



**Agenda of the Belton City Council
Work Session & Regular Meeting
May 28, 2019 – 6:00 p.m.
City Hall Annex
520 Main Street, Belton, Missouri**

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
 - A. Evergy ED 101 Program Presented by Ady Advantage
Page 5
 - B. Rental Inspection Program
Page 12
 - C. April Monthly Financial Report

- III. ADJOURN WORK SESSION
- IV. CALL REGULAR MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilman Lathrop
- VI. ROLL CALL
- VII. 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 May 10, 2019, City Council Special Meeting; the May 14, 2019, City Council Work Session and Regular Meeting; and the May 16, 2019, Special Meeting.**

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- B. Motion approving Resolution R2019-49
A resolution reappointing Andrew Underwood and Dennis Williamson to the enhanced Enterprise Zone Board.

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- C. Motion approving Resolution R2019-50
A resolution approving Task Agreement No. 2019-1 with the Janik Group to excavate clarifier #1 drain valve and install a pipe to act as an access manhole in the amount of \$11,950.00.

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- D. Motion approving Resolution R2019-51
A resolution of the City of Belton, Missouri authorizing and approving the three-year term Purchase Agreement with Cartegraph to track maintenance and related costs through asset work orders in the amount of \$92,805.50 of which costs will be spread out during the three-year term.

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- E. Motion approving Resolution R2019-52
A resolution authorizing the City of Belton, Missouri through the Belton Police Department to purchase 54, 9mm Sig Sauer P-320's to replace 54, P220.45 handguns purchased in 2014.

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- F. Motion approving Resolution R2019-53
A resolution authorizing the City of Belton, Missouri through the Belton Police Department to renew a Maintenance/Service Contract for telephone hardware maintenance and replacement with Dice Communications.

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VIII. PERSONAL APPEARANCES

IX. ORDINANCES

- A. Motion approving both readings of Bill No. 2019-28
An ordinance amending Chapter 6 – Business Licenses and Regulations; and Appendix A – Schedule of Fees and Charges, of the Code of Ordinances of the City of Belton, Missouri.

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- B. Motion approving both readings of Bill No. 2019-29
An ordinance authorizing and approving the City of Belton, Missouri to adopt the National Incident Management System (NIMS) as the standard for incident management.

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X. RESOLUTIONS

- XI. CITY COUNCIL LIAISON REPORTS
- XII. MAYOR'S COMMUNICATIONS
- XIII. CITY MANAGER'S REPORT

June & July 2019 meetings

06/11 work session & regular meeting – 6:00 p.m.

06/25 work session & regular meeting – 6:00 p.m.

07/09 work session & regular meeting – 6:00 p.m.

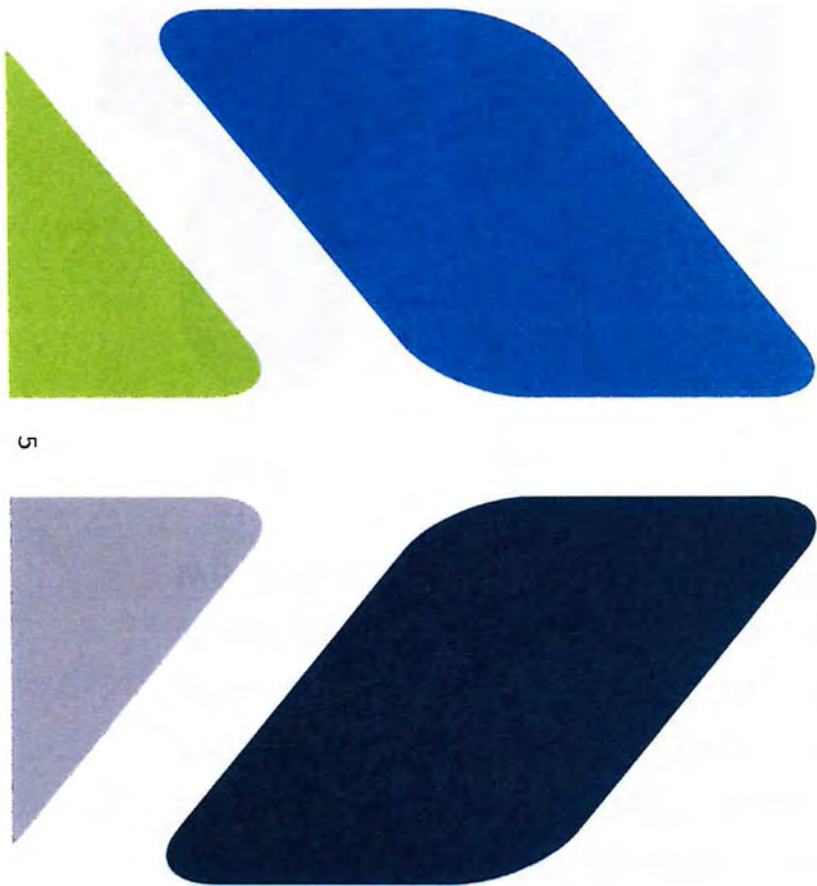
07/23 work session & regular meeting – 6:00 p.m.

XIV. OTHER BUSINESS

- XV. *Motion to enter Executive Session to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12; matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and that the record be closed, and the meeting adjourn from there.

SECTION II

A



Local Partner Program

ED 101

Janet Ady, Ady Advantage

March 28, 2019



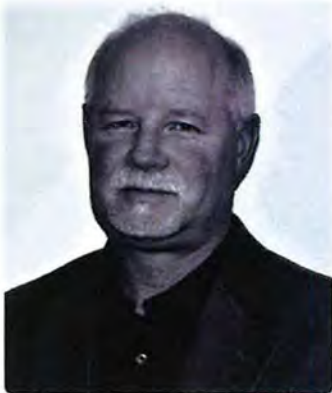


Energy Economic Development

As a leading and trusted energy partner, the mission of the KCP&L Economic Development team is to attract new companies, retain and expand existing customers, and make strategic partner investments, resulting in the creation of new load growth while increasing shareholder value and improving the quality of life in the communities we serve.

Staff Listing

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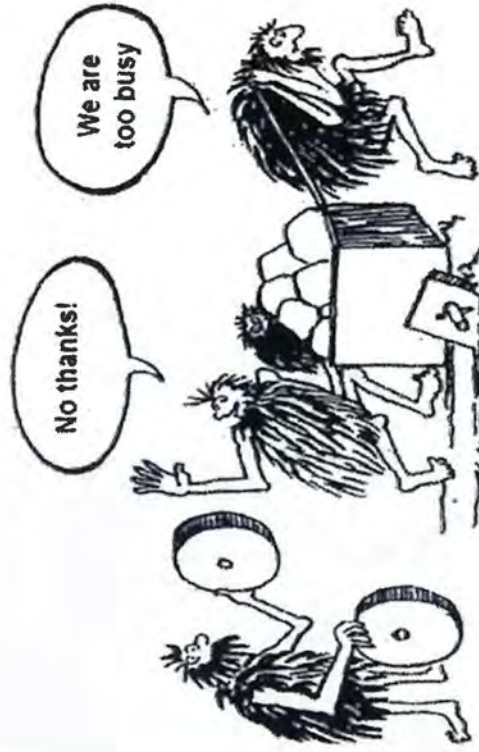
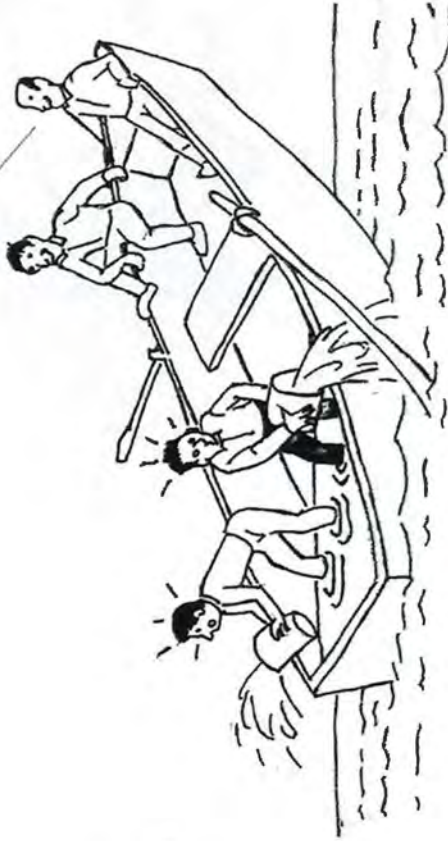




“What if we don’t change at all ...
and something magical just happens?”



Sure glad the hole isn't at our end.





ED 101 Outcome

Help create a high performing Boards and community support systems (Council, Planning Commissions, etc,) to better support the mission and strategy of your economic development organization



ED 101 Program

- New content developed and delivered by Janet Ady from Ady Advantage
- Who Should Attend: Executive Director, EDC Board, Planning Commissions
- Length of Program: 2-3 hours
- Delivered: On-Site at your location
- Outcomes: Participants will learn:
 - Fundamentals of Economic Development
 - Traditional “Three Legs of the Stool”
 - ED Reimagined – talent and placemaking
 - Impact on ED Strategic Plans and on ED Marketing
- If you’re interested: Provide Lisa Franklin with date preference (June or September) Goal is to bundle three of these together at a time to keep costs down

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SECTION II

B



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: May 28, 2019

DIVISION: Planning and Building
Department

COUNCIL: Regular Meeting Work Session Special Session

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

ITEM FOR DISCUSSION:

Rental Inspection Program. On January 22, 2019, the City Council had initial discussions concerning a Rental Property Inspection Program. The City Council reviewed preliminary work done by staff on the program, and the recommendation of the Code Enforcement Advisory Committee on such a program.

BACKGROUND:

The proposed program is related to the City Council priority of increased code enforcement and enhanced efforts for property maintenance. The program would be designed to protect the health, safety and welfare of residents, and insure that minimum standards for the interior of rental units are adhered to. The program would also provide exterior inspections to insure that property maintenance standards are met as a way to maintain attractive neighborhoods.

As a summary, key points of this program are:

- Landlords are required to be registered and have a current business license. This is currently required in Belton, but registrations are not on file for all rental properties. Initial efforts of the program would include increasing the number of business licenses for landlords in order to make the program more effective.
- All rental properties are to be inspected every two years, prior to the renewal of that year’s business license. This includes apartments, duplexes and single-family homes occupied by a renter.
- Inspections are conducted by a third-party inspection company. Property owners select an inspector from a list provided by the city. The advantage of a third-party inspection company is that the City does not have to add additional inspection employees to implement the program.
- The inspection company performs exterior and interior inspections, focusing on basic health and safety items. The inspection is completed using a checklist supplied by the city.
- Items to be inspected include certain exterior items, such as foundation, exterior stairs and decks. The interior inspection would include heating and electrical systems, plumbing and hot water, sanitary facilities, and kitchen facilities.

The annual business license would cost \$70.00. The related inspection would cost approximately \$50.00 for each unit every other year.

PROPOSED CITY COUNCIL ACTION:

It is suggested that the City Council concur with the recommendation of the Code Enforcement Advisory Committee and direct staff to conclude research and outreach on the proposed program, and prepare a final ordinance for adoption of a Rental Inspection Program.

NEXT STEPS:

If the City Council concurs with the scope of the rental inspection program, the staff will complete outreach with property owners, property managers, and the Cass County Landlords Association, and prepare an ordinance for final approval.

SECTION VII

A

**Minutes of the Belton City Council
Special Meeting
May 10, 2019
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the special meeting to order at 4:30 p.m.

Councilwoman Peek led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Davis, Tim Savage, Chet Trutzel, Dean VanWinkle, Gary Lathrop, Stephanie Davidson, Dave Clark, and Lorrie Peek

Councilmember absent: Ryan Finn

Staff present: Alexa Barton, City Manager; Padraic Corcoran, Attorney; and Andrea Cunningham, City Clerk

Councilman Trutzel moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12; and to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and that the record be closed, and the meeting adjourn from there. Seconded by Councilman VanWinkle. The following vote was recorded:

Ayes: 8 Trutzel, VanWinkle, Savage, Peek, Davidson, Clark, Lathrop, Mayor Davis

Noes: 0

Absent: 1 Finn

Mayor Davis stated Councilman Finn was expected to arrive shortly.

Being no further business, the meeting was adjourned following the executive session.

Andrea Cunningham, City Clerk

Mayor Jeff Davis

**Minutes of the Belton City Council
Work Session & Regular Meeting
May 14, 2019
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the work session to order at 6:00 p.m.

Celia Duran, Public Works Director, presented the City's Stormwater Management Program Plan. The plan is available on the City's website and is open for public comment until May 28, 2019.

Being no further business, Mayor Davis adjourned the work session at 6:18 p.m. and called the regular meeting to order.

Councilman VanWinkle led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Davis, Tim Savage, Chet Trutzel, Dean VanWinkle, Ryan Finn, Gary Lathrop, Stephanie Davidson, Dave Clark, and Lorrie Peek

Staff present: Alexa Barton, City Manager; Padraic Corcoran, Attorney; and Andrea Cunningham, City Clerk

CONSENT AGENDA

Councilman Trutzel moved to approve the consent agenda consisting of a motion:

- approving the minutes of the April 23, 2019, City Council Work Session and Regular Meeting.
- authorizing the sale of surplus city inventory/personal property by Mayo Auction & Realty.
- authorizing the purchase of a DR3900 Spectrophotometer Micro Distillation Kit for \$11,199.81. This purchase is included in the FY2020 budget.
- approving Resolution R2019-41: **A resolution authorizing and directing the Custodian of Records of the City of Belton, Missouri to destroy certain records that have exceeded the retention requirements as set forth by the State of Missouri.**
- approving Resolution R2019-42: **A resolution approving Task Agreement No. 2020-1 with FTC Equipment, LLC to replace Service Pump #2 and purchase an additional backup pump for the Wastewater Treatment Plant in the amount of \$22,607.36.**
- approving Resolution R2019-43: **A resolution approving Task Agreement No. 2019-2 with JCI Industries, Inc. to replace the motor end shaft and bearings for Aerator #7 in the amount of \$28,469.00.**
- approving Resolution R2019-44: **A resolution reappointing George Shrum and Rusty Sullivan and appointing Zebadiah Morlok and Jennifer Garner to the Municipal Park Board.** *There was a scrivener's error in the resolution presented. The error did not affect the content of the resolution. The signed resolution has been amended.
- approving Resolution R2019-45: **A resolution appointing Directors to the Board of Directors of the Y Belton Two Community Improvement District.**

- approving Resolution R2019-46: **A resolution authorizing an agreement with Opencities, Inc. for website publishing, management and hosting services for the City of Belton.**
- approving a Temporary Picnic Liquor Permit for the Fraternal Order of Eagles, #4492, to host an event in their parking lot on Friday, 5/17, and Saturday, 5/18/19.
- approving Resolution R2019-47: **A resolution amending and approving the Service Agreement between the Institute for Building Technology and Safety and the City of Belton, Missouri, for a term of two (2) years, and the automatic renewal and extension of an additional two (2) years until either jurisdiction terminates the service agreement with a 90-day written notice of termination in advance of the expiration, to include all provided services.**

Councilman Lathrop seconded. Councilman Clark noted there was a scrivener's error in Resolution R2019-44. All voted in favor. Consent agenda approved.

PERSONAL APPEARANCES

Mayor Davis presented a proclamation for Peace Officers Memorial Day and Police Week to Police Chief James Person and the Belton Police officers in attendance.

Mark Miller, 505 Silverado/14707 S. Benton, spoke to the Council about the recycling problems with Jim's Disposal.

ORDINANCES

Andrea Cunningham, City Clerk, read Bill No. 2019-26: An ordinance approving the Reappropriation & Revision of the City of Belton Fiscal Year 2020 adopted City Budget.

Presented by Councilwoman Peek, seconded by Councilman VanWinkle. Sheila Ernzen, Assistant City Manager and Finance Director gave the General Fund FY19 report. This ordinance will amend the FY20 budget to reflect the City's actual cash carryover balance in each fund as of April 1, 2019 and will also reappropriate funds in the FY20 budget that were approved in the FY19 budget but were not completed before the year end. We will be using the money moved into the FY20 budget for an additional code enforcement officer, as well as some other things. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilman Lathrop moved to hear the final reading.** Councilman Finn seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilwoman Peek, seconded by Councilman Clark. Vote on the final reading was recorded:

Ayes: 9 Lathrop, Savage, VanWinkle, Trutzel, Davidson, Finn, Mayor Davis, Peek, Clark

Noes: 0

Absent: 0

Bill No. 2019-26 was declared passed and in full force and effect as **Ordinance No. 2019-4513**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2019-27: An ordinance approving the Final Plat of Southview Commerce Center South 2nd Plat located NW ¼ and SW ¼, Sec, 1, T46n, R33w, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's office. Presented by Councilman VanWinkle, seconded by Councilman Lathrop. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilman Trutzel moved to hear the final reading.** Councilwoman Peek seconded. Vote to hear the final reading was recorded with all voting in

favor. Motion passed. The final reading was read. Presented by Councilwoman Peek, seconded by Councilman VanWinkle. Vote on the final reading was recorded:

Ayes: 9 Finn, Savage, Lathrop, Trutzel, Davidson, Clark, VanWinkle, Mayor Davis, Peek

Noes: 0

Absent: 0

Bill No. 2019-27 was declared passed and in full force and effect as **Ordinance No. 2019-4514**, subject to Mayoral veto.

CITY COUNCIL LIAISON REPORTS

Councilwoman Davidson gave a Park report

- Princess party on June 1 at High Blue Wellness Center
- Big Bounce America on May 17-19 at Wallace Park. Tickets online.
- Summerfest on June 15 at Memorial Station
- Summerfest whiffle ball tournament at Memorial Park
- May is National Water Safety month
- Keller Williams Realty spread mulch near the arboretum
- June 7-23 On Golden Pond – Main Street Theater

MAYOR'S COMMUNICATIONS

The Chamber golf tournament was yesterday.

The Mayor and Councilwoman Peek attended the BHS after grad party at High Blue.

CITY MANAGER'S REPORT

May & June 2019 meetings

05/28 work session & regular meeting – 6:00 p.m.

06/11 work session & regular meeting – 6:00 p.m.

06/25 work session & regular meeting – 6:00 p.m.

OTHER BUSINESS

Chief Person said there were 425 runners/walkers at the Cass Community Foundation Walk for Health. They raised \$73,000.

Ms. Cunningham presented a request for records fee waiver. Only the Council has the authority to waive the fee. Padraic Corcoran, City Attorney, explained there are parameters for waiving record request fees. Staff recommendation is that this request does not meet those parameters. Mayor Davis asked for a motion. No motion was made. The motion failed for lack of motion.

At 7:09 p.m. Councilman Clark moved to enter Executive Session to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12; matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and that the record be closed. Councilwoman Peek seconded. The Council will come back out to regular session to adjourn the meeting.

The following vote was recorded:

Ayes: 9 Mayor Davis, Savage, Peek, Trutzel, Davidson, Lathrop, VanWinkle, Clark, Finn

Noes: 0

Absent: 0

The Council returned from Executive Session at 8:53 p.m. Being no further business, Councilman Clark moved to adjourn. Councilman Finn seconded. All voted in favor. Meeting adjourned.

Andrea Cunningham, City Clerk

Mayor Jeff Davis

**Minutes of the Belton City Council
Special Meeting
May 16, 2019
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the special meeting to order at 6:01 p.m.

Councilman Clark led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Davis, Tim Savage, Chet Trutzel, Dean VanWinkle, Gary Lathrop, Stephanie Davidson, Dave Clark, Ryan Finn, and Lorrie Peek

Staff present: Alexa Barton, City Manager; Padraic Corcoran, Attorney; and Andrea Cunningham, City Clerk

RESOLUTIONS

Andrea Cunningham, City Clerk, read 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.**

Presented by Councilman Trutzel, seconded by Councilwoman Peek. Vote on the resolution was recorded with all voting in favor. Resolution passed.

Alexa Barton, City Manager, gave a presentation to the City Council about the future of recycling, about the process of rebidding solid waste disposal services, and the plan to purchase carts. (see attached)

Ms. Barton informed the Council there is no need for an executive session tonight.

Being no further business, Councilman Clark moved to adjourn at 6:44 p.m. Councilman VanWinkle seconded. All voted in favor. Meeting adjourned.

Andrea Cunningham, City Clerk

Mayor Jeff Davis

Special Meeting: May 16, 2019
Trash, Recycling, Yard Waste Discussion

Good evening Mayor and City Council Members, the following information is to help provide answers to some questions that have arisen due to tonight's agenda items. I would like to share with you some information about our current contract and suggested services in the upcoming City Request for Proposal for Solid Waste, Recycling and Yard Waste.

Comments regarding our Current Contract

The City has been working with our current contractor;

Unfortunately, it has not been a good cooperative fit and therefore I recommended a 60-day cancellation in accordance with the contract;

I know people believe we chose the "low bidder"; however, the City is required to select the low and **best** bidder. On all bidding transactions we evaluate proposals based on certain criteria (experience, resources, references, sometimes that information includes business plans and more) and at that time those were met – The City of Belton follows every purchasing provision and guideline when evaluating proposals from bidders;

When the Council approved tonight's Resolution, brought the need to rebid disposal services. As such, it is important to expand on one of the services – along with the impact that the ever-changing industry of recycling is having on solid waste management.

Recycling

As many of you are aware recycling has been rapidly changing. I have read many articles, news stories and spoken with representatives from Mid-America Regional Council, including the Solid Waste Program Manager, Lisa McDaniel who all agree that Recycling is in an ever-changing situation in its current status, and as such, has no choice but to evolve thereby seeing changes in the market and ultimately services to communities.

For those who have not heard, Other countries such as China and Malaysia have accepted US recycle content in the past; however, much of that recycling was contaminated and ended up in their own landfills or is abandoned. Recycling Centers are beginning to limit the amount of contaminants allowed, many are stipulating no more than 20% contamination. In fact, our current contractor has informed the City of Belton that contamination levels in Belton are just over 40%.

In order to bring this under control the Solid Waste Recycling Haulers have begun their own marketing endeavors, which we have been seeing on the local news with news stories from such local solid waste vendors who have recycling centers, like WCA, Republic and Waste Management, but the stories don't stop on the local level because this is a national predicament. There are news stories from CNN, NBC, FOX and more.

Here is a sampling:

VIDEOS

These stories tell the true situation of recycling in America. In fact, the first stories were from local contractors, whose story was about a year old. The reported amount reflected in their story has changed today; meaning the status of recycling impacts in our own back yards. Education is a key part to recycling

because of its constant need to change and evolve; therefore, these stories you've just seen, along with others are now posted on the City of Belton's website and Facebook page.

Why am I sharing all of these news reports with you? Because in the new Request for Proposals prepared by the City of Belton for Solid Waste, Recycling and Yard Waste services, we want to be on the forefront of this change in recycling, and will be asking for 3 alternate proposals.

1. No Recycling,
2. A centralized recycling center located in Belton, and
3. Curbside Recycling

Of course, no recycling speaks for itself and from what I've heard is not the wishes of many within our community. Therefore, I would like to share the vast amount of information gleaned from various sources previously mentioned, as to the benefits of a central recycling center should that be the proposed service of choice in order to continue providing a recycling service that is effective to the true intent of recycling; which is: *Recycling* helps protect the environment. It reduces the need for extracting, refining and processing raw materials all of which create air and water pollution. As recycling saves energy it also reduces the impact on our landfills and greenhouse gas emissions, which helps to tackle climate change.

Location:

However, it is important to note that should a Recycling Center be chosen, the new location would **not** be at the Fire Station as our previous center was; instead, it would be located on city/public property where there may be multiple options, and all would be considered for the best service site – should this option be selected.

It would be fenced, secured and manned by City staff who would be educated on acceptable recycling content. In order to meet the concerns we have regarding what happened at our prior recycling center, where people dumped a vast amount of trash, this area would be fenced, secured and have cameras, along with a vast amount of signage stating the hours of the center and no dumping or piling items outside the gates. Also, should after hours or general dumping occur, the City would prosecute the offenders to the fullest extent of the law.

Effectiveness of a Recycling Center

Many may wonder how this is effective... with a Recycling Center the City would accept approved recycling that would be segregated at the center. Currently citizens have single stream or what is also known as "mixed" recycling. In its place, we would have separate recycling containers and those items would be segregated so as to meet the requirements and needs of what we are learning from the recycling industry.

If this option is selected citizens would need to show proof of Belton residency in order to drop off their recycling. If it is not already separated, the City staff person would help our citizens separate it as a part of education for future drop-offs. They **would not do it for them**, remember the quote:

"Give a man a fish and you feed him for a day; teach a man to fish and you feed him for a lifetime."

Our citizens are very interested in recycling and helping our environment; so is the City of Belton. By taking this approach, the benefits would be 3-fold in that:

1. we would now meet what the Recycling Industry is promoting: where the former marketing material use to say Recycle More, it now reads: "Recycle Better" or better yet, "Reduce, Reuse, Recycle" ... and we would be doing just that; and

2. this would help educate all of Belton on the acceptable items for recycling; after all, as we have all learned, just because there may be a recycling image on a piece of plastic, does not mean it is acceptable to the outside recycling centers; and
3. the City of Belton would be providing only 1 cart per household for trash use thereby eliminating the space to store 2 carts.

However, if we were to step away from curbside recycling, understanding this is a very important service our citizens desire; the City would incorporate into the RFP the ability to add curbside recycling back to our citizens ONCE THE RECYCLING INDUSTRY HAS STABILIZED.

To reiterate, if a recycling center would be the preferred method, curbside recycling would not be a part of services in a contract awarded within 60 days; instead, we would add a provision with the ability to amend the agreement if both parties agree to the cost for services when the recycling industry is more amenable and receptive to recycling.

What I have just shared is but a small window as to the options being placed for Recycling services and how they might function.

While I know you've heard an extensive amount of information about Recycling this evening, there are the elements of solid waste (trash) and yard waste being addressed in the RFP that I would like to briefly address.

Solid Waste (Trash)

The provisions outlined in the RFP come after due diligence by the City to ensure these services are continued without a gap so as to prevent a public health issue within our City.

Included in services, and a change from what we've had, will be the provision of a city purchased 96 gallon cart that will be delivered to their address. This cart becomes the property of the City and will stay at the address. Should people move they will not take the cart; the cart goes to an address and stays there. The carts specified come with a standard 12 year body and 10 year moving parts warranty. There was a provision to add 3 additional years warranty, at an additional cost; however, the City has chosen to not take advantage of that option due to the additional cost.

The purchase of these carts will allow our citizens to not have to change out carts should the provider change at the end of the contractual period.

The reason for the larger size carts is to address what the haulers have stated is a more economical approach to solid waste disposal; that is, they will pass down the street "1-time" and perform "1-tip" of a cart; this means that all trash at a residence must be within the cart.

The current practice that we are used to is the hauler was to pick-up all trash, even if it was in bags outside the cart. The new specifications require all trash to be contained within a cart; therefore we wanted the largest carts we could procure for our citizens. If there is trash outside the cart it will NOT be taken.

For those families with an extraordinary amount of trash, additional carts may be purchased through the City with the possibility of an additional tip fee, contingent upon the pricing returned from the disposal companies.

Furthermore, The City is providing for our hardship cases on record and would provide 48 gallon carts, if they desire. These will be available on a very limited basis.

No other services will be impacted by the purchase of carts. City Disposal Services is a proprietary and separate fund. The City will get a loan, somewhat like a lease to purchase, and will include the cost of carts in determining the monthly rate to citizens. Remember though, the bidders will not be asked to provide carts resulting in a reduced disposal rate from what it would have been if they were asked to include the provision of carts with their service.

Yard Waste

In the RFP we are asking for Yard Waste to be a year-round service with 10 items curbside. That would include any combination up to 10 items of yard waste including grass clippings and leaves – that must be in biodegradable bags only; or limbs cut down and bundled with twine per the specifications. Any yard waste in plastic or grocery store brown paper bags will not meet the yard waste code and will not be picked up.

There are times in the winter where some homeowners continue to cut their grass, winter limbs fall – ...

of course, I am referring to a minimal amount that would be bundled and placed at the curb. For larger storm events, the City would, more than likely, as we did this year, open an emergency storm tree limb drop off site, as I stated due to the extremely difficult winter we had this last year. And, of course, after Christmas, there is Christmas tree disposal.

Conclusion

In the end, the cost for disposal services and how each of those services is laid out would be contingent upon multiple factors including the services themselves, carts, and more.

I understand this is a lot to digest, and there are still a lot of questions out there; however, I believe the Resolution in front of you this evening is a good start to beginning to get the answers to those unknown items that will impact our disposal services in the future.

SECTION VII

B

R2019-49

A RESOLUTION REAPPOINTING ANDREW UNDERWOOD AND DENNIS WILLIAMSON TO THE ENHANCED ENTERPRISE ZONE BOARD.

WHEREAS, the City of Belton established the Enhanced Enterprise Zone Board on June 23, 2009, by Resolution R2009-25; and

WHEREAS, Andrew Underwood and Dennis Williamson are hereby reappointed to the Enhanced Enterprise Zone Board until June 23, 2024 or until their successor is appointed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belton, the following named individuals shall constitute the Enhanced Enterprise Zone Board with terms of office as shown:

<u>NAME</u>	<u>TERM</u>
William Keeney	June 23, 2021 representing the City of Belton
Ronald Branan	June 23, 2022 representing the City of Belton
Ron Peek	June 23, 2022 representing the City of Belton
Dave Clark	June 23, 2023 representing the City of Belton
Tom MacPherson	June 23, 2023 representing the City of Belton
Dr. Andrew Underwood	June 23, 2024 representing Belton School District
Dennis Williamson	June 23, 2024 representing Cass County, Missouri

Section 1. That this resolution shall be in full force and effect from and after its passage and approval.

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

SECTION VII

C

R2019-50

A RESOLUTION APPROVING TASK AGREEMENT NO. 2019-1 WITH THE JANIK GROUP TO EXCAVATE CLARIFIER #1 DRAIN VALVE AND INSTALL A PIPE TO ACT AS AN ACCESS MANHOLE IN THE AMOUNT OF \$11,950.00.

WHEREAS, while working on Clarifier #1 at the Wastewater Treatment Plant (WWTP) Staff discovered that the drain valve operating key was just turning, which usually indicates that the shear pin on the gear box has been broken. This valve is 16 feet deep and surrounded by other piping and electrical conduit; and

WHEREAS, three of the City's On-Call Water, Wastewater, and Stormwater Services Contractors were contacted to provide quotes to excavate the WWTP Clarifier #1 drain valve and install a pipe to act as an access manhole so WWTP Staff can replace the shear pin and allow ease of access for future repairs. The Janik Group provided the best and lowest bid in the amount of \$11,950.00; and

WHEREAS, Task Agreement No. 2019-1 with The Janik Group in the amount of \$11,950.00 is necessary to excavate the WWTP Clarifier #1 drain valve and install a pipe to act as an access manhole so WWTP Staff can replace the shear pin and allow ease of access for future repairs.

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

SECTION 1. That Task Agreement No. 2019-1 with The Janik Group, herein attached and incorporated to this Resolution as **Exhibit A**, is hereby approved for purposes described above.

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

SECTION 3. This resolution shall take effect and be in full force from and after its passage and approval by the City of Belton.

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

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

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

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
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: May 28, 2019

DIVISION: Water Services/ Wastewater Treatment Plant

COUNCIL: **Regular Meeting**

Work Session

Special Session

<input type="checkbox"/> Ordinance	<input checked="" 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:

While working on Clarifier #1 at the Wastewater Treatment Plant (WWTP), Staff discovered that the drain valve operating key was just turning, which usually indicates that the shear pin on the gear box has been broken. This valve is 16 feet deep and surrounded by other piping and electrical conduit.

Three On-Call Water, Wastewater, and Stormwater Services Contractors were contacted to provide quotes to excavate the Clarifier #1 drain valve and install a pipe to act as an access manhole so WWTP staff can replace the shear pin and allow ease of access for future repairs. The following bids were received: The Janik Group - \$11,950.00; Pyramid Excavation - \$14,009.92; and Breit Construction - \$21,285.00. The Janik Group submitted the lowest and best bid.

WWTP staff recommends approval of Task Agreement No. 2019-1 with The Janik Group in the amount of \$11,950 to excavate Clarifier #1 drain valve and install a pipe to act as an access manhole.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	The Janik Group	
Amount of Request/Contract:	\$	11,950.00
Amount Budgeted:	\$	110,000.00
Funding Source:	660-0000-400-2020 Plant Maintenance	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	98,050.00

STAFF RECOMMENDATION, ACTION, AND DATE:

Approval of a resolution approving Task Agreement No, 2019-1 with The Janik Group to excavate Clarifier #1 drain valve and install a pipe to act as an access manhole in the amount of \$11,950.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Exhibit A - The Janik Group Task Agreement 2019-1 and Scope of Work



PUBLIC WORKS
City of Belton – Public Works
Task Agreement

Contract: On-Call Professional Services Agreement

Ordinance or Resolution:	Task Agreement No: TA 2019-1	Not-to-exceed amount: \$11,950.00 Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
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Project Title: Excavate Clarifier 1 Drain Valve

Contractor/Consultant (including subs): Janik Group	Division and Staff Project Manager: Public Works/ Water Services Rex Olinger
---	---

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

PROJECT Scope (can be in the form of an attachment): See attached Quote.

Staff Signatures		Partner Signatures	
Director of Public Works: Celia Duran	City Manager: Alexa Barton	Project Manager:	Company Principal (if different):
Signature: <i>[Signature]</i>	Signature: _____	Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
Date: 5/21/2019	Date: _____	Date: 5-8-2019	Date: 5-8-2019

Project Type:	Design	Construction	Property Acquisition	Conceptual – Problem Solving	Surveying
Project Discipline(s):	Transportation	Planning	Water	Wastewater	X Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the 9th day of April, 2019.

Attach scope of work, budget, and other supporting material.



April 26, 2019

City of Belton
Attn.: Rex Olinger, Chief Operator
21200 Mullen Road
Belton, MO 64012
816-331-7789 Office
Rex_beltonwwtp@hotmail.com

Re: Valve Manhole Installation, WWTP Clarifier Tank

Mr. Olinger:

The Janik Group greatly appreciates the opportunity to submit a proposal for the above referenced project.

Proposal Includes:

- Provide labor, equipment, and materials to install a 48" diameter plastic manhole approximately 17' deep at the clarifier drain line noted on the site visit. Details include but may not be limited to the following:
 - Water-vac excavation; due to the proximity of existing utility lines/infrastructure and the clarifier foundation, disturbance shall be minimized by the use of water jetting and vacuuming soil. A dump site for spoils must be provided by the City in close proximity to the excavation site.
 - Lifting equipment rental
 - 48" x 20' plastic pipe material for manhole chase, HDPE or similar product
 - Minimum of 6", 1-1/2" stone base/bedding placed at the bottom of the pit
 - 48" x 48" x 1/8" untreated steel plate for lid placed over top – no anchors included
 - 6" x 12' plastic PVC pipe for valve guide placed at valve stem
 - Labor and clean-up of disturbed areas
 - Project duration is approximately 2 days once mobilized

Excludes:

- Temporary utilities or sanitary facilities
- Permits
- Relocation of any equipment and/or supplies
- Unforeseen site conditions
- Material testing
- Bond, if required add 3% to total

The Janik Group hereby proposes the base bid amount of eleven thousand, nine hundred fifty dollars (\$11,950.00). All material is guaranteed to be as specified and the work be performed in accordance with our best interpretation of the information conveyed at the site visit. This work will be completed in a substantial workmanlike manner with payment to be made upon receipt of invoices. Any alteration or

Building Integrity

General Contractor
Construction Manager
Design-Builder

816.560.0119
www.TheJanikGroup.com



deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposal price. All agreements are contingent upon strikes, accidents and/or delays beyond the control of The Janik Group. The property/facility owner shall carry fire, tornado, and other necessary insurance upon this work. The Janik Group will furnish workmen's compensation and general liability insurance. This proposal may be withdrawn if not accepted within 30 (thirty) days. If you have any questions, or need further information, please call at your earliest convenience.

Respectfully Submitted,

Daniel Janik
President

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. Wulff-Rodgers Construction is authorized to do the work as specified. Payment will be made per the terms of the agreement.

Accepted _____ Date _____

Building Integrity

SECTION VII

D

R2019-51

A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE THREE-YEAR TERM PURCHASE AGREEMENT WITH CARTEGRAPH TO TRACK MAINTENANCE AND RELATED COSTS THROUGH ASSET WORK ORDERS IN THE AMOUNT OF \$92,805.50 OF WHICH COSTS WILL BE SPREAD OUT DURING THE THREE-YEAR TERM.

WHEREAS, Public Works has been using Cartegraph to track maintenance and related costs through asset work orders since 2011. This program aids the team with efficiency in maintenance operations and planning work activity so that the team can work smarter and manage manpower needs more effectively. In 2014, Staff began using the web-based system that allows for a more visual representation of tracking assets with maps available on every page. Summaries of costs, work orders, and assets are easily provided using the Cartegraph dashboard home screen. GIS data syncs with Cartegraph assets on a weekly basis through a third-party vendor (Midland GIS). This ensures that data is consistent across the two platforms; and

WHEREAS, the current purchase agreement expires on June 5, 2019. Staff recommends approving the Cartegraph Purchase Agreement effective for three years. The costs associated with this agreement will be paid out of Transportation and Water Services' budgets in FY2020 (\$30,025.40), FY2021 (\$30,926.16), and FY2022 (\$31,853.94) for a three-year term total cost of \$92,805.50; and

WHEREAS, the City Council believes the Purchase Agreement between the City of Belton and Cartegraph is beneficial to the citizens of Belton aiding City Staff with efficiency in maintenance operations and planning work activity so that City Staff can work smarter and manage manpower needs more effectively.

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

SECTION 1. That this resolution authorizing and approving the Purchase Agreement between the City of Belton and Cartegraph, attached as **Exhibit A**, for a term of three (3) years is hereby approved for purposes described above.

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

Duly read and passed this ____ day off _____, 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 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 on the ____ day of _____, 2019, by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: May 28, 2019

DIVISION: Public Works

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

<input type="checkbox"/> Ordinance	<input checked="" 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:

Public Works has been using Cartegraph to track maintenance and related costs through asset work orders since 2011. This program aids the team with efficiency in maintenance operations and planning work activity so that the team can work smarter and manage manpower needs more effectively. In 2014, Staff began using the web-based system that allows for a more visual representation of tracking assets with maps available on every page. Summaries of costs, work orders, and assets are easily provided using the Cartegraph dashboard home screen. GIS data syncs with Cartegraph assets on a weekly basis through a third-party vendor (Midland GIS). This ensures that data is consistent across the two platforms.

The current purchase agreement expires on June 5, 2019. Staff recommends approving the Cartegraph Purchase Agreement effective for three years. The costs associated with this agreement will be paid out of Transportation and Water Services' budgets in FY2020 (\$30,025.40), FY2021 (\$30,926.16), and FY2022 (\$31,853.94) for a three-year term total cost of \$92,805.50.

FINANCIAL IMPACT/ANALYSIS:

Contractor:	Cartegraph
Amount of Request/Contract:	\$ 30,025.40 (Year 1)
Amount Budgeted:	\$ 30,025.40
Funding Source:	Transportation Division: 225-0000-400-2015 Water Services: 660-0000-400-2015; 662-0000-400-2015
Additional Funds:	\$ N/A
Funding Source:	N/A
Encumbered:	\$ N/A
Funds Remaining:	\$ N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approval of a resolution to authorize and approve the three-year term Purchase Agreement with Cartegraph to track maintenance and related costs through asset work orders in the amount of \$92,805.50 of which costs will be spread out during the three-year term.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Cartegraph Purchase Agreement

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between City of Belton, MO (hereinafter referred to as "Customer") and Cartegraph Systems LLC (hereinafter referred to as "Cartegraph"). In the case that any terms or conditions provided in the Cartegraph Solutions Agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Cartegraph Solutions Agreement shall control.

Customer Bill To:	Customer Ship To:
City of Belton 520 Main Street Belton, MO 64012	Same

Investment Summary

The Addendums attached hereto, include:

Addendum A - Support Services

Cartegraph's proposed fees for this project are included in the summary below.

Today's Date: April 19,
2019

Signature May 30, 2019
Expiration Date:

Purchase #PA1136
Agreement No.:

	Purchase Type	Qty.	Unit Price	Total Price
YEAR 1				
SOLUTIONS				
Cartegraph OMS – Platform - Enterprise	Subscription, Cartegraph Cloud Deployment	1	\$16,558.00	\$16,558.00
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$3,467.40	\$3,467.40
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,000.00	\$10,000.00
YEAR 1 SUB-TOTAL				\$30,025.40
YEAR 2				
SOLUTIONS				
Cartegraph OMS – Platform - Enterprise	Subscription, Cartegraph Cloud Deployment	1	\$17,054.74	\$17,054.74
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$3,571.42	\$3,571.42
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,300.00	\$10,300.00
YEAR 2 SUB-TOTAL				\$30,926.16

YEAR 3				
SOLUTIONS				
Cartegraph OMS – Platform - Enterprise	Subscription, Cartegraph Cloud Deployment	1	\$17,566.38	\$17,566.38
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$3,678.56	\$3,678.56
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,609.00	\$10,609.00
YEAR 3 SUB-TOTAL				\$31,853.94
TOTAL COST (3-YEAR TERM)				\$92,805.50

- NOTES:**
- The pricing listed above does not include applicable sales tax.
 - The Cartegraph OMS pricing listed above does not include Esri ArcGIS licenses.
 - Offline with Cartegraph for iPad is not included in this price.
 - Hosting includes 50G of available file storage. If additional storage is required, the Customer can purchase in 50G increments.

Payment Terms and Conditions

In consideration for the Solutions and Services provided by Cartegraph to Customer, Customer agrees to pay Cartegraph the Fees in U.S. Dollars as described below:

1. **Delivery:** Customer shall be provided with the ability to access and use the Solutions upon execution of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Renewal Invoicing:** Invoicing for the Renewal fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
 - a. \$30,025.40 due upon execution of the Purchase Agreement.
 - b. \$30,926.16 due 15 days prior to 1st year anniversary of term start date.
 - c. \$31,805.50 due 15 days prior to 2nd year anniversary of term start date.
3. **Expenses:** In providing the services included in this Purchase Agreement, Cartegraph shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
4. **Payment Terms:** All payments are due Net 30 days from start date of invoice.

BY SIGNING BELOW, THE PARTIES AGREE THAT ALL USE AND ACCESS TO THE SOLUTIONS DESCRIBED IN THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE CARTEGRAPH SOLUTIONS AGREEMENT, WHICH CAN BE REVIEWED AT: <https://www.cartegraph.com/solutions-agreement/>. THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CARTEGRAPH SOLUTIONS AGREEMENT AND THIS PURCHASE AGREEMENT REFERENCED HEREIN.

CARTEGRAPH: Cartegraph Systems LLC

By 
(Signature)

Mitch Bradley

(Type or print name)

Title SVP of Sales & Marketing

Date 5/21/19

CUSTOMER:

By _____
(Signature)

(Type or print name)

Title _____

Date _____

Cartegraph Systems LLC
Addendum A - Support Services
Cartegraph Support and Training Services – Scope of Work

The Support Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum A, the applicable Purchase Agreement, and the Cartegraph Solutions Agreement. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

As part of Customer's subscription to access and use of the Cartegraph Solutions, Customer will receive:

1. Support Services

a. Campus – www.cartegraph.com/campus

Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph Solutions. Instantly access user tips, step-by-step guides, videos, and more.

b. Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050

When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.

c. Secure, Live Remote Support

If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

2. Training & Education Services

a. Convenient Online Resources

All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.

b. Customer Led User Groups

Meet and network with similar Cartegraph users in your region. Customer led User Groups allow you to find out what other organizations are doing to get more from their Cartegraph solutions and services.

3. Releases & Upgrades

a. New Releases

Be the first to know about all new Cartegraph releases, enhancements, and upgrades.

i. Your cloud-hosted site will be automatically upgraded by our System Consultants after the release is available. This way, you'll experience increased system performance while gaining timely access to the latest features and functionality.

ii. For your on-Premises Installation, our Technical Consultants will work with your organization's IT staff to receive the latest software release in a timely manner. This way, you'll experience increased system performance while gaining prompt access to the latest features and functionality

b. Hot Fixes

If an issue is determined to be a defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution

Cartegraph will provide the Support Services only to Customer, provided that Cartegraph reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to the Solutions. Said support applies only to the most current version of the product and the previous version in succession.

All Support Services are dependent upon the use by Customer of the Solutions in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify the Solutions so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.

SECTION VII

E

R2019-52

A RESOLUTION AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH THE BELTON POLICE DEPARTMENT TO PURCHASE 54, 9mm SIG SAUER P-320's TO REPLACE 54, P220.45 HANDGUNS PURCHASED IN 2014.

WHEREAS, the Belton Police Department plans to purchase 54 Sig Sauer P-320s from "Range-St. Louis West for \$23,057.46; and

WHEREAS, the Belton Police Department is trading-in 54 used P220.45 handguns purchased in 2014 at a value of \$350.00 per gun, totaling \$18,900.00 bringing the total cost to \$4,157.46; and

WHEREAS, the funding source for this purchase is the Belton Police Department's DWI Recoupment fund. The funding is included in the current year's budget.

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

SECTION 1. That the City Council hereby authorizes and approves the purchase of 54 9mm Sig Sauer P-320s from Range-St. Louis West.

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

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
Of the City of Belton, Missouri



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: May 28, 2019
ASSIGNED STAFF: James R. Person
DEPARTMENT: Police

Approvals: Engineer: Dept. Dir: Attorney:
City Admin.:

Table with 4 columns: Ordinance, Resolution, Consent Item, Change Order, Agreement, Discussion, FYI/Update, Other, Motion.

ISSUE/REQUEST: Approve the purchase of 54 Sig Sauer P-320s for the Belton Police Department.

PROPOSED CITY COUNCIL MOTION: To approve the purchase of 54 Sig Sauer P-320s in the amount of \$4,157.46 from Range-St. Louis West, the sole source provider of Sig Sauer.

BACKGROUND: (including location, programs/departments affected, and process issues)
The estimated cost of the 54, 9mm P320s with three magazines and night sights is \$426.99 per gun for a total of \$23,057.46. The Department will be trading in 54 used P220.45 handguns giving us a credit of \$350.00 per gun for a total trade in value of \$18,900.00. This will bring the final cost of the purchase to \$4,157.46. This amount is included in the FY20 Budget.
IMPACT /ANALYSIS:
The current 220.45 handguns were purchased in 2014. These need to be replaced with an updated firearm and this particular gun is a premier choice for law enforcement.

FINANCIAL IMPACT

Contractor:	The Range-St. Louis West
Amount of Request/Contract:	\$4,157.46
Amount Budgeted:	\$24,300.00
Funding Source:	233-0000-4957400 DWI Recovery
Additional Funds	
Funding Source	
Encumbered:	\$
Funds Remaining:	\$ 20,142.54

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

STAFF RECOMMENDATION: Approved
OTHER BOARDS & COMMISSIONS ASSIGNED: Date: Action:

Memo from Lt. Shawn Hornbeck
The Range-St. Louis West Quote



**Belton Police
Department**

Memo

To: Chief James Person
From: Lt. Shawn Hornbeck
Date: 5-15-2019
Re: Cost of new duty pistols

Yesterday, I received the final price quote from Kelly Murray with The Range-St. Louis West for 54 Sig Sauer P-320s. The Sig Sauer Law Enforcement Regional Sales Manager, Jeff Hallgren, had placed me in contact with Mr. Murray as The Range St. Louis West is the regional distributor for Sig Sauer and can be considered a sole source provider. The estimated cost to the city for 54, 9mm P320s with three magazines and night sights is \$426.99 per gun for a total of \$23,057.46. The total cost for the new guns after the trade in of our 54 used P-220 .45 handguns with three magazines will be **\$4,157.46**. The department is receiving a trade in credit of \$350.00 per gun for a total trade in value of \$18,900.00. I have attached a copy of the price quote as prepared by Mr. Murray.

A handwritten signature in black ink, appearing to read "Shawn Hornbeck", written in a cursive style.

Lt. Shawn Hornbeck



TheRangeSTL.com

The Range - St. Louis West

Estimate

14803 Manchester Rd. Ballwin, MO 63011

Quotation For:

BELTON POLICE DEPARTMENT
 7001 E. 163RD ST.
 BELTON, MO. 64012-4614
 USA

Date: 5/14/2019

Quotation #: 2019-KDM-0514

Quotation valid until: 8/14/2019

Comments or Special Instructions

If you have any questions please call or email Me

Kelly Murray 636-236-2065

Quantity	Product	Product Description	Agency Price	Total Price
54	L320F-9-BSS	P-320, 9MM, 4.7IN, NITRON BLACK, STRIKER, SIGLITE, MODULAR POLYMER GRIP, LE, (3) 17RD STEEL MAG, RAIL	\$426.99	\$23,057.46
54	TRADE IN	USED P-220 .45 CAL HANDGUNS WITH NIGHT SIGHTS AND 3 MAGAZINES OFFICER BUY BACK PRICE IS \$375.00 PER PISTOL	\$350.00	\$18,900.00
			Total Amount	\$4,157.46
			Tax Rate	0.0000%
			Sales Tax	\$0.00
			TOTAL AMT	\$4,157.46
			DEPOSIT	\$0.00
			BALANCE DUE	\$4,157.46

BALANCE SHOWS PRICE WITHOUT TRADE IN

SECTION VII

F

R2019-53

A RESOLUTION AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH ITS POLICE DEPARTMENT TO RENEW A MAINTENANCE/SERVICE CONTRACT FOR TELEPHONE HARDWARE MAINTENANCE AND REPLACEMENT WITH DICE COMMUNICATIONS.

WHEREAS, the Belton Police Department is renewing the Maintenance and Support Agreement with Dice Communications for the telephone system hardware; and

WHEREAS, the Belton Police Department has entered into a maintenance and service contract with Dice Communications beginning in 2015 and found their services to be a reliable and quality resource; and

WHEREAS, the renewal agreement remains the same as in the past; and

WHEREAS, the funding source for this agreement is the Belton Police Department's Maintenance Agreement fund in the amount of \$4,769.52. The funding is included in the current year's budget.

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

SECTION 1. That the City Council hereby authorizes and approves the Maintenance/Service Contract for the telephone system hardware, herein attached and incorporated as Exhibit A to this ordinance, for the police telephone system managed by the Police Department.

SECTION 2. That the Mayor is authorized to sign the agreement on behalf of the City of Belton.

SECTION 3. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

Duly read and passed this 28th day of May, 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
Of the City of Belton, Missouri



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: May 28, 2019
 ASSIGNED STAFF: James R. Person, Chief of Police
 DEPARTMENT: Police

Approvals

Engineer: Dept. Dir: Attorney: City Admin.:

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

ISSUE/REQUEST: Approval of the renewal with Dice Communications for the Telephone hardware maintenance and replacement services for FY20

PROPOSED CITY COUNCIL MOTION: A motion approving telephone maintenance and support service with Dice Communications in the amount of \$4,769.52 for one year.

BACKGROUND: *(including location, programs/departments affected, and process issues)*

Dice Communications began providing hardware maintenance and replacement service for the telephones at the police station in 2015. The price has actually decreased from last year and all other sections of the agreement are the same as in the past.

IMPACT / ANALYSIS:

Without this service the Police Department telephone system support would not be available. This was included in the FY20 Budget.

FINANCIAL IMPACT

Contractor:	Dice Communications
Amount of Request/Contract:	\$ 4,769.52
Amount Budgeted:	38,500.00
Funding Source:	010-3800-400-2015
Additional Funds	\$ -0-
Funding Source	
Encumbered:	7,340.37
Funds Remaining:	\$ 31,159.63

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

STAFF RECOMMENDATION:
OTHER BOARDS & COMMISSIONS ASSIGNED:
Date:
Action:

List of reference Documents Attached:

Memo from Lt. Norman Shriver
Invoice from Dice Communications
Maintenance/Service Agreement



**Belton Police
Department**

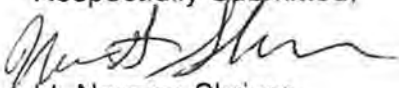
Memo

To: Chief James R. Person
From: Lt. Norman Shriver
Date: 05/13/2019
Re: Dice Communications Maintenance renewal

We have had a maintenance agreement with Dice Communications on our phone system for the past several years. Money was allocated in the current year's budget for this renewal. Attached is the quote from Dice in the amount of \$4,769.52. This is a decrease in the cost from last year. Last year's cost was \$5,472.00. Other than the price decrease all other sections of the agreement are the same as in the past.

I would request this be put on the next scheduled council agenda for their consideration.

Respectfully Submitted,


Lt. Norman Shriver



Dice Communications, Inc.

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

Quote

No.: **11817**
 Date: 4/3/2019

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

Prepared by: Karla Steele
 Account No.: 2673
 Phone: 816.210.0844
 Job: Scott Dice

Quantity	Item ID	Description	UOM	Sell	Total
Dice Maintenance Contract					
Coverage Dates: 6/25/2019-6/26/2020					
1.00	Maintenance - Level 3	Dice Maintenance Contract - Level 3	YR	\$4,769.52	\$4,769.52

Your Price: \$4,769.52
Total: \$4,769.52

Additional Comments, Terms and Conditions or client responsibilities:

Prices are firm until 7/2/2019 Terms: Net 30

Prepared by: Karla Steele, ksteele@dicellc.com

Date: 4/3/2019

Accepted by: _____

Date: _____

Disclaimer

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

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

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

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



Explanation of Maintenance Contract Items

Maintenance price per port - Maintenance contracts are priced on a per port basis. These ports are IP, Digital and analog trunk and user ports. Digital and IP trunks between nodes are not counted as trunk ports.

Maintenance Coverage hours - There are two coverage hour offerings. 7am to 7pm CST/CDT, Monday - Friday (Level 1); 24 x 7 x 365 (Level 2, 3 and Managed) provides BELTON POLICE DEPARTMENT with service whenever required.

Response time - Response times start when Dice Communications, Inc. (DCI) confirms receipt of trouble report. An engineer will respond to the trouble report as per the resolution timeframes defined by contract level. Resolution timeframes are identified herein.

Discount on SES/SMS/SAS (Not applicable to OXO platform) - The Alcatel-Lucent SES/SMS or SAS discounts are based on the level of service purchased. DCI Level 3 contracts provide the highest discounts.

SMS (Support Maintenance Service) - With the purchase of SMS, you allow DCI to contact Alcatel-Lucent on your behalf for manufacturer technical and software support.

SES (Support Evolution Service) - With the purchase of SES, you will receive all SMS benefits as well as significant discounts on major system upgrades.

SES contracts should be renewed before the contract end date. There is a three (3) month grace period allowing for a contract to be backdated. After this grace period, renewed contracts will require a restart offer for a minimum of one (1) year. In addition to the new term a 30% reactivation fee will be charged except in the case of a three (3) year or more restart offer.

SAS (Specific Application Support) - With the purchase of SAS, you are afforded a subscription service delivering remote maintenance, support and access to software evolutions for applications purchased from the A-LE Professional Services' portfolio. Examples: ENS, PCX Record, Visual Auto Attendant and AVBS.

Maintenance coverage of phone equipment - All cards, processors, software, and chassis are covered under maintenance. All Alcatel-Lucent applications, e.g. 8770 System Management, 8600 My IC, My Teamwork, 8450 Fax Server and CCS are covered. Other third party equipment, e.g. paging, batteries, UPS backups, analog telephones, computers, appliance servers is not covered. 4760 System Management is no longer supported. An upgrade to 8770 will be required.

Maintenance coverage of voicemail equipment - 4645, OTMS, OTMC and AVST voicemail systems are covered in full to include all cards and hard drives. 4635 and 8440 voicemail are no longer supported. An upgrade to a new system will be required.



Telephone replacement of same type - The telephone replacement option is for sets of the same type, i.e. 8068 -> 8068. If a set is found to have sustained physical damage, water damage and the like, the set cannot be repaired by Alcatel-Lucent. In these instances, DCI will provide pricing to replace the set. The following set types end of support and are no longer available: 4035, 4020, 4010, 4004, 4029, 4038, 4039 and 4068. An upgrade to a new set would be required.

Defective Returns - Per the terms of this agreement, defective product/s should be returned within thirty days after receipt of advanced material. Failure to comply with this contractual requirement could result in DCI invoicing BELTON POLICE DEPARTMENT for the non-return of the defective material.

Service Obligations - DCI shall address any technical or operational defects or malfunctions in the System either by remote diagnostics or by the onsite presence of DCI's service representative, who shall respond to the defect or malfunction after being notified of the same by BELTON POLICE DEPARTMENT, and restore the System to a normal state of operational efficiency. In carrying out its service and maintenance obligations, DCI may install or replace any components or parts that DCI deems either necessary or desirable for the effective operation of the System, at no additional charge to BELTON POLICE DEPARTMENT. Any part or component installed by DCI shall be new or like new.

In the event that the subject equipment is deemed "Manufacturer Discontinued", "Manufacturer End of Life" or "Manufacturer non-supported", DCI will provide a best effort service level with no guarantee of parts or software availability. DCI will provide pricing to accommodate system migration to supported hardware/software.

Alcatel-Lucent software (OXE) - When a software issue occurs, SES and SMS are required to obtain a resolution from Alcatel-Lucent. As part of this offering, DCI will load and test the patches provided by the manufacturer.

Alcatel-Lucent software (OXO) - When a software issue occurs, DCI will load and test patches available to them by the manufacturer. This offer requires BELTON POLICE DEPARTMENT to maintain an Active Commercial Release of software. The life cycle process of OmniPCX Office RCE (formerly OXO, currently referred to as OpenTouch SMB) releases is based on a 36-month period. Alcatel's principle is to deliver to market a new OmniPCX Office RCE release every 6-12 months. The life cycle process is as follows: Active Commercial delivery (or GA) followed by Pre phase-out, Phase-out and End of Life.

Checkup of switch - With the purchase of Level 2 and 3, every 6 months an engineer will remotely access the system and perform preventative maintenance tasks, e.g. disk space utilization, verify function of shelves/boards/trunks, database coherency, analyze errors (infocollect). Findings and recommendations will be provided to BELTON POLICE DEPARTMENT.

Repository for backups - DCI will keep customer records e.g. system license files and backups. DCI

3



will update the records as changes occur.

Monthly backups - Level 3 provides for monthly backups of the PCX and appropriate voicemail. Screen-sharing programs for high-speed transfer of the files are acceptable for OXO systems only. Most backups are 2-5 MB for the system and 5-80 MB for voicemail. If 8770 is available onsite, a local backup schedule will be configured for daily or weekly backups. Local backup schedules will be configured by DCI and are the responsibility of BELTON POLICE DEPARTMENT.

System Monitoring - Level 3 provides for System monitoring via 8770 management server. This will require external email access for notification via the application.

Managed services customers - Remote MAC work is included in the managed services offering during the term of the contract. BELTON POLICE DEPARTMENT will report all remote MAC work to DCI through the service number or the service email address. Remote MAC requests are identified as activity associated with activating, disconnecting or changing features of a station set or other voice system components. Individual requests should not exceed 10 (ten) stations. MAC examples are as follows: name changes, key feature changes, new phone configuration, reporting (if application is available), voice mail changes (password resets, adds, deletion). Remote MAC support does not include resolution of issues caused by network, telecom provider or products purchased from suppliers other than DCI.

Remote labor for software upgrades is included once per year (SES purchase required). Upgrade offering does not include hardware.

Additional Fees - BELTON POLICE DEPARTMENT will be charged additional fees by DCI via separate invoicing if BELTON POLICE DEPARTMENT utilizes its resources in resolving issues that are caused by BELTON POLICE DEPARTMENT's own network, power supplies, facilities, telecom provider, power outages, or products purchased from other suppliers other than DCI.

In the case of network or telecom connectivity issues, DCI will diagnose and engage BELTON POLICE DEPARTMENT for escalation to the carrier or its IT provider for resolution. In these instances, the first hour of troubleshooting effort will be performed under the scope of this agreement at no additional charge to BELTON POLICE DEPARTMENT. If BELTON POLICE DEPARTMENT requires DCI to remain engaged, further efforts will be billable at previously agreed-upon hourly rates. Should final resolution result in a phone system hardware or software fault, the incident will be covered under DCI maintenance. Troubleshooting efforts once escalated to third party will be performed with the understanding that such efforts will be billable should the phone system equipment or configuration not be at fault.

Move, adds, and changes (and technical support of such) will be invoiced at \$150.00 per hour, 1 hour (minimum), 15 minute increments. Travel expenses will be invoiced at cost to include travel labor. Shipping charges apply to hardware shipments (excluding maintenance replacements). Work



performed outside of normal business hours and weekends will be invoiced at 1.5 the hourly rate. Work performed on holidays will be invoiced at 2 times the hourly rate.

Opening Service Tickets

BELTON POLICE DEPARTMENT will place all service and support requests via (877) 331-2923 or email to diceservice@dicellc.com. The Dice service email address distributes your request to the service department and DCI management team for processing.

If emergency service is required BELTON POLICE DEPARTMENT will contact DCI via voice. Email notification of emergencies could delay response time. Critical and Major severity issues are supported 24x7x365. Routine severity issues are supported 8x5 (local time zone of the Customer) Monday through Friday.

The following information is required to ensure requests are handled properly: Name and number of the person requesting service, name and number of the affected user if someone other than caller, the location experiencing the problem, a brief description of the issue, applicable extension numbers and the severity level.

Severity Definitions and Resolution timeframes

Critical Priority 1 -

Definition: Major portion of the network or application is down causing a severe impact to end-user. Has a critical effect on the customer's operation. This condition is generally characterized by complete system failure or continuous rebooting that deems the system inoperable and requires immediate correction. In addition, any condition that may critically affect human safety is considered Critical Priority 1.

1. Upon receiving notification of a Critical Priority 1, an Engineer will be assigned to assess the trouble and attempt to resolve remotely. A technician will be dispatched to site if deemed necessary.
2. One hour after the request is received, an assessment of the trouble will be provided to BELTON POLICE DEPARTMENT. If the issue has not been resolved the Engineer will identify further action.
3. Four hours after the request is received, the Enterprise Service Manager and Senior Engineer will provide an action plan for resolution.

Major Priority 2 -

Definition: Partial system down or inoperative, major impact. The system is partially inoperative but still usable by client's users. The inoperative portion of the product severely restricts operations.



1. Priority 2 requests will be responded to by an engineer within two hours. The engineer will communicate regular updates with BELTON POLICE DEPARTMENT.
2. If a resolution is not reached within eight hours, the Enterprise Service Manager and Senior Engineer will provide an action plan for resolution.

Routine Priority 3 -

Definition: A condition exists affecting a limited number of users or functionality. This condition is not critical and does not severely restrict overall operations.

1. Priority 3 requests will be responded to within four hours. An assessment of the work requested will be made and resources will be scheduled as available.

Dice Communications Inc.
Maintenance Support Options

Belton Police Department

Platform
OXE

Managed	Level 3	Level 2	Level 1	Plan Type
\$3.42	\$2.28	\$2.05	\$1.82	Maintenance price per port
24x7x365	24x7x365	24x7x365	M-F 7-7	Coverage hours
4 Hr	4 Hr	4 Hr	8 Hr	Response time
30%	25%	25%	25%	Discount on SES & SMS (Not applicable to OXO) [quoted separately, additional multiyear discounts available]
7%	5%	5%	5%	Discount on SAS (ENS, AVBS, PCX Record) [quoted separately, additional multiyear discounts available]
20%	15%	15%	15%	Discount on AVST [quoted separately, additional multiyear discounts available]
✓	✓	✓	✓	Maintenance coverage of phone equipment (telephone replacement not included)
✓	✓	✓	✓	Maintenance coverage of voicemail equipment
✓	✓	✓	✓	Telephone replacement of same type
✓	✓	✓	✓	Alcatel software revisions (patches) to address performance issues, remote installation
✓	✓	✓	✓	Checkup of switch, occurs twice per contract year
✓	✓	✓	✓	One time repository site backup of database and voice topology
✓	✓	✓	✓	Monthly backup to Dice Communications backup server
✓	✓	✓	✓	System monitoring via Omnivista 8770 management server (requires VPN access)
✓	✓	✓	✓	Remote MAC (less than 10 stations per request). Remote labor for software upgrades once per year (OXE only, SES purchase required). Excludes any hardware required for upgrade.



Dice Communications Maintenance											
Managed			Level 3			Level 2			Level 1		
1 Year	3 Year 3%	5 Year 5%	1 Year	3 Year 3%	5 Year 5%	1 Year	3 Year 3%	5 Year 5%	1 Year	3 Year 3%	5 Year 5%
\$ 8,208.00	\$ 7,961.76	\$ 7,797.60	\$ 6,472.00	\$ 6,307.84	\$ 6,198.40	\$ 4,924.80	\$ 4,777.06	\$ 4,678.56	\$ 4,377.60	\$ 4,246.27	\$ 4,158.72



Dice Communications, Inc.
4509 S. 143rd St.; Suite 5-7, Omaha, NE 68137 (402) 597-2923

Service Contract
Alcatel-Lucent

Customer: BELTON POLICE DEPARTMENT
XX/XX/2017

Date:

1. **MAINTENANCE OBLIGATIONS:** Dice Communications, Inc., (DCI), hereby agrees to provide hardware maintenance and replacement services as follows: DCI will provide all necessary parts and remote technical replacement support to maintain the telephone systems, owned by BELTON POLICE DEPARTMENT, in good working order at all times. DCI will respond to all service calls from BELTON POLICE DEPARTMENT, as defined in the maintenance contract resolution timeframes. This agreement does not cover the replacement costs of parts or the labor charges incurred to replace parts that have been lost, stolen, damaged by accidents, negligence or causes other than ordinary use, to include but not limited to; storm or water damage, loss of power or environmental control, i.e. heating, air conditioning or humidity. Previously known, potentially unresolved issues (i.e. data base corruption, out of service applications) are deemed out of scope of the Agreement. If persons other than DCI representatives move, perform maintenance on, add to, or repair the equipment and DCI is required to restore the equipment to good operating condition by reason thereof, or if the customer requests service outside the scope of the Agreement, DCI shall, upon approval by BELTON POLICE DEPARTMENT, correct problems at the rates for time and materials then in effect.

2. **PAYMENT:** In consideration of the above, the customer agrees to pay DCI the service charge set forth below, plus applicable taxes. During the maintenance term, the charges shall be due in full and payable upon receipt of invoice. In the event of any default in payments or any other customer charges, customer owes DCI; DCI shall have the right to withhold customer's service and maintenance, to refuse to grant customer any additional credit, to put customer's account on a C.O.D. basis, and/or to cancel the Agreement. If equipment is added to the system subsequent to date of the initial installation of the equipment described below, an additional charge will be computed and presented to BELTON POLICE DEPARTMENT for approval to reflect the increased cost of servicing and maintaining the added equipment. Multi-year contracts may be subject to an annual hourly labor rate increase.

3. **TERM OF AGREEMENT:** This Agreement shall continue in force for a period of 12 months from the effective date on which maintenance charges first begin, as indicated below.

4. **TERMINATION:** Either party may terminate this Agreement at any time without cause by written notice to the other party of not less than thirty (30) days. Either party may terminate this



Agreement immediately by written notice (a) upon any breach by the other if such breach is not curable, or, if such breach is curable, it has not been cured within the longer of 30 days or such time period as is mutually agreed to by the parties after receiving written notice describing such breach, or (b) upon the other party's bankruptcy, insolvency or cessation of business. The confidentiality provisions shall survive any termination or expiration of this Agreement. Termination excludes SES/SMS support.

5. MISCELLANEOUS: IN THE PERFORMANCE OF THIS AGREEMENT, DCI HEREBY DISCLAIMS ALL WARRANTIES FOR MERCHANTABILITY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. DCI MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY CONCERNING THE EQUIPMENT LISTED HEREIN, WHICH IS NOT CONTAINED IN THIS AGREEMENT. IN NO EVENT SHALL DCI BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. FURTHER, DCI WILL NOT BE RESPONSIBLE IF THE PERFORMANCE OF ANY SERVICE IS PREVENTED BY DECLARED GOVERNMENTAL EMERGENCIES, CIVIL DISTURBANCES, STRIKES OR OTHER CAUSES BEYOND ITS CONTROL. FINALLY, IF A THIRD PARTY PERFORMS ANY REPAIRS, REPLACEMENTS OR MAINTENANCE ON THE SYSTEM, THIS AGREEMENT BECOMES NULL AND VOID AND DCI IS NOT RESPONSIBLE FOR ANY DAMAGE DONE TO THE SYSTEM DUE TO THE THIRD PARTY. ALSO DCI IS NO LONGER LIABLE FOR ANY REPAIRS, REPLACEMENTS OR MAINTENANCE UNLESS AN ADDENDUM TO THIS AGREEMENT TO LIMIT DCI'S LIABILITY GOING FORWARD IS CREATED THAT DCI APPROVES TO. THERE ALSO SHALL BE NO SETTLEMENT OF PRE-PAID FUNDS. This Service Contract replaces any previous Service Contract between the customer and DCI for the repair, maintenance, and service of the equipment described herein. The Agreement shall bind and benefit both parties hereto including their successors, designees and assigns.

SECTION IX

A

AN ORDINANCE AMENDING CHAPTER 6 – BUSINESS LICENSES AND REGULATIONS; AND APPENDIX A – SCHEDULE OF FEES AND CHARGES, OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI.

WHEREAS, City Staff presented the Rental Licensing Inspection Program to the Code Enforcement Advisory Committee for review and discussion on December 6, 2017, September 12, 2018, and November 14, 2018; and

WHEREAS, the Code Enforcement Advisory Committee directed staff to present the concept plan for the Rental Licensing Inspection Program to the City Council at a work session on January 22, 2019, and May 28, 2019; and

WHEREAS, Chapter 6 of the City of Belton Code of Ordinances addresses business licensing in the City of Belton; and

WHEREAS, the City wishes to amend Chapter 6 by adding a Landlord Business License as well as amending additional language to prepare for the implementation of the Rental Licensing Inspection Program; and

WHEREAS, the City wishes to amend Appendix A to be consistent with Chapter 6; and

WHEREAS, the City Council believes it is in the best interest of the City of Belton to adopt the Rental Licensing Inspection Program and thereby necessitating the amendment of Chapter 6 and Appendix A of the Code of Ordinances.

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

Section 1. That Chapter 6 – Business Licenses and Regulations, is hereby amended as follows with **additions in bold** and deletions with ~~strikeout~~:

Sec. 6-24. - Exemptions from payment of license fee.

The following shall be exempt from the payment of the license fee herein provided:

- (1) Businesses and occupations which are specifically excluded from such tax by state law.
- ~~(2) Apartments, duplexes or rental housing owned by one person, family, partnership or corporation which have three rental units or less.~~
- ~~(3)~~ **(2)** Persons under the age of 18 years, provided such person meets all of the following requirements:

- a. The minor person conducting business is currently enrolled in school not above high school and has not yet graduated from high school;
 - b. The business activity is conducted only during spare time from school or during school vacation;
 - c. The business activity produces not more than \$1,000.00 in gross receipts during any calendar year, and any profits therefrom accrue only to the minor person conducting the business;
 - d. No persons other than such minor and others who are under the age of 18 years are employed in business for wages, salary, hire or profit;
 - e. All laws, state and local, are complied with in conduct of business activity;
 - f. The minor person proposing to conduct such business files with the city license officer written consent of parent or legal guardian for minor to engage in such business.
- (4) (3) All businesses and occupations which are specifically provided for, taxed and regulated by, separate ordinances.
- (5) (4) Nonprofit enterprises.

~~Sec. 6-26. License for branch establishments.~~

~~A license shall be obtained in the manner prescribed herein for each branch establishment or location of the business engaged in, as if each such branch establishment or location were a separate business, provided that warehouses and distributing plants used in connection with and incidental to a business licensed under the provisions of this article shall not be deemed to be separate places of business or branch establishments.~~

ARTICLE XXI. – RESIDENTIAL RENTALS / LANDLORDS

Sec. 6-1049. – Definitions.

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

City means the city limits of City of Belton, Missouri.

Dwelling means any building or structure that contains one or more dwelling units designed for or used for human habitation and offered for rent or lease, but not including hotels/motels/lodging establishments, convalescent homes or nursing homes.

Dwelling unit means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, eating, sleeping, cooking and sanitation.

Family member means immediate family (spouse, domestic partner, child, step-child, parent, step-parent, sibling, grandparent, grandchild, and in-laws of the same).

Landlord means the owner of a dwelling or dwelling unit who, in exchange for rent, leases it to an occupant/tenant.

Occupant/tenant means any person holding a written or oral lease to occupy a dwelling or dwelling unit from a landlord.

Owner means any person having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Property manager means a person charged with operating a dwelling or dwelling unit when the owner is unable or unavailable to personally attend to such details.

Sec. 6-1050. – Required.

It shall be unlawful for any landlord or property manager to rent or lease any residential dwelling or dwelling unit in this city without first obtaining a license and paying the license fee, as provided in this article.

License fees paid, and licenses obtained pursuant to this article shall be in addition to any other fees or licenses required pursuant to this code or any other ordinances of this city.

Sec. 6-1051. – Exemptions.

The following shall be exempt from the landlord or property manager city business license herein provided:

(1) hotels/motels/lodging establishments licensed by the State of Missouri and defined in Chapter 1, Section 1-5 of the Belton Unified Development Code;

(2) bed and breakfast;

(3) convents/monasteries/parish houses or rectories;

(4) mosques/temples/synagogues;

(5) hospitals;

(6) jails; or

(7) dwellings or dwelling units occupied by a family member, as defined in this article.

Sec. 6-1052. – Residential landlord business license.

(1) An applicant for a residential landlord city business license shall submit a completed license application to the city license officer accompanied by the license fee in the amount provided in the city schedule of fees and charges.

(2) The first license shall be effective upon approval and expire June 30. Renewal notices will be mailed by the city clerk to the licensee.

(3) It is the responsibility of the landlord to notify the city, in writing, of any change of information contained in the most recent license application within thirty (30) days of the change.

(4) Biennially (once every two years), a copy of the approved rental inspection report from one of the city's approved inspection firms is required to accompany the renewal license application in addition to any other applicable required information.

Sec. 6-1053. – Residential property manager business license.

(1) If the residential landlord utilizes a property management company, the property management company is also required to obtain a city business license.

(2) An applicant for a residential property manager city business license shall submit a completed license application to the city license officer accompanied by the license fee in the amount provided in the city schedule of fees and charges.

(3) The first license shall be effective upon approval and expire June 30. Renewal notices will be mailed by the city clerk to the licensee.

(4) It is the responsibility of property management company to notify the city, in writing, of any change of information contained the most recent license application within thirty (30) days of the change.

Sec. 6-1054. – License non-transferable.

(1) A landlord business license is not transferable to a new owner.

(2) When an owner conveys the title of a dwelling or dwelling unit to a new owner, the owner conveying the title shall, on or before the day of such transfer, notify the city in writing of the name, address and phone number of the new owner.

(3) If the new owner is a landlord, the new landlord is required to submit a completed license application to the city license officer accompanied by the license fee no later than thirty (30) days from the date of taking title of the property.

(4) As applicable, the property management company license is not transferable to a new property management company.

(5) As applicable, when a landlord changes property management companies, the landlord shall notify the city in writing of the name, address and phone number of the new property management company.

(6) The new property management company is required to submit a completed license application to the city license officer accompanied by the license fee no later than thirty (30) days from the date of taking management of the property.

Sec. 6-1055. – Non-compliance and enforcement.

All provisions of Chapter 6, Division 3 *Enforcement* shall apply to residential landlords and property management companies.

Violations of this article or provisions under this chapter may include suspension, revocation, or denial of license. They may also include violation notices and order to abate as provided in Chapter 10 of the Unified Development Code.

Sec. 6-1056. – Application to existing residential landlords/owners or property managers

The provisions of this article shall apply to residential landlords and property managers existing within the city or conducting business within the city on the effective date of the ordinance from which this article is derived.

Section 2. That Appendix A – Schedule of Fees and Charges, is hereby amended as follows with additions in bold:

6-1052	Residential Rentals / Landlords	
		Business license—Annually

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

SECTION 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: May 28, 2019

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved 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 and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2019, and thereafter adopted as Ordinance No. 2019-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2019, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES:0 COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham City Clerk
City of Belton, Missouri

SECTION IX

B

AN ORDINANCE AUTHORIZING AND APPROVING THE CITY OF BELTON, MISSOURI TO ADOPT THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AS THE STANDARD FOR INCIDENT MANAGEMENT.

WHEREAS, on February 28, 2003, the President issued Homeland Security Presidential Directive (HSPD) – 5 that directed the Department of Homeland Security, in cooperation with representatives of federal, state, and local government, to develop a National Incident Management System (NIMS) to provide a consistent approach to the effective management of situations involving natural disasters, man-made disasters or terrorism; and

WHEREAS, the final NIMS was released on March 1, 2004; and

WHEREAS, the NIMS contains a practice model for the accomplishment of the significant responsibilities associated with prevention, preparedness, response, recovery, and mitigation of all major and national hazards situations; and

WHEREAS, the HSPD-5 requires that state and local governments adopt the NIMS by fiscal year 2005 as a pre-condition to the receipt of federal grants, contract and activities related to the management and preparedness for certain disaster and hazard situations; and

WHEREAS, the City Council for the City of Belton, Missouri desires to adopt the NIMS as required by HSPD-5.

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

Section 1. That the City Council Hereby adopts the National Incident Management System (NIMS) dated March 1, 2004.

Section 2. That the Mayor is authorized to sign the agreement on behalf of the City of Belton.

Section 3. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME: May 28, 2019

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved 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 and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of ____, 2019, and thereafter adopted as Ordinance No. 2019-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of ____, 2019, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri