional Information

Additional Terms	Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https://www.wastequip.com/terms-conditions-of-sale , as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.
Additional Information	Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning



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Sourcewell logo text

Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information

Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#041217, eff. 7/7/17), and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders