



**CITY OF BELTON
CITY COUNCIL
WORK SESSION AND SPECIAL MEETING
TUESDAY, SEPTEMBER 6, 2016 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
 - A. Report and Discussion of Recommended cost-share agreement with Dean Co. Farms and the Mullen Road TDD to construct 173rd Street extension.

Page 5
 - B. Report on the draft RFQ for city-wide trash service.

Page 13
 - C. Report on the Cleveland Road culvert project.

Page 43
 - D. Report on street preservation.

Trever Leikam, Transportation Superintendent, will make a presentation

Page 49
 - E. Report on recommended asbestos abatement and lead based paint inventory for structures in the future Markey Business Park.

Page 53
 - F. OTHER BUSINESS
- III. ADJOURN WORK SESSION
- IV. CALL SPECIAL MEETING TO ORDER
- V. ROLL CALL

VI. RESOLUTIONS

A. Motion approving Resolution 2016-32:

A RESOLUTION APPROVING AN AMENDMENT TO TASK AGREEMENT #20 WITH OLSSON ASSOCIATES IN A NOT-TO-EXCEED AMOUNT OF \$28,900 TO COVER ADDITIONAL NEEDED COST OF MATERIALS TESTING FOR THE WASTEWATER TREATMENT FACILITY (WWTF) AND IPS SITE IMPROVEMENTS PROJECT.

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VII. Motion to enter Executive Session to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and that the record be closed.

VIII. ADJOURN SPECIAL MEETING

SECTION II

A



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM
TUESDAY, SEPTEMBER 6, 2016 / 7:00 P.M.**

DATE: September 6, 2016
 ASSIGNED STAFF: Jay Leipzig, Director
 DEPARTMENT: Community Planning & Development

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

Issue:

Consideration by the City Council to enter into a cost share agreement with Dean Co. Farms and the Mullen Road Transportation Development District to construct an extension of 173rd Street from its current terminus to Cunningham Industrial Parkway.

BACKGROUND:

During the City Council Work Session on August 16, 2016, the City Council briefly discussed whether to participate in a cost share agreement with the Mullen Road Transportation Development District to extend 173rd Street from its current terminus to Cunningham Industrial Parkway. This discussion ensued due to an email from Skip Axtell that raised questions about the roadway, and whether the City has an interest in participating. When this item was originally presented, City Council had additional questions about the level of economic activity in the area, as well as whether Dean Co. Farms would be interested in participating. The City Council agenda for August 16, 2016 contained a Memo from Brad Foster summarizing the issues involved with the project.

Attached to this Council Communication Sheet is a letter from Skip Axtell to Jay Leipzig that summarizes current economic activity in the area. Also attached is a letter from Dean Co. Farms confirming that they are still interested in a cost share for the completion of the roadway. The Mullen Road TDD is in the process of completing a review of revenue that might be available to participate in the cost share. A confirmation letter from the Mullen Road Transportation Development District Chair, Gary Mallory is also attached.

The key item for discussion by the City Council is a policy consideration to assist developers in the construction of roads. Historically, the City has not assisted. However, in this case, due to the recent growth, current level of economic activity and traffic considerations, a cost share agreement may be warranted.

STAFF RECOMMENDATION

None at this time. However, staff is seeking direction to proceed with initial engineering for the completion of the roadway, and whether to proceed with the development of a cost share agreement with Dean Co. Farms and the Mullen Road Transportation District.

ATTACHMENTS

1. Aerial Map of the 173rd Street Roadway
2. Email from Skip Axtell to Jay Leipzig- dated August 29, 2016
3. Email from Leo Dean to Jay Leipzig representing Dean Co. Family Farm – dated August 30, 2016

Belton, MO



Legend

- Street
- Parcel
- Subdivision
- Perks
- Cemetery
- Building Footprint Basemap
- Parcel Basemap
- Boundary Basemap

1 in. = 400ft.

0.2 0 0.08 0.2 Miles

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Jay Leipzig

From: Skip Axtell <saxtell@axtellco.com>
Sent: Monday, August 29, 2016 3:46 PM
To: Jay Leipzig
Subject: 173rd St Extension Belton, MO

Jay,

Ever since construction started on the VA Adjunct Facility, Axtell & Co has been in contact with a number of firms in various section in the medical industry. All of them have been concerned about the extension of 173rd St. They would like to know:

- a) When it will be started and completed.
- b) Who is paying for it?

Frankly they are concerned about two things. First, traffic flow to and from the sites they have expressed interest in along Cunningham Parkway. Second, the current traffic congestion on M-58 Hwy between Mullen Rd and I-49.

National Mentor Services is a national credited firm operating in 36 states. It specializes in training and helping the physically and mentally handicapped of all ages. They wanted to lease the 6,732 sf facility of the former Rudroff building at 234 Peculiar Dr. They wanted to be close to the VA facility! The site was approved by the State of Missouri. They wanted to relocate their facility from Harrisonville. Traffic access was critical to them. Unfortunately, they backed out of site negotiations on August 8, 2016. This site would have served the north ½ of Cass County as well as a large portion of Southern Jackson County.

The second medical prospect is the Crossroads Operating Company. We've been informed that it intends to build a 10,000 sf doctor's office on 1.5 acres on the south side of Cunningham Parkway directly across the street from the VA Clinic. This would give them room to expand their facility in the future. Per their contract, they will pay for the construction of Dean-Co Parkway as well as the extension of all utilities to the south end of the tract they are acquiring.

The third prospect is Highland Development. It is acquiring 234 Peculiar Dr as part of a 1031 Real Estate Exchange contract. Axtell & Co does not know who the actual tenant will be at this time.

The fourth prospect is a firm in the medical equipment business. It makes and sells manual and electric wheelchairs, crutches, canes, etc. It also repairs them. It wants to be located as close to the VA Clinic as possible. It is looking at two sites, one by the water tower and one in the vicinity of 173rd St, IF extended, on Cunningham Parkway. It is considering a building of 5,000-6,000 sf with the possibility of an expansion.

Unfortunately, last fall, Belton lost a deal with Construction Brokers. It had picked a site along the north side of 173rd St, IF extended. However, it was NOT WILLING, to participate in the cost of extension of 173rd St. This was to have been, if I remember correctly, a 10,000 sf building for hi-tech equipment, as well as 50-70 high paying jobs in the \$50-\$70 range! Given this blow to the City, as well as the recent loss of National Mentor Services, it is apparent that it is ESSENTIAL for the City to extend 173rd St as soon as possible!

1. An extension of 173rd St would open 32.5 acres of industrially zoned ground for development. Activity begets Activity!
2. Development here will increase the City's tax base as prices are rising substantially in this area!
3. It would bring higher priced employment to the City than just retail priced jobs.

4. It would help relieve some of the congestion on M-58 since it would connect Mullen Rd to Peculiar Dr/West Service Road of I-49. It WOULD help prevent further loss of quality & nationally credited companies from the city!

Finally, 173rd St is located in a Transportation Development District (TDD). We had been informed earlier in the year that the project would start this fall and be completed by the end of the year, but now it has been put on hold. We have also been informed that the City has the funds to construct the street, total estimation to be \$437,000. Dean-Co Farms is willing to pay \$150,000 of the cost. The TDD could pay the remaining \$287,000. Or in the alternative, the City could pay \$143,500 and the TDD \$143,500. This would get the roadwork completed and still leave funds for other development projects in the TDD and the City.

Because the aforementioned entities are concerned about traffic flow, as well as ingress/egress to their sites, it would be greatly appreciated if you could inform us if/when 173rd extension will be done at no additional cost to our prospective buyers.

Skip Axtell- President

AXTELL & CO.

Commercial and Industrial Realtors

14815 S 71 Hwy
Grandview MO 64030

Office: (816) 331-3800
Mobile: (816) 213-6200
Email: saxtell@axtellco.com
Website: www.axtellco.com

Jay Leipzig

From: Leo Dean <leodean@comcast.net>
Sent: Tuesday, August 30, 2016 1:53 PM
To: Jay Leipzig; saxtell@axtellco.com
Cc: 4deancamp64@gmail.com; bearlgraydean@gmail.com; Dick Dean; Gary Dean; Joyce Burton; Kathy Dean
Subject: 173rd Street

To whom it my concern,

This email is to confirm that Dean-Co Family Farm is still interested in helping financially with the completion of 173rd street in Dean-Co Development Park. Please note that we do not see ourselves as developers, and our goal is to facilitate the raw ground for sale to be developed by professionals in this industry.

As stated in the past, we are willing to contribute one third of the total costs or \$150,000.00, whichever is less, towards the completion of 173rd street. We require that the street must be completed with curbs, guttering, sewers, etc. to meet all City of Belton code.

Leo Dean
leodean@comcast.net
816-590-1575

SECTION II

B



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM
TUESDAY, SEPTEMBER 6, 2016 / 7:00 P.M.**

DATE: September 6, 2016
 ASSIGNED STAFF: Brad Foster, Assistant City Manager
 DEPARTMENT: Administration

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

Issue:

Review of the attached Request for Proposals (RFP) to provide residential waste collection for the City of Belton.

BACKGROUND:

The Mayor’s Task Force on Solid Waste met several times throughout 2015 and 2016 which culminated in a recommendation to utilize a single source trash hauler for residential waste collection. These Task Force recommendations were presented to the City Council during the Work Session on May 3, 2016. In addition, on June 7, 2016 and June 21, 2016 additional discussion ensued on the structure of the Request for Proposals (RFP) and that the City would utilize a standard procurement process for the selection of the single trash hauler. It is anticipated that utilizing a single trash hauler will reduce collection costs for the majority of customers, utilize a more organized pick-up and collection program, will achieve better community curb-appeal, and reduce maintenance costs on streets.

Attached to this Council Communication Sheet is the draft RFP for review. There are minor details that are still being developed by staff, but at this time, the document is essentially complete. Key dates for implementation include:

A Pre-Bid Conference on Friday, September 16, 2016 at 2:00 pm.
 The RFP submittal deadline is Wednesday, October 26, 2016.

In 2014, the City Council decided to take the necessary steps to determine if the City should contract for curbside solid waste and recycling services for the residential customers in Belton. This required a two year notice to the trash haulers in the area. That notice was delivered in August 2014. The two year notice period was completed in August 2016. The City now has until August 2017 as a final date to make a determination for trash and collection services. It is anticipated that pending a successful bidder for residential trash collection, these services would begin in the spring of 2017.

The Council is asked to provide any additional comments on the RFP prior to being sent out for completion. It is anticipated that the RFP will be sent to approximately seven (7) companies in the Kansas City metropolitan area.

CITY OF BELTON, MISSOURI
REQUEST FOR PROPOSAL

RESIDENTIAL WASTE COLLECTION

SUBMITTAL DEADLINE

Wednesday, October 26, 2016 – 2 p.m.

RFP NUMBER

16-001

NOTICE TO BIDDERS

Residential Waste Collection of Trash, Recyclables and Yard Waste

CITY OF BELTON, MISSOURI

Notice is hereby given that **sealed proposals** will be received by the Assistant City Manager at City Hall, 506 Main Street, Belton, Missouri, until **2pm on Wednesday, October 26, 2016**. At this time, the proposals for the above project will be opened and read aloud in Council Chambers.

The City of Belton will accept proposals from qualified firms interested in being the sole provider for Residential Waste Collection within the City limits. The work under this Proposal consists of the following:

Trash Pickup, Recyclables pickup, and yard waste pickup once a week.
Large household items to be picked up on an on-call basis.

Major goals of the City of Belton are to decrease tonnage sent to the landfills or transfer stations, to increase recycling and to constrain the increase in costs of all collections.

The present estimated population is 23,168. There are approximately 349 lane miles of road in the city, with the following breakdown of approximate housing units located in the City:

Single-Family:	5,857
Multi-Family:	2000

The City of Belton reserves the right to reject any or all bids and to waive informalities therein, to determine which is the lowest and most responsive bid, to accept, at its option, any alternates and to approve the bond.

Please note that there will be a pre-proposal conference held by the City on Friday, September 16, 2016 _____, at 2 p.m. While attendance is not mandatory, firms are strongly encouraged to attend. The conference will be held at City Hall Annex, 520 Main Street, Belton, Missouri.

Bid forms, specifications, contract documents and other appropriate papers may be obtained by contacting Brad Foster at (816) 331-4331 or by e-mail at bfoster@belton.org.

APPENDIX A

SPECIFICATIONS

Residential Waste Collection

CITY OF BELTON, MISSOURI

RFP 16-001

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

1. **Residential Dwelling Unit** – is defined as any single home, two family unit, four family unit, all condominiums/town homes up to four units per building, and all apartment complexes up to four units per building.
2. **Curb Collection** – The Contractor shall provide solid waste, yard waste, and single-stream commingled recyclables, collection removal and disposal service to all residential dwellings (including condominiums) within the corporate limits of Belton. There shall be once a week collection of solid waste, yard waste, and recyclables from the curb of the premises. On collection days all refuse containers and items of refuse shall be placed at a designated collection point. The Contractor will not be required to collect refuse from the inside of the buildings.
3. **Collection Vehicles** – Contractor is to furnish the necessary vehicles for the collection of solid waste, yard waste, and recyclables in non-leakable vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded.
4. **Definitions** – Whenever the terms “solid waste,” “yard waste,” or “recyclables” is used in these specifications, it shall be construed as follows:

Solid Waste: All semi-solid and solid waste derived from and during the procurement, storage, processing, cooking and consumption of food materials of animals, vegetable or synthetic origin which are intended for and are used by residents, for the refreshment or sustenance of human beings or animals. Solid waste shall not include dead animals, animal parts, household hazardous waste such as wet paint, pesticides, strong clean air agents, tires, auto batteries, and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits, part of trees, bushes and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size dimension, and shape require more than one man for removal.

Potential Recyclables means the following –

Containers:

- Glass bottles and jars – (clear, brown, green) does not include window glass, dinnerware or ceramics
- Aluminum and metal food cans
- Aluminum trays and foil
- Aseptic packaging and gable top containers (milk and juice cartons)
- Steel cans and tins

Plastics:

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

Paper:

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

The vendor is to list actual recyclables they provide curbside pickup for on the Proposal Form E.

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

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

5. **Special Pick-Ups** – shall be defined as large household items as defined above and any other items that cannot be disposed of at landfills, not including hazardous waste. Property owner must schedule the pick-up with the contractor with at least 48 hours notice, prior to pick-up. Each pick-up of this type will be billed to the resident. Construction materials generated by contractors or residents are not a part of this pick-up. Contractors or residents would be expected to secure roll-off service independent of this contract.
6. **Christmas Tree Disposal** – The Contractor will be required to pick up Christmas trees at the curb during the month of January on the resident's regular yard waste collection day.
7. **Holiday Schedule** – The Contractor shall provide to the City of Belton a list of the Contractor's recognized holidays. No collections shall be required on those recognized holidays. Each pick-up day of the holiday week after the holiday will be serviced one day late.
8. **Collection Routes** – The Contractor shall establish routes for the collection of solid waste, yard waste, and recyclables. The Contractor's collection schedule and collection routes shall be filed with the Assistant City Manager of the City.
9. **Collection Times** – No collection shall be made before 6:00 a.m. or after 6:00 p.m., except by express authorization of the designee of the City of Belton. No collections shall be made from any types of premises on Sundays. Saturdays will only be allowed for missed pick-ups and holiday weeks as described above.
10. **Residential Containers** – Solid waste refuse shall be stored in standard trash containers, supplied by the resident. If a residence has more solid waste than can fit into the standard trash container, they will be permitted to also place trash bags with solid waste next to the container and the hauler will be required to pick those up as well. Recyclables shall be stored in standard containers supplied by the hauler, one per dwelling unit. Yard waste shall be stored in biodegradable paper bags supplied by the resident or bundled with twine or rope.
11. **Cleanliness** – In the collection of solid waste, yard waste, and recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. Contractor will not be allowed to transfer solid waste, recyclables, or yard waste from truck to truck in residential areas except where small pick-up trucks utilized in certain areas of the City and need to dispose their loads into a larger vehicle. In addition, the Contractor will not be allowed to store containers of any kind in common areas or in the City right-of-way. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of receipt to the satisfaction of the City.
12. **Contractor Report Daily** – The Contractor shall designate a supervisor for collection crews working within the City of Belton to assure the duties of such crews are completed per the contract between the City of Belton and the Contractor. At least once daily in the a.m. and possibly a second in the p.m., a responsible representative of the Contractor shall report to the City designee of the City of Belton to receive any complaints regarding said collection

service. In addition, the supervisor must be accessible via a cell phone between the hours of 8:00 a.m. and 5:00 p.m. on days when collections are made in the City. The cell phone number shall be available to the City designee of the City of Belton for direct contact but not for use by the general public.

13. **Customer Service Standards** – All complaints received by the Contractor or the City of Belton before 1:00 p.m. shall be resolved by 6:00 p.m. on the day the complaint was received. All complaints received after 1:00 p.m. shall be resolved by noon the following day. The contractor shall maintain a daily log of all complaints received and time that complaint was resolved. The Contractor shall provide a monthly report to the City of Belton, which will include copies of the daily reports for the prior month.
14. **Customer Service Center** – The Contractor will operate and maintain a Customer Service Center with the following minimum standards; 1) open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, during such time, all calls must be answered by a Customer Service Representative; 2) during all other times, calls to the Customer Service Center will be received by an answering service or machine; 3) the Contractor shall implement procedures approved by the City of Belton whereby complaints can be received via fax, e-mail and web site.
15. **Insurance** – The Contractor shall provide a certificate of insurance which shall indemnify and hold harmless the City of Belton from any liability, claim, damage or cause of action which may be sustained by or asserted against the City of Belton, directly or indirectly, or in any manner arising out of the performance or failure or performance on the part of the Contractor, and shall cover each vehicle used in the work covered by this agreement. The amount of such liability insurance shall not be less than \$2,500,000 single limit coverage. In addition, the Contractor shall carry Worker's Compensation Insurance in such amount as is prescribed by the statutes of the State of Missouri. The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried in a firm or corporation satisfactory by the City of Belton and duly licensed or permitted to carry on such business in the State of Missouri and the City of Belton. Such insurance policy or policies shall be filed with the City of Belton together with the certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended, or terminated without sixty (60) days prior written notice having been given the City of Belton. All certificates of insurance shall specifically list the City of Belton as an additional insured with respect to the policies related to the specifications and the Contract Agreement.
16. **Laws** – The Contractor will be required to obtain all licenses and permits and comply with all ordinances provided in the City of Belton Code of Ordinances. The Contractor shall at all times comply with all ordinances and regulations of Cass County, and any rules and regulations issued by the State of Missouri.
17. **Volume Report** – Prior to the fifteenth of the following month, the Contractor shall complete the trash/recycling/yard waste monthly volume report. In addition, the Contractor shall make recommendations as to how they can increase the tonnage of recyclable material. No payment shall be sent to the Contractor where the City pays the bill unless the volume report is current and submitted in the format used in this RFP.

18. **Administration and Billing** – This RFP calls for pricing to be received by the City considering two options.

Option A – Pricing for option A should assume that the contractor awarded this work will be responsible for all administration and billing to the customers for services being rendered. The City will grant the successful bidder the exclusive franchise for a period of three years with a City optional renewal for two additional years to provide these services to the City residents.

Option B – Pricing for option B should assume that the City will be responsible for the billing component to the residents of the City. The contractor will send a single monthly bill to the City and be paid within 30 days of the receipt of such bill. All aspects of billing will be handled by City staff under this option, including special pickups priced separately from the base pricing. The City will grant the successful bidder the exclusive franchise for a period of three years with a City optional renewal for two additional years to provide these services to the City residents.

REQUIRED SERVICES TO BE PROVIDED

The contractor shall have the responsibility to collect, haul and dispose of all household trash, recyclable and yard waste between 6:00 a.m. and 6:00 p.m. These items will be collected in properly identified trucks. (“Properly identified trucks” means the name, address, and phone number of the Contractor and designation of type of material being collected must be displayed on the truck.) All these services, vehicles, equipment, and collected materials, as described below, are to comply with Missouri Solid Waste Law and local City and County regulations.

- a) Trash to be picked up once a week in Resident supplied containers from the curb line from residential dwelling units (as defined on page 3).
- b) Recyclables are to be picked up once a week in Contractor supplied containers from the curb line. Refer to recyclables definition of pages 3 and 4 for those items that are defined recyclable. Contractor to indicate which items are recycled in their program on the Proposal Form E.
- c) Yard waste is to be picked up once a week in biodegradable paper bags. Limbs can be bundled and placed at the curb for pick-up. This service will be made available to the residents year round. Limbs/bushes will be securely bundled in less than 18 inches diameter. Maximum length is to be less than 40 inches and not more than sixty (60) pounds in weight. Christmas trees should be cut in half if the length is more than 8 feet. All tinsel, lights and ornaments must be removed from Christmas trees.
- d) There will be no scavenging by the Contractor of his authorized personnel.
- e) Large household items are to be collected on an “on call” basis. The resident will need to call the hauler with his/her address so the hauler can schedule a pick-up. Charges for the service will be billed to the resident.

PENALTIES AND FINES

- a) The Contractor shall pay as liquidated damages in the amount of Five Hundred Dollars (\$500) per day for failure to comply with the provisions of the contract for service.
- b) In addition to the provisions of the Performance Bond, if the Contractor fails to service the city on a timely basis, the Contractor shall forfeit payment for services not performed unless remedied to the satisfaction of the Municipality or caused by an act of God.
- c) Contractor shall defend, indemnify and hold harmless the City and its employees from and against any and all costs arising in any way as a result of the performance or failure to perform on the part of Contractor, or any approved subcontractor, under this contract.
- d) The contract shall not be assignable or transferable by the Contractor, nor shall any service be performed by a subcontractor for the Contractor without the prior written consent of the City of Belton.
- e) Should Contractor miss the collection of any of the services from a customer and fail to resolve the complaint on the same day as reported, then a credit of Five Dollars (\$5.00) per missed service shall be credited on the next bill.
- f) In the event of an emergency or failure by the Contractor to be able to adequately perform residential waste collection services, the Contractor shall immediately contact the City designee of the City of Belton. If a live voice-to-voice conversation is not possible, the Contractor shall contact the Police Department for the City of Belton. The Contractor shall follow the instructions of the City of Belton to insure the public health, safety and welfare of the City of Belton.

Appendix B

General Terms and Conditions

A. Procedures

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

B. Contract Period

Award of this contract is anticipated prior to August 10, 2017, with a one (1) year contract with two (2) renewable years.

C. Insurance

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage's for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Belton by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Belton shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). Proof of coverage as contained herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the Bidder/Contractor for the duration of the contract period. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

1. General Liability

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

Minimum Limits

General Liability:

\$2,500,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence Limit

\$50,000 Fire Damage Limit

\$5,000 Medical Expense Limit

2. Automobile Liability

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

Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

3. **Workers' Compensation**

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000.

D. Hold Harmless Clause

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

E. Exemption from Taxes

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

F. Employment Discrimination by Contractors Prohibited/Wages/ Information

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the most current prevailing wage order for Cass County.

G. Invoicing and Payment

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

H. Cancellation

The City of Belton reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Bidder/Contractor. Any contract cancellation notice shall not relieve the Bidder/Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. Contractual Disputes

The Contractor shall give written notice to the City of Belton of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Belton shall reduce its decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

The City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the City designee. The City designee shall render a decision within sixty (60) days of receipt of the appeal.

J. Severability

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

K. Applicable Laws

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

L. Drug/Crime Free Work Place

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

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

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

M. No Escalation of Fees

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

N. Permits

The successful Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Business License" required of all contractors doing business within the City limits of Belton. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Belton, Missouri, 64083.

CONTRACT FOR WASTE COLLECTION SERVICES

(EXAMPLE)

Residential Waste Collection

Request for Proposal

AGREEMENT FOR PROVISION OF THE FOLLOWING
SERVICES

Agreement made this _____ day of _____, 201_, between _____, an entity organized and existing under the laws of the State of _____, with its principal office located at _____, hereafter referred to as the **Contractor**, and The City of Belton, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 506 Main Street, Belton, Missouri, hereafter referred to as the City.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of _____ and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposals RFP 16-001 and the General Terms and Conditions in Appendix B, commonly referred to as General Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFP 16-001, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION

This contract is effective as of _____ and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents.

The City agrees to pay the Contractor as outlined in Appendix B of this contract and subject to deductions provided for in Articles IV and VI.

ARTICLE IV
CONTRACT PAYMENT

The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

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

ARTICLE V
INSURANCE REQUIREMENTS

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

ARTICLE VI
DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such delay or cancellation of performance and execute this agreement in writing.

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

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of Occupational Safety Health Administration and related federal, state, county, and city regulations, including EPA NESHAPS.

All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

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

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations aforementioned.

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

ARTICLE VIII TERMINATION OF AGREEMENT

With Cause – If Contractor fail to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Contractor fails to correct any default after notification of such defaults, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below. In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X WARRANTY

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

Contactore shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

ARTICLE XI ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations

of Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

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

IN WITNESS WHEREOF, the parties hereunto have executed four (4) counterparts of this agreement the day and year first written above.

(SEAL)

THE CITY OF BELTON, MISSOURI

By: _____

Jeffrey W. Davis, Mayor

Attest:

Patti Ledford, City Clerk

(SEAL)

(CONTRACTOR'S NAME)

By: _____

Attest: _____

RESIDENTIAL WASTE COLLECTION

RFP 16-001

Instructions to Bidders

(3) SIGNED PROPOSALS (Bound)

3-ring binders or plastic binding combs that can be easily removed.
DO NOT use wire or metal binding.

Plus one (1) unbound copy for a total of four (4) copies

MUST BE RECEIVED BY:

Wednesday, October 26, 2011 2:00 p.m.

PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL – RESIDENTIAL WASTE COLLECTION" AND SEND IT TO:

**Brad Foster, Assistant City Manager
City of Belton
506 Main Street
Belton, Missouri 64012
816-331-4331**

**Bid packet must include Proposal forms A – E attached with this RFP.
Signed addenda must be included if applicable.**

Residential Waste Collection

PROPOSAL FORM A

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) _____ having authority to act on behalf of
(Company name) _____ do hereby
acknowledge that (Company name) _____ will be bound by all
terms, costs, and conditions of this proposal for a period 90 days from the date of submission;
and commit to sign the Contract Agreement.

FIRM NAME: _____

ADDRESS: _____

Street

ADDRESS: _____

City

State

Zip

PHONE: _____

DATE: _____
(Month-Day-Year)

Signature of Officer/Title

DATE: _____
(Month-Day-Year)

Signature of Officer/Title

ATTEST: _____

(Corporate Seal)

STATE OF _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20____.

(SEAL)

Notary Public

My Commission expires on _____.

Residential Waste Collection

PROPOSAL FORM B

CONTRACTOR DISCLOSURERS

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

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise?
Yes ___ No ___
2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise?
Yes ___ No ___
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded?
Yes ___ No ___
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project?
Yes ___ No ___
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked?
Yes ___ No ___
6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers?
Yes ___ No ___
7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company?
Yes ___ No ___
8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws?
Yes ___ No ___

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

9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business?

Yes ___ No ___

10. Has the Firm been the subject to any bankruptcy proceeding?

Yes ___ No ___

Pending Legal Matters

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

___ Yes ___ No If yes, provide details in an attachment.

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

___ Yes ___ No If yes, provide details in an attachment.

Required Representations

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

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

Residential Waste Collection

PROPOSAL FORM C

EXPERIENCE / REFERENCES

Please list below at least three references where your firm has/is done/doing work similar in size and scope to what is being proposed within this Request for Proposal. Please list all work where exclusive municipal franchise is granted.

Residential Waste Collection

PROPOSAL FORM D

OPTION A

CONTRACTOR ADMINISTRATION AND BILLING

(PRICES BELOW SHOULD REFLECT THE CONTRACTOR HANDLING ALL ADMINISTRATION AND RESIDENTIAL CUSTOMER BILLING MATTERS.)

Pricing for the items below shall reflect once per week pickup, once per month billing of a single residence as defined under “Residential Dwelling Unit” on page 3 of the RFP:

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

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

**Charge to residential customer for each Special Pick-Up as defined on page (4) of this RFP:
Charge per Special Pick-Up: _____**

Residential Waste Collection

**PROPOSAL FORM D
OPTION B**

CONTRACTOR ADMINISTRATION AND BILLING

***(PRICES BELOW SHOULD REFLECT THE CITY OF BELTON HANDLING ALL
ADMINISTRATION AND RESIDENTIAL CUSTOMER BILLING MATTERS.)***

Pricing for the items below shall reflect once per week pickup, once per month billing of a single residence as defined under “Residential Dwelling Unit” on page 3 of the RFP:

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

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

**Charge to residential customer for each Special Pick-Up as defined on page (4) of this RFP:
Charge per Special Pick-Up: _____**

Residential Waste Collection

PROPOSAL FORM E RECYCLABLE LISTING

Please indicate below those recyclable items as defined on pages 3 and 4 of this RFP which your firm would provide curbside pickup for (please provide a checkmark in the circle next to items you would provide pickup for):

Containers:

- Glass bottles and jars – (clear, brown, green) does not include window glass, dinnerware or ceramics
- Aluminum and metal food cans
- Aluminum trays and foil
- Aseptic packaging and gable top containers (milk and juice cartons)
- Steel cans and tins

Plastics:

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

Paper:

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

CITY OF BELTON

MONTHLY VOLUME REPORT

TRASH/RECYCLING/YARD WASTE

MONTH OF _____

	TONS	MTD	YTD
TRASH	_____	_____	_____
RECYCLE	_____	_____	_____
YARD WASTE	_____	_____	_____

Percent of households utilizing recycling services each month. _____

Recommendation for increasing the volume of recycling materials collected.

SECTION II

C



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: September 6, 2016

DIVISION: Engineering

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

ISSUE/RECOMMENDATION:

The Missouri Department of Transportation inspects all culverts and bridges of a certain size across the state every two years. In 2014, the City received reports on a number of bridges. Mullen Culvert that was recently replaced was identified in those reports as failed. The Cleveland Road culvert was also inspected and determined to be safe but needed some minor maintenance. This is when staff discovered that the culvert had never been deeded to the City by the County.

Staff contacted County Commissioner Odom to discuss best approach to maintenance and ownership. The two parties have developed a proposal for the City and County to consider that involves replacing the culvert with a wider structure to accommodate wider lanes and eventually, three lanes. This would be an opportunity to cost share and a step toward the project identified as “Cleveland Avenue Widening,” project T-12 in the current CIP. A wider structure and lanes would obviously improve the safety of that segment of the road dramatically. The cost share would include (described in the attached cost breakdown):

- 1) County provides all construction equipment and labor
- 2) Material costs including the culvert- shared 50/50
- 3) All engineering, survey, deed, recoding and legal paid for by the City

There would be an agreement between the two parties to include:

- 1) City taking ownership
- 2) Cost share parameters
- 3) Project responsibilities
- 4) Project schedule

The street impact fee balance is currently approximately \$150,000, and transfers necessary to fully fund the 155th St. widening project have already been completed. Therefore, a portion of the available street impact fee balance can be used to full fund the City’s share for this project.

The objective would be to complete engineering work and bid the project by early spring of 2017 so that construction can occur over summer 2017, in order to minimize disruption to school bussing. The first step would be to draft an intergovernmental agreement and present to Council and the county for approvals.

PROPOSED CITY COUNCIL MOTION:

Council consensus for support of the project so both parties can develop the agreement and take steps to replace the Cleveland Road culvert.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

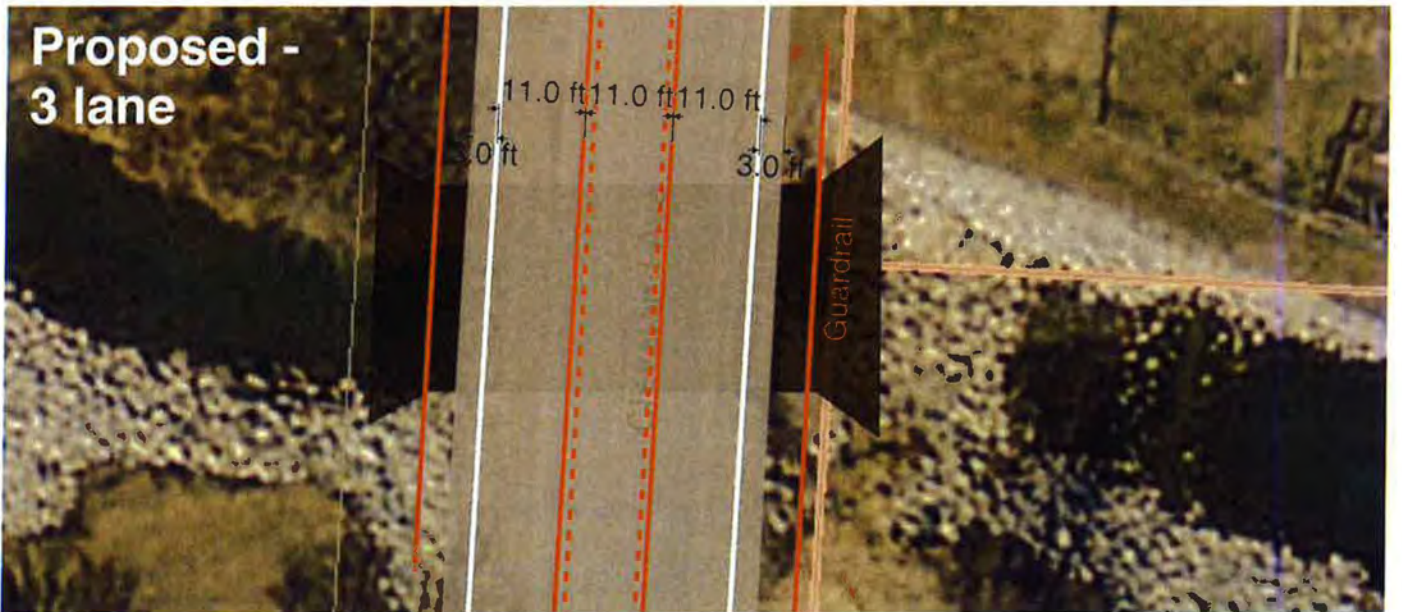
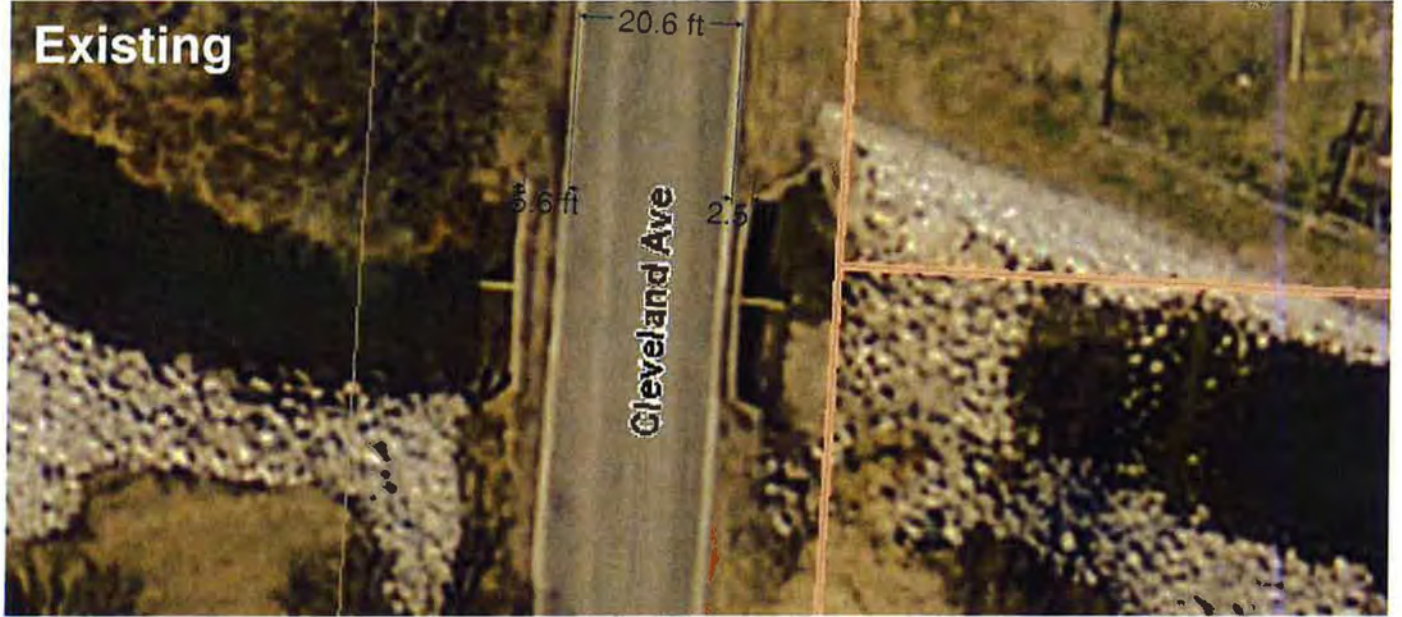
The City's total share on this project is estimated to be \$85,000 to \$100,000. This can be funded in currently available street impact fee funds in the amount of approximately \$150,000.

STAFF RECOMMENDATION, ACTION, AND DATE:

Council consensus for support of the project so both parties can develop the agreement and take steps to replace the Cleveland Road culvert.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Aerial Exhibit



SECTION II

D



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: September 6, 2016

DIVISION: Transportation

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 checked="" type="checkbox"/> FYI/Update	<input checked="" type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

Trever Leikam is going to make a presentation to highlight the following:

- 1) The Cost Share has had a very high level of interest. The demands of the program are becoming overwhelming. This is a great issue to have because it shows the willingness of the residents to take action to save infrastructure. It will need additional discussion, support, and evaluation as the pilot program expands.
- 2) FY17 Street Preservation Program is wrapping up. Some streets were better than anticipated, but a few were much worse. Calculating for this common concern was thorough and additional concerns were addressed.
- 3) The Transportation Division is confident in the data collected and evaluation of the conditions of City streets. Establishing a strategic, data driven approach to the Street Preservation Program and evaluating the method of improvement is a must. This approach must also be applied to the adjoining Stormwater infrastructure to maintain maximum benefit and reduce threats to the system. Improvements in Traffic Management are also discussed with recommendations.
- 4) Looking ahead to FY 2018 and opening up for new concepts and approaches to creating a sustainable street and Stormwater system.
- 5) CIP Strategy for preservation

FINANCIAL IMPACT/ANALYSIS:

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED:

N/A

SECTION II

E



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

MEETING DATE: September 6, 2016

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

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

ISSUE

Funding toward the demolition of the three former military buildings and general site preparation of Markey Business Park was approved in the Economic Development FY-2017 budget in the amount of \$50,000. To that end the City’s on-call service provider Terracon conducted an asbestos survey of the three buildings on site to satisfy the requirements of the asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP). The results were positive for asbestos. The asbestos must be abated prior to demolition. Economic Development requests entering into a Task Order with Terracon, for the proposed amount of \$16,750 for the purpose of asbestos abatement so that demolition can begin.

Additionally, Economic Development requests entering into a second Task Order with Terracon for the proposed amount of \$2,940, to conduct a Lead Based Paint and Hazardous Materials Inventory on the existing buildings. The hazardous materials inventory will provide the demolition contractor a list of the materials that will need to be discarded as regulated waste.

REQUESTED COUNCIL ACTION

At the September 13, 2016 regular City Council meeting, approve the following resolutions with Terracon with regard to the three former military buildings within City owned Markey Business Park:

- Resolution approving Task Order #P02167257 with Terracon for the removal of asbestos containing materials.
- Resolution approving Task Order #P02167311 with Terracon to perform a Lead Based Paint and Hazardous Materials Inventory.

BACKGROUND

The City of Belton acquired what is now known as Markey Business Park via Quitclaim Deed from the U.S. Government in 1989 after the closure of Richards Gebaur Air Force Base. The City’s intention has been to redevelop this land into a light industrial business park. It was zoned BP-R for that purpose.

When economic development was brought in house in 2013, a main focus became attracting industry to facilitate the creation of primary jobs to strengthen our economic base. To that end, the City of Belton joined the Kansas City Area Development Council (KCADC) and the Missouri Economic Development Council (MEDC). The primary focus of these two organizations is to attract industry to the region and the state.

Through these newly formed relationships, the Economic Development Department began working with the Missouri Partnership, the State’s economic development attraction team, and participated in a community competitive assessment, which included this site. The Economic Development Department has also attracted site visits, one self-sourced for Project Big-MO and one lead by KCADC for Project Toto. The feedback from the community competitive assessment as well as each of these site visits has been the same; building demolition and site work is necessary for this site to compete in the Kansas City market.

STAFF RECOMMENDATION

Staff recommends approval of:

- The Resolution approving Task Order #P02167257 with the City's on call service provider Terracon (under ordinance No. 2016-4188) for asbestos abatement in the three aforementioned buildings within Markey Business Park.
- The Resolution approving Task Order #P02167311 with the City's on call service provider Terracon (under ordinance No. 2016-4188) to perform a Lead Based Paint and Hazardous Materials Inventory in the three aforementioned buildings within Markey Business Park.

ATTACHMENTS

Aerial of Existing Structures

Resolution Approving Task Order #P02167257

ACM Removal Proposal and Task Order #P02167257

Resolution Approving Task Order #P02167311

LBP-HAZMAT Proposal and Task Order #P02167311



R2016-

A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING MASTER SERVICES AGREEMENT - TASK ORDER #P02167257 WITH TERRACON FOR THE PROPOSED FEE OF \$16,750 FOR THE PURPOSE OF THE REMOVAL OF ASBESTOS CONTAINING MATERIALS LOCATED IN THE THREE FORMER MILITARY BUILDINGS EXISTING WITHIN CITY OWNED MARKEY BUSINESS PARK.

WHEREAS, on March 22, 2016 under Ordinance No. 2016-4188, the City Council approved an On-Call Engineering Services Agreement with Terracon; and

WHEREAS, The City of Belton acquired what is now known as Markey Business Park via Quitclaim Deed from the U.S. Government in 1989, due to the closure of Richards Gebaur Air Force Base; and

WHEREAS, it has been the City's intention to redevelop this land into a light industrial business park, and was zoned BP-R for that purpose; and

WHEREAS, funding toward the demolition and site preparation of the three former military buildings located at Markey Business Park in the amount of \$50,000 was approved in the Economic Development FY-2017 budget; and

WHEREAS, The City's on-call service provider, Terracon, conducted an asbestos survey of the three buildings on site to satisfy the requirements of the asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP); and

WHEREAS, samples of suspect asbestos containing materials were submitted to International Asbestos Testing Laboratories and were positive for asbestos; and

WHEREAS, the removal of asbestos containing materials is necessary prior to demolition; and

WHEREAS, the City Council believes the Master Services Agreement - Task Order #P02167256 with Terracon for the proposed fee of \$16,750 to perform the abatement required to comply with NESHAP is necessary and will promote marketability and economic development activities on this city owned property.

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

SECTION 1: That this Resolution approving Master Service Agreement - Task Order #P02167257 for the proposed fee of \$16,750 to abate the asbestos in the three aforementioned buildings.

SECTION 2: The City Manager and Community Planning and Economic Development Director are authorized and directed to execute the Master Services Agreement – Task Order on behalf of the City.

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

Duly passed and approved this ___ day of _____, 2016

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ___ day of _____, 2016, and adopted at a regular meeting of the City Council held the _____ day of ___, 2016 by the following vote, to-wit:

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

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

July 15, 2016

Ms. Carolyn Yatsook, Economic Development Specialist
 City of Belton, Missouri
 506 Main Street
 Belton, MO 64012

Telephone: (816) 892-1263
 E-mail: cyatsook@belton.org

Re: Asbestos Containing Materials Removal Activities
 Future Markey Business Park
 South of Bales Road and Markey Road Intersection
 Belton, MO
 Terracon Proposal No: P02167257

Dear Ms. Yatsook:

Terracon Consultants, Inc. (Terracon) is pleased to present City of Belton, Missouri with our proposal to conduct asbestos containing removal activities at the above-referenced site. We have set forth our understanding of the work and corresponding scope and fees. If we have misunderstood any aspect of the work, please let us know as soon as possible so we can evaluate our scope and make any necessary adjustments.

A. PROJECT INFORMATION

Asbestos containing materials are present at the above-referenced site. At your request, the proposed scope of work in this proposal covers items to ensure the proper removal of asbestos containing materials identified in Terracon's Asbestos Survey report dated June 23, 2016, Terracon Project No: 02167225. Materials to be removed are:

Material Description	Material Location	Estimated Quantity*
Yellow duct insulation	Building 1201-Mechanical room	40 Sq. Ft.
Black mastic beneath white 12" x 12" floor tile	Building 1201-Throughout building	800 Sq. Ft.
Black mastic beneath off white 12" x 12" floor tile	Building 1202-Three offices in NW portion of building and associated hallway	700 Sq. Ft.



Terracon Consultants, Inc. 13910 West 96th Terrace Lenexa, Kansas 66215
 P [913] 492 7777 F [913] 492 7443 terracon.com

Material Description	Material Location	Estimated Quantity*
Brown 9" x 9" Floor Tile	Building 1202-SW storage room	400 Sq. Ft.
Black mastic on black cove base	Building 1202-Hallway	80 Sq. Ft.
Tan wall caulking	Building 1203-Above garage doors	300 Linear Ft.

B. SCOPE OF SERVICES

B-1 Asbestos Containing Materials Removal

Terracon will ensure the completion of the following activities:

1. Mobilize a state of Missouri licensed subcontracted asbestos removal contractor to remove the asbestos containing materials as identified above.
2. If necessary, ensure that notification paperwork is filed with o the Kanas City Health Department, Air Quality Section and/or other jurisdictions.
3. Ensure that asbestos containing materials removal uses OSHA approved work practices.
4. Perform a visual clearance inspection to ensure asbestos containing materials are removed and that cleanup is complete.
5. Ensure proper waste disposal including waste disposal documentation.

B.2 Reporting

Terracon will prepare a project completion report that includes the following:

- Documentation of asbestos containing materials removal activities;
- Notification and disposal documentation; and
- Visual clearance inspection results.

B.3 Proposed Project Schedule

All asbestos containing materials removal will be coordinated with the on-site General Contractor.

C. COMPENSATION

Based on the scope of services presented above, our proposed fee is:

TASK : Asbestos Containing Materials Removal Activities	FEE	Authorized by Client Yes / No
Prevailing Wage	\$16,750	<input type="checkbox"/> Yes <input type="checkbox"/> No
Regular Wage	\$10,250	<input type="checkbox"/> Yes <input type="checkbox"/> No

Asbestos Containing Materials Removal Activities

City of Belton, MO ■ Belton, Missouri

July 15, 2016 ■ Terracon Proposal No: P02167257



Unless instructed otherwise, the invoice will be sent to the addressee on this proposal.

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee.

The proposed cost estimate is based on the following assumptions:

- City of Belton, MO will provide to Terracon, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services.
- City of Belton, MO will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.)
- Work to be conducted during normal business hours (Monday through Friday, between the hours of 7:00 am and 5:00 pm).
- Work will take place over consecutive workdays under one site mobilization.

If these assumptions or conditions are not accurate or change during the project, the stated fee is subject to change. Please contact us immediately if you are aware of any inaccuracies in these assumptions and conditions, so we may revise the proposal or fee.

The report will be prepared for the exclusive use and reliance of City of Belton, MO. Reliance by any other party is prohibited without the written authorization of the City of Belton, MO and Terracon.

Terracon's services will be performed in a manner consistent with generally accepted practices of the professional undertaking of similar activities in the same geographic area during the same period. Terracon makes no warranties, express or implied, regarding services provided. Please note that Terracon does not warrant the work of laboratories, subcontractors, regulatory agencies or other third parties supplying information used in the preparation of the report. These services will be performed in accordance with the scope of work agreed to with City of Belton, MO and as set forth in this proposal.

The reported findings resulting from these services will be based upon information derived from on-site activities and other services performed under this scope of work; such information is subject to change over time.

If this proposal meets with your approval, work may be initiated by returning a signed copy of the attached Task Order to our Lenexa office. Project initiation may be expedited by emailing a copy of the signed Task Order to clgrisell@terracon.com.

The terms, conditions and limitations stated in the Master Services Agreement (and sections of this proposal incorporated therein), shall constitute the exclusive terms and conditions and

Asbestos Containing Materials Removal Activities

City of Belton, MO ■ Belton, Missouri

July 15, 2016 ■ Terracon Proposal No: P02167257



services to be performed for this project. This proposal is valid only if authorized within sixty (60) days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. In addition to asbestos services, our professionals provide geotechnical, environmental, construction materials, and facilities services on a wide variety of projects locally, regionally and nationally. For more detailed information on all of Terracon's services please visit our web site at www.terracon.com. If you have any questions or comments regarding this proposal or require additional services, please contact the undersigned.

We appreciate your consideration of Terracon for this work.

Sincerely,

Terracon Consultants, Inc.

Prepared By:

A handwritten signature in black ink, appearing to read "Clark Grisell".

Clark L. Grisell

Staff Environmental Scientist

Reviewed By:

A handwritten signature in black ink, appearing to read "Allen R. Bartels".

Allen R. Bartels

Department Manager Asbestos Services

Attachment: Task Order

MASTER SERVICES AGREEMENT

TASK ORDER

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** (dated 12/06/2011, agreement reference number F1116357) between City of Belton, Missouri ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Asbestos Containing Materials Removal Activities project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 06/28/2016 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

1. Project Information

See attached proposal P02167257.

2. Scope of Services

The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

See attached proposal P02167257.

3. Compensation

Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

See attached proposal P02167257.

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By:  Date: **7/15/2016**
Name/Title: **Allen R Bartels / Department Manager**
Address: **13910 W 96th Ter**
Lenexa, KS 66215-1228
Phone: **(913) 492-7777** Fax: **(913) 492-7443**
Email: **Allen.Bartels@terracon.com**

Client: **City of Belton, Missouri**
By: _____ Date: _____
Name/Title: **Jay Leipzig / Community and Economic Development Director**
Address: **506 Main Street**
Belton, MO 64012
Phone: **(816) 331-4331** Fax: _____
Email: **jayleipzig@belton.org**

Reference Number: P02167257

R2016-

A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING MASTER SERVICES AGREEMENT - TASK ORDER #P02167311 WITH TERRACON FOR THE PROPOSED FEE OF \$2,940 FOR THE PURPOSE OF A LEAD BASED PAINT AND HAZARDOUS MATERIALS INVENTORY OF THE THREE FORMER MILITARY BUILDINGS EXISTING WITHIN CITY OWNED MARKEY BUSINESS PARK.

WHEREAS, on March 22, 2016 under Ordinance No. 2016-4188, the City Council approved an On-Call Engineering Services Agreement with Terracon; and

WHEREAS, The City of Belton acquired what is now known as Markey Business Park via Quitclaim Deed from the U.S. Government in 1989, due to the closure of Richards Gebaur Air Force Base; and

WHEREAS, it has been the City's intention to redevelop this land into a light industrial business park, and was zoned BP-R for that purpose; and

WHEREAS, funding toward the demolition and site preparation of the three former military buildings located at Markey Business Park in the amount of \$50,000 was approved in the Economic Development FY-2017 budget; and

WHEREAS, the Lead Based Paint and Hazardous Materials Inventory will provide the demolition contractor a list of the materials that will need to be discarded as regulated waste; and

WHEREAS, the inventory of lead based paint and other hazardous materials is necessary prior to sending out an request for proposal for demolition; and

WHEREAS, the City council believes the Master Services Agreement – Task Order #P02167311 with Terracon for the proposed fee of \$2,940 to perform the Lead Based Paint and Hazardous Materials inventory is necessary and will promote marketability and economic development activities on this city owned property.

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

SECTION 1: That this Resolution approving Master Services Agreement - Task Order #P02167311 for the proposed fee of \$2,940 to conduct a Lead Based Paint and Hazardous Materials Inventory in the three aforementioned buildings.

SECTION 2: The City Manager and Community Planning and Economic Development Director are authorized and directed to execute the Master Services Agreement – Task Order on behalf of the City.

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

Duly passed and approved this ___ day of _____, 2016

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ___ day of _____, 2016, and adopted at a regular meeting of the City Council held the ___ day of ___, 2016 by the following vote, to-wit:

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

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



August 11, 2016

Ms. Carolyn Yatsook, Economic Development Specialist
City of Belton, Missouri
506 Main Street
Belton, MO 64012

Telephone: (816) 892-1263
E-mail: cyatsook@belton.org

Re: Proposal for Lead Paint Survey and Regulated Hazardous Materials Inventory
Future Markey Business Park
South of Bales Road and Markey Road Intersection
Belton, MO
Terracon Proposal No. P02167311

Dear Ms. Yatsook:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to the City of Belton, Missouri (Client) to conduct a lead paint survey and regulated hazardous materials inventory at the above-referenced location.

1. PROJECT INFORMATION

Work will be performed under the attached Task Order. Terracon understands the lead paint survey and regulated hazardous materials inventory will be conducted on the former ammunition bunker and two pole barns at the above referenced location.

2. SCOPE OF SERVICES

Task 1 – LEAD PAINT (LP) SURVEY

Terracon will mobilize a Missouri licensed lead inspector to the site to perform lead paint (LP) testing on the interior and exterior painted surfaces of the subject buildings. Terracon will sample representative surfaces selected for sampling using an X-Ray fluorescence analyzer (XRF). The surfaces to be sampled will include a representative door, window, wall, jams, piping, moldings, painted floors, cabinets and exterior painted building components. Sampling is contingent on what can be safely reached using a ladder. The objective of Terracon's investigation will be to identify the presence and location of LP that may be present in the sampled locations.

Terracon Consultants, Inc. 13910 W. 96th Ter. Lenexa, KS 66215
P 913-492-7777 F 913-492-7443 terracon.com



Terracon cannot guarantee a building or property to be "LP free", as the possibility exists that painted materials may be hidden from sight or in inaccessible locations, or the testing identified may not be truly homogeneous. The Report will document LP sampling results and will identify building component surfaces confirmed as containing LP. It should be understood that this LP survey is not considered to be comprehensive in nature, and the results are not intended to be used to determine lead hazards, develop abatement plans, or prepare detailed cost estimates for abatement.

The above-described scope of work for LP testing is limited to sampling of the coatings on each painted surface in each sample location. The analyses, comments, and recommendations presented in the written Report will be based upon such information supplied by the Client.

Task 2 –REGULATED HAZARDOUS MATERIALS INVENTORY

Terracon will conduct a visual survey of readily accessible areas and provide an inventory listing of recognizable and regulated hazardous materials. Please note that Terracon will not handle, open or move any potential identified hazardous chemicals or waste and no sample collection will be conducted. This survey and inventory will include the following:

- **Potential Polychlorinated Biphenyls (PCB) Containing Components** The presence, location, and condition of suspect PCB-containing equipment such as fluorescent light ballasts, hydraulic elevators and lifts, and electrical transformers and equipment will be inventoried and discussed in the report. Such equipment will be inspected for external labels indicating PCB-content and for signs of leakage. Sampling of fluid in reservoirs or stained soils is not included in the fees for this scope of service.
- **Potential Mercury (Hg) Containing Components** The presence, location, and condition of suspect mercury vapor-containing equipment such as fluorescent, mercury vapor, high intensity discharge (HID), and other lamps, as well as liquid mercury-containing equipment such as switches, thermostats, and other temperature control and HVAC devices will be inventoried and discussed in the report.
- **Potential Chlorofluorocarbons (CFC) Containing Equipment** The presence, location, and condition of suspect CFC-containing equipment, such as refrigerators, air conditioning units, and walk-in coolers and freezers, will be inventoried and discussed in the report. Such equipment will be inspected for external labels indicating CFC content.
- **Batteries**
The presence, location, and quantity of in emergency lightening and alarm systems that will be inventoried and discussed in the report.
- **Potential Radioactive Sources**

The presence, location and quantity of radioactive sources exit signs will be inventoried and included in the report.

■ **Miscellaneous Building Components and Containerized Liquids**

The presence, location, and quantity of miscellaneous building components and containerized liquids that are defined as hazardous waste by the Environmental Protection Agency (EPA) will be inventoried and discussed in the report.

SCHEDULE

The above scope of services may begin within 10 working days following receipt of the executed Task Order or written notice-to-proceed provided that site access can be obtained immediately following execution.

The Report will be provided to the Client within 10 days of on-site work.

In order to complete the project in accordance with this proposal the following items need to be provided by the Client at the time of project authorization:

- The legal right-of-entry to conduct the survey.
- A building management representative during inspections of occupied areas.
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization.
- Building plans, if available, in AutoCAD format.
- Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.

REPORT

Terracon will prepare a written Report describing the sampling methodology and the results of the services performed. No drawings depicting the location and extent of LBP or Hazardous Materials or estimates of LBP or Hazardous Materials removal costs will be provided unless specifically requested in advance by the Client. Unless otherwise instructed, one electronic copy of the final Report will be submitted to the e-mail address indicated herein.

RELIANCE

The Report will be prepared for the exclusive use and reliance of the City of Belton, MO. Reliance by any other party is prohibited without the written authorization of Client and Terracon.

If the Client is aware of additional parties that will require reliance on the Report, the names, addresses and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon will grant reliance on the Report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request). For a period of one-year after the Report date, the Client and Terracon consent to reliance on the Report by a third party. During the one-year period, Terracon will grant reliance upon receipt of a fully executed Reliance Agreement and receipt of an additional fee of \$250.00 per relying party.

Reliance on the Report by the Client and all authorized parties pursuant to the above will be subject to the terms, conditions and limitations stated in the Agreement for Services (and sections of this proposal incorporated therein), the Reliance Agreement, and the Report.

3. COMPENSATION

Terracon will perform the scope of services described herein for a lump sum fee of **\$2,940.00** and assumes one site mobilization.

Terracon's invoice will be submitted to the address appearing above upon completion of the proposed services. If conditions are encountered at the site which requires significant changes in the scope of services which will increase the cost of the above services, the Client will be contacted for discussion and approval of such changes before we proceed.

The terms, conditions and limitations stated our Master Services Agreement (and sections of this proposal incorporated therein), shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within sixty (60) days from the proposal date.

If this proposal meets with your approval, work may be initiated by returning a signed copy of the attached Task Order to our Lenexa office. Project initiation may be expedited by emailing a copy of the signed Task Order to clgrisell@terracon.com.

Terracon appreciates the opportunity to provide this proposal. If there are any questions or comments regarding this proposal or need additional services, please contact the undersigned.

Proposal for Lead Paint Survey and
Regulated Hazardous Materials Inventory
City of Belton ■ Belton, MO
August 11, 2016 ■ Terracon Proposal No: P02167311



Sincerely,
Terracon Consultants, Inc.

Prepared By:

A handwritten signature in blue ink that reads "Clark L. Grisell".

Clark L. Grisell
Staff Environmental Scientist

Reviewed By:

A handwritten signature in blue ink that reads "Allen R. Bartels".

Allen R. Bartels
Department Manager Asbestos Services

Attachment: Task Order

MASTER SERVICES AGREEMENT

TASK ORDER

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** (dated 12/06/2011, agreement reference number F1116357) between City of Belton, Missouri ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Future Markey Business Park project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 08/11/2016 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

1. Project Information

See proposal P02167311

2. Scope of Services

The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

See proposal P02167311

3. Compensation

Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

See proposal P02167311

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By: *Allen R Bartels* Date: **8/11/2016**
Name/Title: **Allen R Bartels / Department Manager**
Address: **13910 W 96th Ter**
Lenexa, KS 66215-1228
Phone: **(913) 492-7777** Fax: **(913) 492-7443**
Email: **Allen.Bartels@terracon.com**

Client: **City of Belton, Missouri**
By: _____ Date: _____
Name/Title: **Jay Leipzig / Community and Economic Development Director**
Address: **506 Main Street**
Belton, MO 64012
Phone: **(816) 331-4331** Fax: _____
Email: **jayleipzig@belton.org**

Reference Number: P02167311

SECTION VI

A

R2016-32

A RESOLUTION APPROVING AN AMENDMENT TO TASK AGREEMENT #20 WITH OLSSON ASSOCIATES IN A NOT-TO-EXCEED AMOUNT OF \$28,900 TO COVER ADDITIONAL NEEDED COST OF MATERIALS TESTING FOR THE WASTEWATER TREATMENT FACILITY (WWTF) AND IPS SITE IMPROVEMENTS PROJECT.

WHEREAS, on August 25, 2015 under Ordinance No. 2015-4129, the City Council approved an ordinance approving the ratification of Task Agreement #20 with Olsson Associates for materials testing for the Wastewater Treatment Facility (WWTF) and IPS Site Improvements Project in the not-to-exceed amount of \$24,978; and

WHEREAS, as construction has progressed on the WWTF and IPS Site Improvements Project, the demand for materials testing has been exceeded. The original contract amount was based on a conservative estimate of time and materials required to perform a certain number of tests; and

WHEREAS, this amendment to Task Agreement #20 with Olsson Associates is necessary to cover the additional needed cost of materials testing for the WWTF and IPS Site Improvements Project; and

WHEREAS, the additional cost of materials testing will be in a not-to-exceed amount of \$28,900.

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

SECTION 1. That this resolution approving an amendment to Task Agreement #20 with Olsson Associates in a not-to-exceed amount of \$28,900 to cover the additional cost of materials testing for the WWTF and IPS Site Improvements Project is hereby approved for purposes described above.

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

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

Duly read and passed this 6th day of September, 2016.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 6th day of September, 2016, and adopted at a regular meeting of the City Council held the 6th day of September, 2016 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: September 6, 2016

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

The construction contract for the Wastewater Treatment Facility (WWTF) Improvements project, currently under construction, calls for certain materials testing to be performed by the City. This project includes construction of a new influent pump station and new headworks building. In August 2015, the City approved a task agreement with Olsson Associates in the amount of \$24,978 to cover the anticipated materials testing needs.

As construction has progressed, the demand for these tests has been exceeded. The original contract amount was based on a conservative estimate of time and materials required to perform a certain number of tests. Staff asked for approval of a relatively low amount in an attempt to keep costs down and spend only what was necessary to meet our contractual obligations. These fees are typically based on an estimate of the total number of tests but are actually billed based on time and materials. If construction sequences allow for multiple tests performed and samples taken in a short period of time, costs decrease. In this case, opportunities for these efficiencies have not arisen through the construction process.

With approval of this amendment, the total cost of materials testing for this project would be \$53,878. With a construction contract of \$11,522,400, materials testing costs on this project would represent 0.47% of construction costs.

The task agreement has been submitted and approved by MDNR and is eligible for reimbursement under the SRF loan. Because of value-engineering performed on the construction contract after award, there is sufficient budget in the SRF loan to cover this additional scope and fee.

PROPOSED CITY COUNCIL MOTION:

Approve a resolution approving an amendment to Task Agreement #20 with Olsson Associates in a not-to-exceed amount of \$28,900 to cover additional needed cost of materials testing for the Wastewater Treatment Facility (WWTF) and IPS Site Improvements Project.

BACKGROUND:

The voters approved revenue bonds for this project in April 2013. An SRF loan through MDNR's Clean Water Program was applied for and secured; the loan closed on June 3, 2015. Construction began in early June 2015 and is expected to be substantially complete by January 2017.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		Olsson Associates
Amount of Request/Contract:	\$	28,900
Amount Budgeted:	\$	SRF Loan eligible
Funding Source:		Fund 463 – to be reimbursed through SRF loan
Additional Funds:	\$	N/A
Funding Source:		N/A
Encumbered:	\$	N/A
Funds Remaining:	\$	N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving an amendment to Task Agreement #20 with Olsson Associates in a not-to-exceed amount of \$28,900 to cover additional needed cost of materials testing for the Wastewater Treatment Facility (WWTF) and IPS Site Improvements Project.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution
Olsson Associates Task Agreement No. 20 Amendment and Scope

City of Belton – Public Works Task Agreement

Contract: Olsson Associates

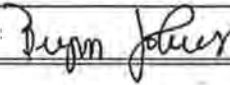
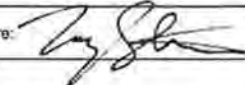
Ordinance or Resolution:	Task Agreement No: 20.1	Funding Amount: \$28,900.00 Purchase Order No: N/A
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Project Title: WWTF and IPS Site Improvements Construction Inspections & Testing – Amendment 1 for Additional Services

Contractor (including sub-contractors): Olsson Associates	Division and Staff Project Manager: Zach Matteo – City Engineer
---	--

Project Management Manual reviewed: Yes	Attachments (Gantt Chart, etc.): Exhibit A – Scope of Services and Fees
---	---

PROJECT Scope: See Exhibit A, attached.

Staff Signatures		Partner Signatures	
Director of Public Works: Jeff Fisher	City Manager: Ron Trivitt	Project Manager: Bryan Johnson	Company Officer (if different): Tony Stanton
Signature: _____	Signature: _____	Signature: 	Signature: 
Date: _____	Date: _____	Date: <u>8/18/16</u>	Date: <u>8/18/16</u>

Project Type: Design ___ Construction X Property Acquisition ___ Conceptual/Problem Solving ___ Surveying ___

Project Discipline(s): Transportation ___ Planning ___ Water X Wastewater ___

Report(s) Received: N/A

Work on File: N/A

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Attach scope of work, budget, and other supporting material

EXHIBIT A
Amendment to Agreement Construction
Observation and Testing Services Belton,
Missouri WWTF Improvements

Additional Construction Observation and Testing Services have been requested for the Belton WWTF. Those services include observation and testing of fill/backfill placement and concrete.

The following remaining scope of work is based on the City of Belton's estimate of field testing remaining based on work remaining to be completed by the Contractor on the project and the testing requirements outlined in the project specifications.

- Concrete Mix Tests:
 - o 40 concrete pours remaining
 - o 5 cylinders, minimum, per pour
 - o Testing each for compressive strength, air entrainment, slump, temperature
- Mortar:
 - o 2 cylinders/week
 - o For 10 weeks
 - o Conduct one test, each, for compressive strength
- Grout:
 - o 3 cylinders/week
 - o For 10 weeks
 - o Conduct two tests, each, for compression strength
- Compaction:
 - o Subgrade: 8 tests
 - o Aggregate Base: 8 tests
 - o Trenches: 6 tests
 - o Pavement subgrade: 1 test
 - o Backfill: 16 tests

Our scope and fee were developed based on this information provided to us by the City.

Proposed Remaining Scope of Work and Estimated Fee
Belton, Missouri WWTF Improvements

Fill Placement

12 Hrs Technician - Aggregate Base @	\$57.00 /hr	\$	684.00
16 Hrs Technician - Subgrade @	\$57.00 /hr	\$	912.00
1 Standard Proctor @	\$160.00 /each	\$	160.00
1 Atterberg Limits @	\$85.00 /each	\$	85.00
7 Trips @	\$20.00 /trip	\$	140.00

Utility Trench Backfill

20 Hrs Technician - Backfill @	\$57.00 /hr	\$	1,140.00
16 Hrs Technician - Trenches @	\$57.00 /hr	\$	912.00
1 Standard Proctor @	\$160.00 /each	\$	160.00
1 Atterberg Limits @	\$85.00 /each	\$	85.00
9 Trips @	\$20.00 /trip	\$	180.00

Reinforced Concrete

160 Hrs Technician (40 Pours) @	\$57.00 /hr	\$	9,120.00
200 Compression Test - Concrete @	\$18.00 /each	\$	3,600.00
40 Trips @	\$20.00 /trip	\$	800.00

Structural Masonry

50 Hrs Sr. Technician @	\$67.00 /hr	\$	3,350.00
30 Compression Test - Grout @	\$37.00 /each	\$	1,110.00
20 Compression Test - Block Prism @	\$140.00 /each	\$	2,800.00
10 Trips (Mileage) @	\$20.00 /trip	\$	200.00

Subtotal \$ 25,438.00

Project Engineering and Administration

24 Hrs Project Engineer @	\$130.00 /hr	\$	3,120.00
6 Hrs Project Administration @	\$57.00 /hr	\$	342.00

Total \$ 28,900.00

