



**Agenda of the Belton City Council
Regular Meeting
January 8, 2019 – 6:00 p.m.
City Hall Annex
520 Main Street, Belton, Missouri**

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

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

- A. **Motion approving the minutes of the December 18, 2018, City Council Special Meeting.**

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- B. **Motion approving purchase of an additional server for the station camera system for the Belton Police Department.**

This purchase is within budget.

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- C. **Motion approving payment of \$12,030.09 for annual SES agreement (maintenance) for the phone system and an upgrade for the hardware for the Belton Police Department phone system.**

The funds for this expense were allocated in the budget in the amount of \$12,000.00. This request is \$30.09 over the budgeted amount. However, savings have already been realized in these accounts that will more than adequately cover the overage.

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- D. Motion approving Resolution R2019-01
A resolution appointing George Gray to the Tree Board.

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- E. Motion approving Resolution R2019-02
A resolution approving a one-year extension of the On-Call Appraisal and Acquisition Professional Services Agreement with Moser & Associates, Inc. DBA Right-Of-Way Associates through January 8, 2020.

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- F. Motion approving Resolution R2019-03
A resolution approving Task Agreement No. 2019-1 with Moser & Associates, Inc., DBA Right-Of-Way Associates for land appraisal and acquisition professional services for the Bel-Ray Connector Trail Project in a not-to-exceed amount of \$22,650.00.

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- G. Motion approving Resolution R2019-04
A resolution approving the renewal of Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Pyramid Excavation and Construction, Inc. For a term of one (1) year with the option of up to three (3) additional one (1) year renewals.

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- H. Motion approving Resolution R2019-05
A resolution approving Task Agreement 2019-1 with Pyramid Excavation and Construction, Inc. for the Apple Blossom Court and Park Avenue Stormwater Repairs Project in the not-to-exceed amount of \$82,921.15.

This purchase is within budget.

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- I. Motion approving Resolution R2019-06
A resolution approving the extension of the Farm Lease Agreement with Dwayne Perkins, a private contractor, to bale hay on farmable land on the wastewater treatment facility's property for a term of one (1) year through December 31, 2019.

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V. PERSONAL APPEARANCES

VI. ORDINANCES

A. Motion approving both readings of Bill No. 2019-01

An ordinance authorizing the Taxable Industrial Revenue Bonds (NP Southview Industrial Building 1, LLC Project), Series 2019 related to an industrial development project in the city and authorizing the city to enter into certain agreements and take certain other actions.

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VII. RESOLUTIONS

A. Motion approving Resolution R2019-07

A resolution approving the On-Call Professional Services Agreement with Stantec Consulting Services, Inc. to provide automated pavement collection services for approximately 265 lane miles of streets throughout the city.

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B. Motion approving Resolution R2019-08

A resolution approving Task Agreement No. 2019-1 with Stantec Consulting Services, Inc. To provide automated pavement collection services for approximately 265 lane miles of streets throughout the city in the amount of \$85,000.

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VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

January & February 2019 meetings

01/15 special meeting – 6:00 p.m.

01/22 work session & regular meeting – 6:00 p.m.

02/12 work session & regular meeting – 6:00 p.m.

02/25 work session & regular meeting – 6:00 p.m.

XI. OTHER BUSINESS

XII. ADJOURN

SECTION IV

A

**Minutes of the Belton City Council
Special Meeting
December 18, 2018
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the regular meeting to order at 6:03 p.m.

Councilman Savage led the Pledge of Allegiance to the Flag.

Councilmembers present: Councilwomen Lorrie Peek, Stephanie Davidson, Mayor Jeff Davis, Councilmen Tom MacPherson, Chet Trutzel, Tim Savage, Gary Lathrop.

Councilmembers absent: Councilmen Ryan Finn and Dean VanWinkle

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

CONSENT AGENDA

Councilwoman Peek moved to approve the consent agenda consisting of a motion:

- approving the minutes of the December 11, 2018, City Council Work Session & Regular Meeting
- approving Resolution R2018-53: **A resolution approving Task Agreement No. 2018-11 with JCI Industries, Inc. under the On-Call Pump Repair and Service Agreement to replace return activated sludge pump #3 at the Wastewater Treatment Facility Plant in the amount of \$12,609.00.**

Councilman Trutzel seconded. All present voted in favor. Councilmen Finn and VanWinkle absent. Consent agenda approved.

ORDINANCES

Andrea Cunningham, City Clerk, read Bill No. 2018-82: An Ordinance authorizing and directing the Mayor to execute the Second Amendment to the Tax Increment Financing Contract between the City of Belton, Missouri and Herman Enterprises, L.L.C. for implementation of Project 3 of the Southtowne Tax Increment Financing Redevelopment Plan, as amended. Presented by Councilman Lathrop, seconded by Councilwoman Peek. Vote on the first reading was recorded with all present voting in favor. Councilmen Finn and VanWinkle absent. First reading passed. **Councilman Lathrop moved to hear the final reading.** Councilwoman Peek seconded. Vote to hear the final reading was recorded with all present voting in favor. Councilmen Finn and VanWinkle absent. Motion passed. The final reading was read. Presented by Councilman Lathrop, seconded by Councilwoman Peek. Vote on the final reading as recorded:

Ayes: 7 Councilman Savage, Councilwomen Peek, Davidson, Councilmen Trutzel, Lathrop, Mayor Davis, Councilman MacPherson

Noes: 0

Absent: 2 Councilmen VanWinkle and Finn

Bill No. 2018-82 was declared passed and in full force and effect as **Ordinance No. 2018-4484**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2018-83: An Ordinance amending Chapter 2 – Administration, Article II – Officers and Employees, Division 4 – Personnel Code, Subdivision XII – Leave of Absence, of the Code of Ordinances of the City of Belton, Missouri, by amending Section 2-558 - Legal Holidays and amending Section 2-564 – Emergency Leave. Presented by Councilwoman Peek, seconded by Councilman Trutzel. Vote on the first reading was recorded with all present voting in favor. Councilmen Finn and VanWinkle absent. First reading passed. **Councilman Lathrop moved to hear the final reading.** Councilman Trutzel seconded. Vote to hear the final reading was recorded with all present voting in favor. Councilmen Finn and VanWinkle absent. Motion passed. The final reading was read. Presented by Councilman Lathrop, seconded by Councilwoman Peek. Vote on the final reading as recorded:

Ayes: 7 Councilmen Trutzel, Savage, MacPherson, Lathrop, Mayor Davis, Councilwomen Peek, Davidson

Noes: 0

Absent: 2 Councilmen VanWinkle and Finn

Bill No. 2018-83 was declared passed and in full force and effect as **Ordinance No. 2018-4485**, subject to Mayoral veto.

CITY COUNCIL LIAISON REPORTS

Councilwoman Davidson gave a Park report

- Kids' Night Out is January 12 at High Blue Wellness Center
- The locker rooms are getting new floors this week
- High Blue Wellness has some gift certificate promotions in December
- January 7 starts The Biggest Loser Contest
- January 8 starts an Epic Women Kickboxing Squad

Councilwoman Peek said there is a Tree Board meeting tomorrow night.

MAYOR'S COMMUNICATIONS

- We received 9 applications for the Oversight Committee.
- It was disappointing to see the Mayor's Christmas tree vandalized. There will be a re-decorating party tomorrow at 1:30 p.m. We've received numerous donations.

CITY MANAGER'S REPORT

- Alexa and the Mayor will be out of town for the January 8 City Council meeting.
- There will be a special meeting on January 15 to discuss possible April ballot language for the storm water and street questions.

December 2018 & January 2019 meetings

12/25 no meeting due to holiday

01/01 no meeting due to holiday

01/08 work session & regular meeting – 6:00 p.m.

01/15 special meeting – 6:00 p.m.

01/22 work session & regular meeting – 6:00 p.m.

At 6:25 p.m. Councilman Trutzel moved to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; and to discuss matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9; and to discuss matters pertaining to the hiring, firing,

disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and that the record be closed and the meeting adjourn from there. Councilwoman Peek seconded. The following vote was recorded:

Ayes: 7 Councilmen Lathrop, Savage, MacPherson, Mayor Davis, Councilman Trutzel, Councilwomen Davidson, Peek

Noes: 0

Absent: 2 Councilmen VanWinkle and Finn

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

Andrea Cunningham, City Clerk

Jeff Davis, Mayor

SECTION IV

B



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 8, 2019
ASSIGNED STAFF: James R. Person
DEPARTMENT: Police

Approvals

Engineer:

Dept. Dir:

Admin.:

Attorney:

City

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

ISSUE/REQUEST: To approve an additional server for the station camera system.

PROPOSED CITY COUNCIL MOTION: To approve the purchase of an additional server for the station camera system from Kenton Brothers in the amount of \$9,958.33.

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

Money was allocated for the purchase of an additional server for the station camera system. This is in part due to the age of the current server, the number of cameras at the station, storage space and for future additional cameras being added from city hall and the annex. The money for this item \$9,958.33 was allocated in this year's budget.

IMPACT /ANALYSIS:

Kenton Brothers currently maintains our video system therefore they know the specs on our current system. The server is needed in part due to the age of our current system and for additional cameras.

FINANCIAL IMPACT

Contractor:	Kenton Brothers
Amount of Request/Contract:	\$9,958.33
Amount Budgeted:	\$12,000.00
Funding Source:	232-0000-4957400 PD1901
Additional Funds	
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

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



Belton Police Department

Memo

To: Chief Person
From: Lt. Norman Shriver
Date: 12/13/18
Re: Additional Video System Server

In the current years' budget, money was allocated for the purchase of an additional server for the station camera system. This is in part due to the age of the current server, the number of cameras around the station, storage space and the possibility of additional cameras being added from city hall and the annex.

A quote was received from Kenton Brothers Inc. who currently maintains our video system. This server was built to specs set by myself and that of the Kenton Brothers service techs that are familiar with our current system. The cost for the server, labor to install, move cameras over to it and test all connections is \$9,958.33. This quote falls within the Mid-America Council on public purchasing (MARC) therefore only one quote was requested.

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

Respectfully submitted

A handwritten signature in black ink, appearing to read "Norman Shriver".

Lt. Norman Shriver



Proposal: 10779-1-0

New Milestone Server

Proposal Issued
11.14.2018

Proposal Valid To
12.26.2018

Prepared for:

Lt. Norm Shriver

Belton Police Department
7001 E 163rd St
Belton, MO 64012

P 8163484416
E Nshriver@Beltonpd.Org
W (816) 331-5522

CLIENT INFORMATION

Name: Belton Police Department

Site:
7001 E 163rd St
Belton, MO 64012

Billing:
7001 E 163rd St
Belton, MO 64012

Contact:
Lt. Norm Shriver
(816) 331-5522
Nshriver@Beltonpd.Org

PROJECT DESCRIPTION

Provide and Install KB Built 48TB (raw) 2 U Rackmount server.

48TB RAID 5 Storage - (with remaining slots for expansion)
Dual Xeon Silver 4110 Processors
Dual SSD OS
Dual Gigabit NIC
32GB RAM
Windows 10 Pro 64bit

5 hours labor included to install Milestone Software, move some cameras from old server to new server. Test switches and audio in interview rooms.

PROJECT BUDGET

Milestone Server - Seneca	\$9,958.33
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QTY Description

1	48TB RAID5 Dual Xeon Silver Processors Dual SSD OS Drive 32GB RAM - Win 10 Pro
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Equipment Subtotal:	\$9,333.33
Labor Subtotal:	\$625.00
Milestone Server - Seneca Subtotal:	\$9,958.33

Financial Summary

Total Proposal Amount:	\$9,958.33
Note: The above price does not include sales tax.	



PROJECT INVESTMENT SUMMARY

System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the sum of: **\$9,958.33.**

The price above includes: material, equipment and labor as described within this proposal. Taxes are not included and will be charged additionally.

Payment Terms:

Payment shall be Net 30 of invoice date.

PROJECT EXCLUSIONS, CLARIFICATIONS & ASSUMPTIONS

	Include / Exclude			Include / Exclude	
AutoCad Plans & Drawing files	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stub Ups & Back Boxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Submittals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prevailing Wage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduit	<input type="checkbox"/>	<input checked="" type="checkbox"/>
System Training	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Coring	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Network Cabling & Infrastructure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fire Stopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Telephone Line	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Patch & Touch-up Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>
120vac Power	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Door/Frame Preparation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Locking Hardware	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Installation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Remote Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>
On Site Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lift Rental	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			Bonding	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Clarifications & Assumptions

Kenton Brothers labor is provided during normal business hours Monday through Friday from 8:00 AM - 4:30 PM.

Overtime is not included and will be charged additionally.

Kenton Brothers will broom sweep floors and dispose of Kenton Brothers created trash daily within job site provided containers.

Taxes are excluded unless specifically shown as included at pricing summary lines.

Deliveries will be made during normal business hours. Overtime delivery is not included.

Final testing and system delivery is included as per the project schedule only.



PROJECT ACCEPTANCE

Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Schedule of Equipment** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Kenton Brothers is hereby authorized to perform the work as specified.

AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "**Agreement**") is made and entered into effective as of November 14, 2018 (the "**Effective Date**") by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("**KB**") and the above-identified customer ("**Customer**"). By signing this Agreement, KB agrees to provide the security equipment, software and/or services identified in the schedule(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement (each a "**Schedule**" and collectively the "**Schedules**") and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Schedules.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Accepted By: **Kenton Brothers**
Name: **Gina Stuelke**

Signature: _____

Title: _____

Date: _____

Accepted By: **Belton Police Department**
Name: **Lt. Norm Shriver**

Signature: _____

Title: _____

Date: _____



SECTION IV

C



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: January 8, 2019
ASSIGNED STAFF: James R. Person
DEPARTMENT: Police

Approvals

Engineer:

Dept. Dir:

Admin.:

Attorney:

City

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

ISSUE/REQUEST: To approve the annual SES agreement (maintenance) for the phone system and an upgrade for the hardware

PROPOSED CITY COUNCIL MOTION: To approve the annual agreement and upgrade with Dice Communications in the amount of \$12,030.09. The annual agreement being 2,610.74 and the upgrade \$9,419.35

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

Two quotes were received from Dice Communications, our current vendor for the phone system. One quote for the annual maintenance and the other for an upgrade for the current hardware is at end of life and parts which will not be available in the near future.

IMPACT /ANALYSIS:

By completing the upgrade as attached, it will extend the usefulness of our current system for another 10 years. Savings have already been realized in this account that will more than adequately cover the overage.

FINANCIAL IMPACT

Contractor:	Kenton Brothers
Amount of Request/Contract:	\$12,030.09
Amount Budgeted:	\$12,000.00
Funding Source:	010-3800-400-3705
Additional Funds	\$30.09
Funding Source	010-3800-400-3705
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

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



Belton Police Department

Memo

To: Chief Person

From: Lt Norman Shriver

Date: 12/07/18

Re: Phone system upgrade and SES agreement renewal

In the current year's budget money was approved for the annual SES agreement (maintenance) for the phone system and an upgrade for the hardware for it. I received two quotes from Dice Communications, our current vendor for the phone system. The first quote is for a system upgrade of both hardware and software. The current hardware is at end of life and parts will not be available in the near future. By completing the upgrade as attached, it will extend the usefulness of our current system for another 10 years. The software portion of the quote is for the controlling software of the system. It will include a major upgrade with new and expanded features. The second quote is the SES, which is the maintenance agreement through Dice with Alcatel-Lucent. This is needed in order for them to open up a case that is unable to be resolved by Dice.

The total of the two quotes equals \$12,030.09. The budgeted amount was \$12,000. This makes the quotes \$30.09 over the budgeted amount. However, savings have already been realized in these accounts that will more than adequately cover the overage.

I recommend both these quotes be approved and be place on the next regularly scheduled council meeting.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Lt. Norman Shriver", written over a horizontal line.

Lt. Norman Shriver

**Dice Communications, Inc.**

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

Quote

No.: **11040**
Date: 12/4/2018

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

Prepared by: Chris Davlin
Account No.: 2673
Phone: 816.210.0844
Job: Bob Reams

Quantity	Item ID	Description	UOM	Sell	Total
Upgrade to R12 + 8770					
3	ALC-3BA27013AD	SATA Hard disk for CPU card Call Server (CPU8 / CS-3)	EA	\$386.57	\$1,159.71
3	ALC-3EH73081AB	Communication Server Central Processing Unit, CS-3 CPU Board with SDRAM and hard disk	EA	\$1,353.00	\$4,059.00
350	ALC-3BA09932JA	OmniVista 8770 upgrade - User license	EA	\$1.07	\$374.50
1	ALC-3BA09968JU	OmniVista 8770 release 4.0 upgrade software license#	EA	\$0.04	\$0.04
1	ALC-3BH11669AL	8770 R4.0 SOFTWARE PACK DVD-R	EA	\$32.06	\$32.06
150	ALC-3BA09835JA	OmniPCX Enterprise major software upgrade - 1 user	EA	\$10.86	\$1,629.00
1	ALC-3BA09969JA	SOFTWARE LICENSE ENTERPRISE R12.2	EA	\$0.04	\$0.04
1.00	Freight-Shipping	Shipping & Handling	EA	\$45.00	\$45.00
8.00	Labor-Engineer ALE Voice	Labor-Engineer ALE Voice	HR	\$150.00	\$1,200.00
2.00	Labor-Project Management	Project Management	HR	\$105.00	\$210.00
6.00	LABOR-Travel Time	Travel Time	HR	\$85.00	\$510.00
1.00	EXP-Travel Expenses Alcatel	Travel Expense - Air / Auto / Lodging / Per Diem	EA	\$200.00	\$200.00

Your Price: **\$9,419.35**

Total: **\$9,419.35**

Additional Comments, Terms and Conditions or client responsibilities:
Upgrade to R12 and 8770

Prices are firm until 10/12/2018 Terms: Net 30

Prepared by: Chris Davlin, cdavlin@dicellc.com

Date: 12/4/2018

Accepted by: _____

Date: _____

Quote
No.: 11040
Date: 12/4/2018

Disclaimer

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

****Material:** 50% Down-Payment Required on all Hardware Purchases ... Balance of equipment due upon receipt of inventory.

****Professional Services/Labor:** Progressive Invoicing; based upon percentage of completion.

****Shipping & Handling:** Not included in quoted price; customer will be invoiced upon final equipment invoice.

****Travel expenses:** Not included; customer will be invoiced actual travel costs upon final invoice.

****Sales & Use Tax:** Not included in quote & will be added to invoice if applicable and due.

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

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

**Dice Communications, Inc.**

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

Quote

No.: **10960**
Date: 12/4/2018

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

Prepared by: Chris Davlin
Account No.: 2673
Phone: 816.210.0844

Quantity	Item ID	Description	UOM	Sell	Total
Software Evolution Service (SES) Maintenance					
Support Terms: 12/12/2018 - 12/11/2019					
1.00	ALC-3EY10006AA	OmniPCX Enterprise SES (Software Evolution Service) - renewal 12 months	EA	\$1,897.11	\$1,897.11
1.00	ALC-3EY14002AA	OmniVista 8770 SES (Software Evolution Service) - renewal 12 months	EA	\$713.63	\$713.63

Your Price: **\$2,610.74**

Total: **\$2,610.74**

Additional Comments, Terms and Conditions or client responsibilities:

Prices are firm until 9/20/2018 Terms: Net 30

Prepared by: Chris Davlin, cdavlin@dicellc.com

Date: 12/4/2018

Accepted by: _____

Date: _____

Disclaimer

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

****Material:** 50% Down-Payment Required on all Hardware Purchases ... Balance of equipment due upon receipt of inventory.

****Professional Services/Labor:** Progressive Invoicing; based upon percentage of completion.

****Shipping & Handling:** Not included in quoted price; customer will be invoiced upon final equipment invoice.

****Travel expenses:** Not included; customer will be invoiced actual travel costs upon final invoice.

****Sales & Use Tax:** Not included in quote & will be added to invoice if applicable and due.

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

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

SECTION IV

D

R2019-01

A RESOLUTION REAPPOINTING GEORGE GRAY TO SERVE ON THE BELTON TREE BOARD.

WHEREAS, the City of Belton City Council approved the formation of a Tree Board by Resolution R2011-01 on January 11, 2011; and

WHEREAS, the Board of Directors are appointed by the Mayor with the approval of the City Council; and

WHEREAS, George Gray's term expires January 11, 2019; he is hereby reappointed to serve as a member until January 11, 2022; and

WHEREAS, Patricia Porter resigned her position on the Tree Board effective August 25, 2018, and her term expires January 11, 2019. At this time the position will remain vacant; and

WHEREAS, Jennifer Kailus resigned her position on the Tree Board effective August 15, 2018, and her term expires January 11, 2021. At this time her position will remain vacant.

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

SECTION 1. That the following named individuals shall constitute the Belton Tree Board with terms of office as shown:

<u>NAME</u>	<u>TERM</u>
Randall Asjes	January 11, 2020
Donald Schuster	January 11, 2021
Vacant	January 11, 2021
George Gray	January 11, 2022
Vacant	January 11, 2022
Ex-Officio Member, Belton City Arborist	

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

Duly read and passed this 8th day of January, 2019.

Mayor Pro Tem Lorrie Peek

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 8th day of January, 2019, and adopted at a regular meeting of the City Council held the 8th day of January, 2019 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
City of Belton, Missouri

SECTION IV

E

A RESOLUTION APPROVING A ONE-YEAR EXTENSION OF THE ON-CALL APPRAISAL AND ACQUISITION PROFESSIONAL SERVICES AGREEMENT WITH MOSER & ASSOCIATES, INC. DBA RIGHT-OF-WAY ASSOCIATES THROUGH JANUARY 8, 2020.

WHEREAS, on June 14, 2011, Ordinance No. 2011-3724 approved an On-Call Appraisal and Acquisition Professional Services Agreement between the City and Moser & Associates, Inc. DBA Right-of-Way Associates. Per the terms of the agreement, the Public Works Director extended the agreement for two subsequent one-year periods with a total term not to exceed five (5) years resulting in an extension date through June 14, 2016. An on-call agreement for these services was not renewed from June 14, 2016 to date due to staff turnover and lack of need for on-call appraisal and acquisition services; and

WHEREAS, Right-of-Way Associates is interested in a one-year extension of this agreement with no increase in billing rates and insurance coverage from the 2016 agreement, which would result in an end date of January 8, 2020. City Staff recommends approval of a one-year extension of this agreement through January 8, 2020 for appraisal and acquisition services for various projects; and

WHEREAS, City Council believes that it is in the best interest of the citizens of Belton to approve the one-year extension of the On-Call Appraisal and Acquisition Professional Services Agreement with Moser & Associates DBA Right-of-Way Associates. The services provided are essential to expedite projects in need of appraisal and acquisition professional services.

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

SECTION 1. That the On-Call Appraisal and Acquisition Professional Services Agreement with Moser & Associates DBA Right-of-Way Associates is hereby extended for one (1) year through January 8, 2020.

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

Duly read and passed this 8th day of January, 2019.

Mayor Pro Tem Lorrie Peek

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 8, 2019

DIVISION: Public Works/Parks & Recreation

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

ISSUE/RECOMMENDATION:

An On-Call Appraisal and Acquisition Professional Services Agreement with Moser & Associates, Inc., DBA Right-of-Way Associates (Right-of-Way Associates) was approved by the City Council by Ordinance No. 2011-3724 on June 14, 2011. Per the terms in the agreement, the Public Works Director extended the agreement for two subsequent one-year periods with a total term not to exceed 5 years. This resulted in an extension date through June 14, 2016. An on-call agreement for these services was not renewed from June 14, 2016 to date due to staff turnover and lack of need for acquisition services by an on-call professional.

Right-of-Way Associates is interested in a one-year extension of this agreement with no increase in billing rates from the 2016 agreement, which would result in an end date of January 8, 2020. City Staff recommends approval of a one-year extension of this agreement for on-call appraisal and acquisition services for various projects including the Bel-Ray Connector Trail project. Appraiser and acquisition services for the Bel-Ray Connector Trail project need to be completed as soon as possible in order to meet federal funding obligation deadlines. City staff will seek qualifications for appraisal and acquisition professional services prior to expiration of this agreement in 2020 should City Council approve the one-year extension.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving a one-year extension of the On-Call Appraisal and Acquisition Professional Services Agreement with Moser & Associates, Inc., DBA Right-of-Way Associates through January 8, 2020.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Moser & Associates, Inc. DBA Right-of-Way Associates Letter of Interest to Extend Agreement

Right of Way Associates

Appraisals • Acquisitions • Consultation • Negotiations

December 17, 2018

Ms. Celia J. Duran, *P.E.*
Public Works Director
City of Belton
520 Main Street
Belton, MO 64012

Re: Appraisal and Acquisition Services
Annual Contract Extension

Dear Ms. Duran:

Thank you for your interest in extending our contract with the City of Belton, originally dated June 14, 2011.

Attached are our 2018 billing rates, which we have kept the same since 2016. We will also be providing you with updated certificates of insurance.

We appreciate the opportunity to be of service and look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. W. Moser' with a stylized flourish at the end.

John W. Moser, *MAI, SRA*
President

Enclosure

SECTION IV

F

R2019-03

A RESOLUTION APPROVING TASK AGREEMENT NO. 2019-1 WITH MOSER & ASSOCIATES, INC., DBA RIGHT-OF-WAY ASSOCIATES FOR LAND APPRAISAL AND ACQUISITION PROFESSIONAL SERVICES FOR THE BEL-RAY CONNECTOR TRAIL PROJECT IN A NOT-TO-EXCEED AMOUNT OF \$22,650.00.

WHEREAS, the FY2019 budget provides funds for the Bel-Ray Connector Trail project that will improve the City's trail system and promote pedestrian connectivity and health and wellness for the City's residents; and

WHEREAS, on January 8, 2019 under Resolution No. 2019-02, the City Council approved the On-Call Appraisal and Acquisition Professional Services Agreement with Moser & Associates, Inc., DBA Right-of-Way Associates (Right-of-Way Associates) for land appraisal and acquisition services; and

WHEREAS, the Council believes that approving Task Agreement No. 2019-1 with Right-of-Way Associates in the not-to-exceed amount of \$22,650 is beneficial to the City of Belton, Missouri to provide land appraisal and acquisition professional services for the Bel-Ray Connector Trail project.

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

SECTION 1. That Task Agreement No. 2019-1 with Moser & Associates, Inc., DBA Right-of-Way Associates in the not-to-exceed amount of \$22,650 to provide land appraisal and acquisition professional services for the Bel-Ray Connector Trail project, herein attached and incorporated as **Attachment 1**, is hereby approved for purposes described above.

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

SECTION 3. This resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this 8th day of January, 2019.

Mayor Pro Tem Lorrie Peek

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 8, 2019

DIVISION: Public Works/Parks & Recreation

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

ISSUE/RECOMMENDATION:

An On-Call Appraisal and Acquisition Professional Services Agreement with Moser & Associates, Inc., DBA Right-of-Way Associates (Right-of-Way Associates) was approved by the City Council by Ordinance No. 2011-3724 on June 14, 2011, and extended through June 14, 2016. A one-year extension of this agreement with no increase in billing rates from the 2016 agreement is presented for consideration of approval by the City Council as an agenda item on the January 8, 2019 Council meeting prior to consideration of this Task Agreement.

Task Agreement 2019-1 includes estimated costs from Right-of-Way Associates for appraisals, review appraisals, and land acquisition professional services for the Bel-Ray Connector Trail project in a not-to-exceed amount of \$22,650.00. The City will request property owners to consider land donations for right-of-way; however, additional costs are included in the Task Agreement as necessary as the project is federally funded and land acquisition services must follow the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving Task Agreement 2019-1 with Moser & Associates, Inc., DBA Right-of-Way Associates for land appraisal and acquisition professional services for the Bel-Ray Connector Trail project in a not-to-exceed amount of \$22,650.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Task Agreement 2019-1



**City of Belton – Public Works
Task Agreement**

Contract: On-Call Appraisal and Acquisition Professional Services Agreement

Ordinance or Resolution:	Task Agreement No: 2019-1	Funding Amount: \$22,650 Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
--------------------------	---------------------------	---

Project Title: Bel-Ray Connector Trail Appraisal and Acquisition Professional Services

Contractor/Consultant (including subs): Moser Associates DBA Right-of-Way Associates	Division and Staff Project Manager: Celia Duran/Nikia Freiberger
Project Management Manual reviewed:	Attachments (Gantt Chart, etc.):

PROJECT Scope (can be in the form of an attachment):

Appraisals \$9,500
Appraisal Reviews 4,750
Acquisitions 8,400
Total not to exceed \$22,650

Services to be used only as needed.

Staff Signatures		Partner Signatures	
Director of Public Works: Celia Duran	City Manager: Alexa Barton	Project Manager: JOHN W. MOSER	Company Principal (if different):
Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: <i>[Signature]</i> Date: 1/3/2019	Signature: _____ Date: _____

Project Type:	Design	<input type="checkbox"/>	Construction	<input type="checkbox"/>	Property Acquisition	<input checked="" type="checkbox"/>	Conceptual – Problem Solving	<input type="checkbox"/>	Surveying	<input type="checkbox"/>
Project Discipline(s):	Transportation	<input checked="" type="checkbox"/>	Planning	<input type="checkbox"/>	Water	<input type="checkbox"/>	Wastewater	<input type="checkbox"/>	Stormwater	<input type="checkbox"/>

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the ____ day of _____, 20____.

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

BEL-RAY CONNECTOR TRAIL

TASK AGREEMENT NO. 2019-1

Project Appraisal and Acquisition Scope of Services:

All appraisal and acquisition services will be performed in accord with the *Uniform Standards of Professional Appraisal Practice* and will conform to *MoDot Guidelines*.

Any parcel requiring appraisal and acquisitions for non-donated tracts will comply with enacted *Chapter 523, Condemnation Proceedings, of the Missouri Revised Statutes*. This act requires a 30-day window for property owners to provide an alternative routing and specific considerations prior to any eminent domain proceedings (if necessary), and a minimum 30-day negotiating period, including providing a copy of the appraisal to the property owner.

Appraisal Services -

Appraisals will be performed according to the following scope:

1. Invite each owner to accompany the appraiser during the property inspection.
2. For each parcel, identification of the economic unit, or larger parcel to be appraised, based upon the unities of use, contiguity and ownership.
3. Identify available utility and development infrastructure.
4. Review the existing zoning, and master planned zoning, from the appropriate governmental authority. Estimate the Highest and Best use of the property.
5. Research county records and other available sources for comparable sales data.
6. Estimate land values based upon comparable data.
7. Analyze and estimate value impacts due to takings and site improvement losses (structures and other improvements).
8. Analyze any building setback impacts due to the acquisitions.
9. Preparation of valuation which delineates monetary impacts.

Review Appraisal Services -

Appraisal reviews will be performed for acquisitions that have compensation of \$10,000 or more, as there is State and Federal funding for this project. The reviews will ensure compliance with regulatory procedures and will be presented in a written format.

Acquisition Services -

An average of five property contacts may be made during the acquisition project, outlined as follows:

Contact 1. Contact each owner by telephone to schedule a time to meet with them, at their convenience.

Contact 2. Travel to the property owner's residence, place of business or another location of their choice (within the Kansas City Metropolitan area. Otherwise, contacts will be by telephone and mail). Review the plans for the project with them, answer any questions they may have, receive technical engineering questions, provide the owner the appraisal and make the offer to them for the acquisition(s) for the project. If the owner chooses to make a counteroffer, transmit this information to

the Client/Project Engineer for their decision. If the owner is agreeable, the transaction would be completed in this first visit. Normally, additional contacts are required.

Contact 3. Contact each owner, and if they desire, meet with them again. Provide answers to technical engineering questions from information provided by the Client/Project Engineer. Answer any additional questions regarding the appraisal/acquisition process or seek additional engineering counsel. At that point, we will attempt to complete the transaction at the original offer or any approved counteroffer amount.

Contact 4. Following consultation with the Client/Project Engineer, write a final offer letter to the property owner in an attempt to acquire the needed rights of way/easements.

Contact 5. If the owner accepts the final offer, meet with them again to sign. If we are unable to satisfactorily complete the negotiation, transmit the file to the Client for legal action.

Additional Services:

Additional services are unanticipated expenses subsequent to the base services:

Appraisals/Acquisitions -

Any additional appraisals or acquisitions for properties beyond the specified scope is an additional service.

Appraisal Report Updates -

Any appraisal reports that require update due a change in market conditions attributed to delays in the project beyond our control is considered an additional service.

Meeting Attendance -

We will attend status and strategy meetings, if needed.

Condemnation Services -

We can provide evidence and testimony showing good faith offers have been made. If needed, we can prepare condemnation exhibits and provide expert testimony as to valuation conclusions.

Base Cost of Services:

Compensation will be made at the hourly rate and fee schedule described in the On-Call Professional Services Agreement and subsequent amendments, with the not-to-exceed amount for base services listed below. Compensation for any additional services will be made at the hourly rate and fee schedule.

The cost of service is dependent upon the number of properties requiring appraisal, review and acquisition. The not-to-exceed amount is \$22,650, based upon 7 tracts. The cost for 7 tracts will be prorated as needed. The total not-to-exceed costs are as follows:

<u>Function</u>	<u>\$</u>
Appraisals	9,500
Appraisal Reviews	4,750
Acquisitions	<u>8,400</u>
Total	\$22,650

Task Agreement No. 2019-1 - Page 3

Schedule:

The schedule for the project is predicated upon easement staking being completed and receipt of items required to complete the work.

We anticipate that it will take 45 days for appraisal/reviews and 60 days for acquisitions, for a total of 105 days.

SECTION IV

G

A RESOLUTION APPROVING THE RENEWAL OF SUPPLEMENTAL AGREEMENT NO. 1 TO SERVICE AGREEMENT FOR ON-CALL WATER, WASTEWATER, AND STORMWATER SERVICES BETWEEN THE CITY OF BELTON AND PYRAMID EXCAVATION AND CONSTRUCTION, INC. FOR A TERM OF ONE (1) YEAR WITH THE OPTION OF UP TO THREE (3) ADDITIONAL ONE (1) YEAR RENEWALS.

WHEREAS, on February 1, 2017 Ordinance No. 2017-4308 approved On-Call Water, Wastewater, and Stormwater Services Supplemental Agreement No. 1 between the City and Pyramid Excavation and Construction, Inc. (Pyramid) for a term of one (1) year with the option of up to four (4) additional one (1) year renewals by the City; and

WHEREAS, Staff contacted Pyramid to confirm their interest in renewing Supplemental Agreement No. 1. Upon receiving concurrence of Pyramid's interest to renew with insurance coverage and pay rates remaining the same, Staff completed a performance appraisal. Upon receiving a positive performance appraisal and verification that insurance coverage and pay rates remained unchanged, Staff is satisfied that Pyramid meets the requirements to extend On-Call Water, Wastewater, and Stormwater Services Supplemental Agreement No. 1; and

WHEREAS, City Council believes that it is in the best interest of the citizens of Belton to authorize and approve the renewal of the On-Call Water, Wastewater, and Stormwater Services Supplemental Agreement No. 1 with Pyramid for a term of one (1) year with the option of up to three (3) additional one (1) year renewals. The services provided by the aforementioned contract are essential for the maintenance of the City's water system.

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

SECTION 1. That the On-Call Water, Wastewater, and Stormwater Services Supplemental Agreement No. 1 with Pyramid Excavation and Construction, Inc. is hereby renewed for a term of one (1) year.

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

Duly read and passed this 8th day of January, 2019.

Mayor Pro Tem Lorrie Peek

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 8, 2019

DIVISION: Public Works

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

ISSUE/RECOMMENDATION:

Per Ordinance No. 2017-4308, On-Call Water, Wastewater, and Stormwater Services Supplemental Agreement No. 1 between the City and Pyramid Excavation and Construction, Inc. (Pyramid) was approved for a term of one (1) year with the option of up to four (4) additional one (1) year renewals. Staff contacted Pyramid to confirm their interest in renewing Supplemental Agreement No. 1. Upon receiving concurrence of Pyramid's interest to renew with insurance coverage and pay rates remaining the same, Staff completed a performance appraisal. Based on the results of the performance appraisal and verification that insurance coverage and pay rates remained unchanged, Staff recommends approving a resolution extending Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City and Pyramid for a term of one (1) year with the option of up to three (3) additional one (1) year renewals.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

A resolution approving the renewal of Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Pyramid Excavation and Construction, Inc. for a term of one (1) year with the option of up to three (3) additional one (1) year renewals.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Pyramid Request for Extension Letter

PYRAMID

EXCAVATION & CONSTRUCTION, INC.

11102 Hickman Mills Drive • Kansas City, Missouri 64134

Ph. (816)765-4464 • Fax (816)765-4467

December 19, 2018

City of Belton, Missouri
Belton City Hall
506 Main Street
Belton, Missouri 64012

To the City of Belton:

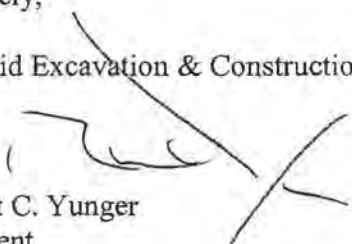
Pyramid Excavation & Construction, Inc. would like to extend the City of Belton On-Call Water, Waste Water and Storm Water Supplemental Agreement Number 1, as stated in the agreement. Our insurance coverage and pay rates remain the same.

If you have any questions or need any additional information, please do not hesitate to contact me.

Thank you,

Sincerely,

Pyramid Excavation & Construction Inc.


Robert C. Yunger
President

SECTION IV

H

R2019-05

A RESOLUTION APPROVING TASK AGREEMENT 2019-1 WITH PYRAMID EXCAVATION AND CONSTRUCTION, INC. FOR THE APPLE BLOSSOM COURT AND PARK AVENUE STORMWATER REPAIRS PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$82,921.15.

WHEREAS, City Staff investigated two complaints of sinkholes in residential backyards on Apple Blossom Court and Park Avenue. After inspecting the pipe, it was determined that the sinkholes were over stormwater pipe that has deteriorated (rusted and/or separated at the joints, etc.). The City solicited bids from three On-Call Water, Wastewater, and Stormwater Services contractors, and after evaluation of the bid prices, City Staff determined that Pyramid Excavation and Construction, Inc. had the lowest and most responsible bid; and

WHEREAS, City Staff recommends approval of Task Agreement No. 2019-1 with Pyramid Excavation and Construction, Inc. for the Apple Blossom Court and Park Avenue Stormwater Repairs Project in the not-to-exceed amount of \$82,921.15; and

WHEREAS, City Council believes it is in the best interest of the citizens of Belton to approve Task Agreement 2019-1 with Pyramid Excavation and Construction, Inc. in a not-to-exceed amount of \$82,921.15 for work performed for the Apple Blossom Court and Park Avenue Stormwater Repairs Project.

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

SECTION 1. That Task Agreement 2019-1 with Pyramid Excavation and Construction, Inc., herein attached and incorporated as **Exhibit A**, in the not-to-exceed amount of \$82,921.15 for the Apple Blossom Court and Park Avenue Stormwater Repairs 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. This resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this 8th day of January, 2019.

Mayor Pro Tem Lorrie Peek

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

STATE OF MISSOURI)

COUNTY OF CASS) SS.

CITY OF BELTON)

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 8, 2019

DIVISION: Public Works/Transportation

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:

City staff recently investigated two complaints of sinkholes in residential backyards on Apple Blossom Court and Park Avenue. After inspecting the pipe, it was determined that the sinkholes were over stormwater pipe that has deteriorated (rusted and/or separated at the joints, etc). Fencing was placed around the sinkholes, and the City solicited bids from three On-Call Water, Wastewater, and Stormwater Services contractors. Two contractors submitted bids: Wiedenmann, Inc. at \$97,058.00 and Pyramid Excavation and Construction, Inc. (Pyramid) at \$82,921.15. Precision Construction and Contracting, LLC declined the opportunity to bid. After evaluation of the bid prices, City Staff determined that Pyramid had the lowest and most responsible bid.

The scope of work at Apple Blossom Court includes removal and replacement of approximately 224 feet of 48-inch Corrugated Metal Pipe (CMP) with High Density Polyethylene (HDPE) pipe and junction box, removal and replacement of fencing, bracing a shed, and site restoration. The scope of work at Park Avenue includes removal and replacement of 50 feet of 36-inch reinforced concrete pipe, removal and replacement of fence, installation of rip-rap and erosion mat, and site restoration.

Staff recommends approval of Task Agreement No. 2019-1 with Pyramid for the Apple Blossom Court and Park Avenue Stormwater Repairs Project in the amount of \$82,921.15. Construction work is scheduled to begin in January 2019.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Pyramid Excavation and Construction, Inc.
Amount of Request/Contract:	\$ 82,921.15
Amount Budgeted:	\$ 83,000.00
Funding Source:	225-400-4017
Additional Funds	\$ n/a
Funding Source:	\$ n/a

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution for Task Agreement No. 2019-1 with Pyramid Excavation and Construction, Inc. for the Apple Blossom Court and Park Avenue Stormwater Repairs Project in the not-to-exceed amount of \$82,921.15.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Exhibit A - Task Agreement 2019-1 and Scope of Work
Bid Comparison

Attachment 1



PUBLIC WORKS City of Belton – Public Works Task Agreement

Contract: On-Call Wastewater, Water, and Stormwater Services Contract

Ordinance or Resolution:	Task Agreement No: 2019-1	Funding Amount: \$82,921.15 Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
--------------------------	------------------------------	--

Project Title: Apple Blossom and Park Ave. Stormwater Repairs Project

Contractor/Consultant (including subs):
Pyramid Excavation & Construction, Inc.

Division and Staff Project Manager:
Celia Duran

Project Management Manual reviewed: yes

Attachments (Gantt Chart, etc.): N/A

PROJECT Scope (can be in the form of an attachment):

See attached scope of work.

TENTATIVE START DATE OF 2/4/2019

Staff Signatures		Partner Signatures	
Director of Public Works: Celia Duran	City Manager: Alexa Barton	Project Manager:	Company Principal (if different): R. YUNGER
Signature: _____	Signature: _____	Signature: _____	Signature: _____
Date: _____	Date: _____	Date: _____	Date: 1/2/2019

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

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the ____ day of _____, 20__.

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



PYRAMID

EXCAVATION & CONSTRUCTION, INC.

BID FOR 601 PARK AVE STORM WATER PIPE REPAIRS

601 Park Avenue Storm water Pipe Repairs – Scope of Work for Bid

- Remove and replace approximately 50' of 36" RCP with end section.
- Install approximately 35 SY of MODOT Type 4 rip-rap.
- Install approximately 150 SY of erosion mat and plantings.
- Remove 5 trees located within the stream corridor.
- Removal and replace approximately 60 LF of fence.
- Sod all excavated areas due to repairs made and restore site to existing conditions. Before restoration is completed, erosion control measures shall be provided and maintained.
- Ensure all materials are removed and disposed of from the project site.
- Any damage to the curbs, sidewalk, or street shall be the responsibility of the Contractor.

- Ensure the work conforms to the City of Belton Design and Construction Manual.
- Provide a start to completion schedule for this scope of work.
- 50' of right-of-way is available to perform work.

Note: Playground equipment to be relocated by property owner.

Please submit bid no later than **Wednesday, December 12, at 10:00 AM.**

601 Park Avenue Opinion of Cost				
<i>Item Description</i>	<i>Quantity</i>	<i>Qty. Units</i>	<i>Unit Cost</i>	<i>Total Cost</i>
Mobilization	1	LS	\$4,636.80	4,636.80
36" RCP	50	LF	\$125.64	6,282.00
Rip-rap MODOT Type 4	35	SY	\$81.23	2,843.05
Sod	370	SY	\$6.90	2,553.00
Fence Removal & Replacement	60	LF	\$51.14	3,068.40
Tree Removal	5	EA	\$1,380.00	6,900.00
Force Account	1	LS		\$7,000
			TOTAL	\$33,283.25

- Install approximately 150 SY of erosion mat and plantings.

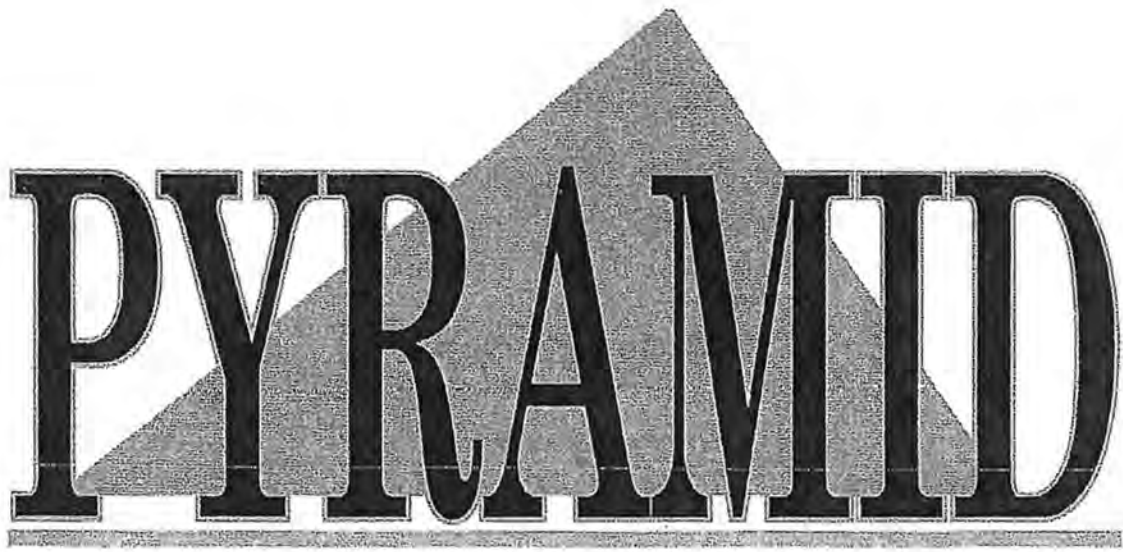
What kind of erosion mat and plants do you want?

Hank Cunningham

Pyramid Excavation & Construction Inc.

hank@pyramidexcavation.com

816 765 4464



EXCAVATION & CONSTRUCTION, INC.

BID FOR 126/128 APPLE BLOSSOM COURT STORMWATER REPAIRS

126/128 Apple Blossom Court Stormwater Pipe Repairs – Scope of Work for Bid

- Remove and replace approximately 224' of 48" HDPE.
- Remove and replace 6'X6' junction box.
- Remove and replace approximately 100' of fencing.
- Brace shed.
- Sod all excavated areas due to repairs made and restore site to existing conditions. Before restoration is completed, erosion control measures shall be provided and maintained.
- Ensure all materials are removed and disposed of from the project site.
- Any damage to the curbs, sidewalk, or street shall be the responsibility of the Contractor.
- Ensure the work conforms to the City of Belton Design and Construction Manual.
- Provide a start to completion schedule for this scope of work.
- 10' easement is available to perform work, as well as temporary right of access granted by property owners.

- The contractor shall access the project through the 126 Apple Blossom Ct. property.

Note: While/when you visit the site, ensure you notice the utility pedestals you will be digging under to install new pipe.

Please submit bid no later than **Wednesday, December 12, at 10:00 AM.**

Apple Blossom Opinion of Cost				
<i>Item Description</i>	<i>Quantity</i>	<i>Qty. Units</i>	<i>Unit Cost</i>	<i>Total Cost</i>
Mobilization	1	LS	\$4,737.43	4,737.43
48" HDPE	224	LF	\$95.92	21,486.08
6'X6' I.D. JUNCTION BOX	1	EA	\$4,000.00	4,000.00
Sod	600	SY	\$6.90	4,140.00
Fence Removal & Replacement	100	LF	\$46.78	4,678.00
Shed Bracing	1	EA	\$596.39	596.39
Force Account	1	LS		\$10,000
			TOTAL	\$49,637.90

Thanks, Hank

Hank Cunningham

Pyramid Excavation & Construction Inc.

hank@pyramidexcavation.com

816 765 4464

BID COMPARISON

Apple Blossom Opinion of Cost				
<i>Item Description</i>	<i>Quantity</i>	<i>Qty. Units</i>	<i>Pyramid</i>	<i>Wiedemann</i>
Mobilization	1	LS	\$4,737.43	\$1,000.00
48" HDPE	224	LF	\$21,486.08	\$38,528.00
6'X6' I.D. JUNCTION BOX	1	EA	\$4,000.00	\$8,600.00
Sod	600	SY	\$4,140.00	\$6,600.00
Fence Removal & Replacement	100	LF	\$4,678.00	\$2,100.00
Shed Bracing	1	EA	\$596.39	\$2,000.00
Force Account	1	LS	\$10,000.00	\$10,000.00
		TOTAL	\$49,637.90	\$68,828.00

601 Park Avenue Opinion of Cost				
<i>Item Description</i>	<i>Quantity</i>	<i>Qty. Units</i>	<i>Pyramid</i>	<i>Wiedemann</i>
Mobilization	1	LS	\$4,636.80	\$1,750.00
36" RCP	50	LF	\$6,282.00	\$8,750.00
Rip-rap MODOT Type 4	35	SY	\$2,843.05	\$4,095.00
Sod	370	SY	\$2,553.00	\$4,070.00
Fence Removal & Replacement	60	LF	\$3,068.40	\$1,440.00
Tree Removal	5	EA	\$6,900.00	\$1,125.00
Force Account	1	LS	\$7,000.00	\$7,000.00
		TOTAL	\$33,283.25	\$28,230.00

TOTAL OF BOTH BIDS \$82,921.15 \$97,058.00

SECTION IV

I

R2019-06

A RESOLUTION APPROVING THE EXTENSION OF THE FARM LEASE AGREEMENT WITH DWAYNE PERKINS, A PRIVATE CONTRACTOR, TO BALE HAY ON FARMABLE LAND ON THE WASTEWATER TREATMENT FACILITY'S PROPERTY FOR A TERM OF ONE (1) YEAR THROUGH DECEMBER 31, 2019.

WHEREAS, on January 14, 2014, a Farm Lease Agreement was approved per Ordinance 2014-3966 to allow Dwayne Perkins, a private contractor, to bale hay on farmable land on the Wastewater Treatment Facility's property. The term of the lease was for a five-year period commencing on January 1, 2014 and expiring on December 31, 2018; and

WHEREAS, upon written agreement of the parties (City and Dwayne Perkins), the term for the Farm Lease Agreement can be extended for one additional year through December 31, 2019. Mr. Perkins submitted a letter requesting the additional one-year extension through December 31, 2019. Staff agrees with Mr. Perkins' request to extend the agreement one additional year; and

WHEREAS, City Council believes that it is in the best interest of the citizens of Belton to authorize and approve the extension of the Farm Lease Agreement with Dwayne, Perkins, a private contractor, to bale hay on farmable land on the Wastewater Treatment Facility's property for one additional year through December 31, 2019. Per this renewal agreement, \$730.40 will be generated for the wastewater fund.

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

SECTION 1. That the Farm Lease Agreement with Dwayne Perkins, a private contractor, to bale hay on farmable land on the Wastewater Treatment Facility's property is hereby renewed for a term of one (1) year through December 31, 2019.

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

Duly read and passed this 8th day of January, 2019.

Mayor Pro Tem Lorrie Peek

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 8, 2019

DIVISION: Water Services

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:

On January 14, 2014, a Farm Lease Agreement was approved per Ordinance No. 2014-3966 allowing Dwayne Perkins, a private contractor, to bale hay on farmable land on the Wastewater Treatment Facility's property. The term of the lease was for a five-year period commencing on January 1, 2014 and expiring on December 31, 2018. Upon written agreement between the parties (City and Dwayne Perkins), the term can be extended for one additional year through December 31, 2019. Mr. Perkins submitted a letter requesting the additional one-year extension through December 31, 2019. The farmable acreage is 36.52 acres. Per this renewal agreement, \$730.40 revenue will be generated. Staff agrees with Mr. Perkins' request to extend the agreement one additional year.

PROPOSED CITY COUNCIL MOTION:

Approve a resolution approving the extension of the Farm Lease Agreement with Dwayne Perkins, a private contractor, to bale hay on farmable land on the Wastewater Treatment Facility's property for a term of one (1) year through December 31, 2019.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Dwayne Perkins
Amount of Request/Contract:	\$ 730.40 revenue for Wastewater Fund
Amount Budgeted:	\$ 0
Funding Source:	N/A
Additional Funds:	\$ 0
Funding Source:	N/A
Encumbered:	\$ 0
Funds Remaining:	\$ 0

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution
Perkins Letter to Request Extension

Dwayne Perkins
21903 S. Prospect
Cleveland, MO
64734

Dear City of Belton,

I would like to pursue the one year extension to the farm Lease Agreement under Section C Term of Lease. I am asking that the council grant this request.

The Farm Lease ordinance No is 2014-3966

Thank you for your time.

Sincerely,



Dwayne Perkins

SECTION VI

A

BILL NO. 2019-01

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE TAXABLE INDUSTRIAL REVENUE BONDS (NP SOUTHVIEW INDUSTRIAL BUILDING 1, LLC PROJECT), SERIES 2019 RELATED TO AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS.

WHEREAS, the City of Belton, Missouri, a constitutional charter city and political subdivision of the State of Missouri (the "City"), is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (RSMo) (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in Section 100.010 RSMo) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, Section 100.050 RSMo requires the City to prepare a plan in connection with any industrial development project undertaken pursuant to the Act; and

WHEREAS, a Plan for an Industrial Development Project and Cost-Benefit Analysis (the "Plan") was prepared and distributed to the taxing jurisdictions along with notice of a public hearing to be held by the City on June 12, 2018; and

WHEREAS, on June 12, 2018 the public hearing on the Plan was held by the City and public comment was taken and then the City Council adopted Ordinance No. 2018-44 approving the Plan; and

WHEREAS, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City issue its Taxable Industrial Revenue Bonds (NP Southview Industrial Building 1, LLC Project), Series 2019, in an aggregate principal amount not to exceed \$26,200,000 (the "Bonds"), for the purpose of (a) acquiring certain land in the City (the "Project Site"), (b) leasing the Project Site and Project Improvements (as hereinafter defined) to NP Southview Industrial Building 1, LLC, a Delaware limited liability company (the "Tenant") for the construction of an approximately 454,000 square foot industrial distribution warehouse and commercial facility thereon, including the purchase and installation of equipment and fixtures relating thereto (collectively, the "Project Improvements," with the Project Site and the Project Improvements being the "Project"), and (c) paying a portion of the costs of issuing the Bonds; and

WHEREAS, simultaneously with the issuance of the Bonds, the City will lease the Project to the Tenant; and

WHEREAS, the City Council further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds that the City enter into certain documents and that the City take certain other actions and approve the execution of certain other documents as herein provided.

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

SECTION 1 - AUTHORIZATION OF THE BONDS. The City is hereby authorized to issue and sell the Bonds as described in the recitals hereto for the purpose of providing funds to pay the costs of the Project and to pay a portion of the costs of issuing the Bonds. The Bonds shall be issued and secured

pursuant to the Indenture and shall have such terms, provisions, covenants and agreements as are set forth therein.

SECTION 2 - LIMITATION ON LIABILITY. The Bonds and the interest thereon shall be limited and special revenue obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease Agreement and not from any other fund or source of the City. Such payments, revenues and receipts shall be pledged and assigned to the bond trustee named therein (the "Trustee") as security for the payment of the Bonds as provided in the Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City or the State of Missouri (the "State"), and neither the City nor the State shall be liable thereon. The Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

SECTION 3 - AUTHORIZATION OF DOCUMENTS. The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the forms presented to and approved by the City Council and attached to this Ordinance, with such changes therein as are approved by the officials of the City executing the documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture (the "Indenture"), between the City and the Trustee, pursuant to which (1) the Bonds will be issued and (2) the City will pledge the Project and assign certain of the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Indenture.

(b) Lease Agreement (the "Lease Agreement"), between the City and the Tenant, under which the City will lease the Project to the Tenant, pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by Tenant that will be sufficient to pay the principal of, premium, if any, and interest on the Bonds, including a Memorandum of Lease Agreement providing notice of the Lease Agreement.

(c) Bond Purchase Agreement between the City and the Tenant, as the purchaser of the Bonds.

(d) Deed of Trust granted by the City for the benefit of the Trustee to secure payment of the Bonds and other obligations related to the Bonds and the Project.

SECTION 4 - EXECUTION OF DOCUMENTS. The Mayor is hereby authorized to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor is hereby authorized to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 5 - FURTHER AUTHORITY. The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents. The Mayor is hereby authorized, throughout the term of the City Documents, to execute all

documents on behalf of the City (including documents pertaining to the transfer of property) as may be required to carry out and comply with the intent of this Ordinance and the City Documents.

SECTION 6 - CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7 - EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME: January 8, 2019

READ FOR THE SECOND TIME AND PASSED:

Mayor Pro-Tem Lorrie Peek

APPROVED THIS ____ DAY OF JANUARY, 2019.

Mayor Pro-Tem Lorrie Peek

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

Approved as to form:

E. Sid Douglas III, Special Legal Counsel

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of January, 2019, and thereafter adopted as Ordinance No. 2019-_____ of the City of Belton, Missouri, at a meeting of the City Council held on the _____ day of January, 2019, after the second reading thereof by the following vote, to wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

This document is available in the City Clerk's Office

**CITY OF BELTON, MISSOURI,
As Lessor,**

AND

**NP SOUTHVIEW INDUSTRIAL BUILDING 1, LLC,
As Lessee**

LEASE AGREEMENT

Dated as of January 1, 2019

Relating to:

**\$26,200,000
(Aggregate Maximum Principal Amount)
City of Belton, Missouri
Taxable Industrial Revenue Bonds
(NP Southview Industrial Building 1, LLC Project)
Series 2019**

The interest of the City of Belton, Missouri (the "Issuer"), in this Lease Agreement has been pledged and assigned to BOKF, N.A., as Trustee under the Trust Indenture dated as of January 1, 2019, between the Issuer and the Trustee.

SECTION VII

A

R2019-07

A RESOLUTION APPROVING THE ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. TO PROVIDE AUTOMATED PAVEMENT COLLECTION SERVICES FOR APPROXIMATELY 265 LANE MILES OF STREETS THROUGHOUT THE CITY.

WHEREAS, the FY2019 budget approved under Ordinance 2018-4415 on March 20, 2018, provides funds to secure a company that will provide automated pavement collection services for approximately 265 lane miles of streets throughout the City. Currently the data is collected by visual observation, and the City seeks to improve the objectivity of rating the City's street inventory; and

WHEREAS, a Request for Qualifications for Automated Data Collection for Streets was advertised and qualification packets were received from three interested companies. Qualification packets were reviewed and scored. Staff recommends approval of an On-Call Professional Services Agreement with Stantec Consulting Services, Inc. for the Automated Data Collection Services Project; and

WHEREAS, the Council believes that approving the On-Call Professional Services Agreement with Stantec Consulting Services, Inc. for the Automated Data Collection Services project is beneficial to the City of Belton, Missouri to provide automated pavement collection services including street condition ratings and a prioritized list of streets with maintenance plans based on funding scenarios.

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

Section 1. That this resolution approving the On-Call Professional Services Agreement with Stantec Consulting Services, Inc. for the Automated Data Collection Services Project, herein attached and incorporated as **Attachment A**, is hereby approved.

Section 2. That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this 8th day of January, 2019.

Mayor Pro Tem Lorrie Peek

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 8, 2019

DIVISION: Public Works/Transportation

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

The City of Belton currently has approximately 265 lane miles of streets throughout the City. There are a number of these streets that are deteriorating and are in need of maintenance. In order to develop a maintenance plan and related costs, uniform, data-driven Pavement Condition Indexes (PCI) are needed for each street. Currently, there are PCIs assigned for each street segment; however, this data is old and was calculated based on visual observation from a number of different operations staff.

City staff recommends retaining a third party using automated data collection technology to inspect each road and the type and extent of deterioration based on ASTM D6433 in order to improve the objectivity of rating the City's street inventory. Typically this data is collected using equipment and a vehicle specifically developed to accurately and efficiently collect pavement condition data. This mobile equipment can simultaneously collect pavement profile, rutting, surface distress, macro-texture, roadway geometrics, pavement and right-of-way imagery, and infrastructure asset for maintenance. This data is then used to determine PCIs for each street segment, develop a prioritized list with maintenance plans for each type and condition of roadway, and an annual plan based on various funding scenarios.

A Request for Qualifications (RFQ) for Automated Data Collection for Streets was advertised and qualification packets were subsequently received from three interested companies. Staff recommends approval of an On-Call Professional Services Agreement with Stantec Consulting Services, Inc. for the Automated Data Collection for Streets Project. This agreement will be for a three-year period with the option to renew up to two additional one-year periods.

IMPACT/ANALYSIS:

n/a

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving the On-Call Professional Services Agreement with Stantec Consulting Services, Inc. to provide automated pavement collection services for approximately 265 lane miles of streets throughout the City.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

On-Call Professional Services Agreement



CITY OF BELTON
PUBLIC WORKS DEPARTMENT
506 Main Street
Belton, MO 64012
(816) 322-1885
FAX (816) 322-5031

ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter City ("City"), and Stantec Consulting Services Inc., a New York corporation, authorized to conduct business in Missouri and located at 1000 Young Street Suite 470, Tonawanda NY 14150-4100 ("Professional"; City and Professional each a "Party", and collectively the "Parties").

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Agreement, City and Professional agree as follows:

PART I – SPECIAL TERMS AND CONDITIONS

Sec. 1.01 On-Call Professional Services.

The consulting services to be provided under this Agreement will be provided on an On-Call basis in the following categories of work:

Professional shall perform services to gather pavement condition data to provide a tool for use by the City in decision making regarding the street preservation and maintenance program management allowing for the effective use of available dollars. To serve this end, the system shall provide an easily accessible, user-friendly inventory and prioritized maintenance plan for the City's roads and management information for the administration of the road facilities.

Professional Services provider (Professional) shall be prepared to provide the services in a timely and comprehensive manner.

The City reserves the right to utilize any combination of Professionals on a cooperative/collaborative basis as needed to complete services for particular assignments.

Sec. 1.02 Tasks and Responsibilities to be Performed by Professional.

- A. Task Agreements shall be used to describe the parties' mutual agreement on the Scope of Services, schedule, compensation, and other particulars as stated therein. Task Agreements shall be in the general form shown in Attachment 1, attached hereto. Task Agreements are binding only after acceptance and execution by duly authorized representative of both parties. Each Task Agreement shall govern the parties' rights and obligations with respect to each assignment. Each Task Agreement shall be deemed a supplement to this Agreement and as such all terms and conditions of the Task Agreement shall be incorporated into this Agreement.

- B. Each Task Agreement shall be executed by duly authorized representatives of both parties following the appropriate approval process up to and including City Council approval and according to the most current policy as stated in the City of Belton's Code of Ordinances.
- C. City shall have the right to inspect and review the work being done and to consult with Professional at any reasonable time. Conferences will be held at the request of City or Professional.
- D. If it is determined to be in the best interest of the work, Professional shall replace the Project Manager or any other employee of the Professional, subcontractors, suppliers, or other persons or organizations performing or furnishing any of the work on an assignment upon written request by the Owner.
- E. The City's Standard Terms and Conditions as set forth in Part II herein shall be furnished to the Professional prior to signing this Agreement. If the Standard Terms and Conditions are modified, City will notify the Professional.
- F. Professional shall notify the City if Professional encounters or learns of any unforeseen change in condition or constituents of concern related to the project or site of a Task Agreement.

Sec. 1.03 Tasks and Responsibilities to be Performed by City.

City shall:

- A. Pay Professional pursuant to provisions in Section 1.05 Compensation and Reimbursables.
- B. Make available to Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Professional in the completion of the work under this Agreement.
- C. Designate in writing a person to act as City Representative with respect to the work to be performed under this Agreement or their designee pursuant to the terms of a Task Agreement; with such person having complete authority to transmit instructions; receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements; and systems pertinent to the work covered by this Agreement and a related Task Agreement, and the responsibility to be available to inspect and review the work and to consult with Professional at any reasonable time.
- D. Provide standard City forms as required.
- E. Provide access to the City's Geographical Information System (GIS) data for the length of this Agreement.

Sec. 1.04 Term of Agreement.

Unless sooner terminated as provided herein and subject to an annual Professional Services Performance Appraisal, this Agreement shall remain in force for a period of three (3) years. Performance Appraisals of the Professional shall be completed on an annual basis concurrently with negotiations of the Schedule of Rates and Expenses. The Performance Appraisal form is attached hereto as **Attachment 2**. The Director of Public Works is authorized to extend the Agreement for two (2) subsequent one-year periods. The total term of the Agreement shall not exceed five (5) years.

Sec. 1.05 Compensation and Reimbursables.

A. The maximum amount that City shall pay the Professional under this Agreement shall be in accordance with the terms of each Task Agreement. Compensation shall be based upon hourly estimates of time needed to complete the Scope of Services in the Task Agreement using the Schedule of Hourly Rates attached hereto in **Attachment 3**:

- a. A schedule of expenses and service classifications for each expense of the Professional, including the approved subcontractors of the Professional, is included as a part of **Attachment 3**. Professional and the Professional's approved subcontractors may negotiate to revise their Schedules of Rates and Expenses annually. The Professional will submit the revised Schedule of Rates and Expenses to the City one month prior to the effective date of the following calendar year that this Agreement is in effect. Subject to the approval of the Director of Public Works, and in his or her sole discretion, the revised Schedule of Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any subsequent Task Agreement on the effective date of the next calendar year. The approval of a revised Schedule of Rates and Expenses shall not affect the rates and expenses of any then current Task Agreements. In the event the revised Schedule of Rates and Expenses is not approved, Professional and City shall enter into negotiations to finalize the new Schedule. The then current Schedule shall continue and be applicable to subsequent Task Agreements during negotiations.
- b. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement to include only the following in an amount of actual costs. The following are the reimbursable expenses that City has approved:
 - i. Printing, Plotting, Copying, Mailings (actual costs)
 - ii. Newspaper Advertising (actual costs)
 - iii. Mileage (current IRS rate per mile)
 - iv. Geotechnical Services (actual costs)
 - v. Rental of Special Equipment
- c. City is not liable for any obligation incurred by the Professional except as approved under the provisions of this Agreement.
- d. Project-related federal, state, and local permit costs will be paid for directly by the City.

B. Method of Payment.

- a. Professional shall invoice City monthly setting forth the total effort expended and all actual reasonable expenses incurred and allowed under this Agreement attributable to each Task Agreement. In addition, a cover letter with a brief statement describing the work performed under each invoice shall accompany each invoice. City, upon approving the invoice(s), shall remit payment.
- C. Condition Precedent to Payment. No request for payment will be processed unless the request is in proper form, correctly computed, and approved as payable under the provisions of a Task Agreement pursuant to this Agreement. City is not liable for any obligation incurred by the Professional except as approved under the provisions of a Task Agreement pursuant to this Agreement.

Sec. 1.06 Notices.

All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, or commercial overnight courier to the following:

CITY:

Celia Duran, Director of Public Works, 520 Main Street, Belton, MO 64012

AND

Michael Christopher, Acting City Engineer, 520 Main Street, Belton, MO 64012

PROFESSIONAL:

Fred Stephenson B.Sc., Associate, Infrastructure Management & Pavement Engineering

All notices are effective on the date mailed, deposited with courier, or emailed.

Sec. 1.07 Merger.

This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; Part II, Standard Terms and Conditions; and any Task Agreements. This Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between City and the Professional with respect to this subject matter.

Sec. 1.08 Conflict Between Agreement Parts.

In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I, the Standard Terms and Conditions of Part II of this Agreement, and a Task Agreement(s), Part I will be controlling.

Sec. 1.09 Attachments to Agreement.

The following documents are Attachments to this Agreement and are attached hereto and incorporated herein by this reference:

- Attachment 1 – Generic Task Agreement
- Attachment 2 – Professional Services Performance Appraisal

- Attachment 3 – Schedule of Rates and Expenses
- Attachment 4 – Standard Certificate of Insurance Form
- Attachment 5 – Affidavit of Enrollment in Federal Work Authorization Program

Sec. 1.10 Subcontracting.

Professional is hereby authorized to subcontract on a limited basis subject to a City review and approval on a case-by-case basis of Professional's proposed subcontractor.

- A. This Agreement, in its entirety herein, shall be included with any agreement between the Professional and the subcontractor.
- B. Subcontractors are subject to the same insurance coverage limits and time frames as the Professional.

PART II – STANDARD TERMS AND CONDITIONS

Sec. 2.01 General Indemnification.

Professional shall indemnify and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees arising out of or resulting from any acts or omissions in connection with this Agreement caused in whole or in part by Professional, its employees, agents, or subcontractors or caused by others for whom Professional is liable regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers, or employees. Nothing in this section shall apply to indemnification for professional negligence that is specified in a separate provision of this Agreement. Professional's obligations under this section with respect to indemnification for acts or omissions of City, its agencies, officials, officers, or employees shall be limited to the coverage and limits of General (not Professional) Liability insurance that Professional is required to procure and maintain under this Agreement.

Sec. 2.02 Indemnification for Professional Negligence.

Professional shall indemnify and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, to the extent arising from the negligent acts or omissions in connection with this Agreement caused by Professional, its employees, agents, subconsultants, or caused by others for whom Professional is liable in the performance of professional services under this Agreement. Professional is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 2.03 Insurance.

A. Professional shall procure and maintain in effect throughout the duration of this Agreement and for a period of two (2) years thereafter insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

- a. Commercial General Liability Insurance with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - i. Severability of Interests Coverage applying to Additional Insureds
 - ii. Contractual Liability
 - iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000
 - iv. No Contractual Liability Limitation Endorsement

v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

b. Workers' Compensation Insurance as required by statute including Employers Liability with limits of:

Workers Compensation Statutory
Employers Liability
\$100,000 accident with limits of:
\$500,000 disease-policy limit
\$100,000 disease-each employee

c. Commercial Automobile Liability Insurance with a limit of \$2,500,000 per occurrence covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form or an acceptable equivalent and will protect against claims arising out of the operation of motor vehicles as to acts done in connection with the Agreement by Professional.

d. Professional Liability Insurance with limits Per Claim/Annual Aggregate according to the following schedule:

Professional's Minimum	Fee Minimum Limits
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City; ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees while acting within the scope of their authority will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City form furnished in **Attachment 4** or its equivalent.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better and are licensed or approved by the State of Missouri to do business in Missouri.

D. Regardless of any approval by City, it is the responsibility of Professional to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Professional's failure to maintain the required insurance in effect, City may order Professional to immediately stop work, and upon ten (10) days'

notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

Sec. 2.04 Governing Law.

This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Sec. 2.05 Compliance with Laws.

Professional shall comply with all federal, state and local laws, ordinances, and regulations applicable to the work and this Agreement and in effect as of the date of services rendered.

Sec. 2.06 Termination.

- A. The obligation to provide further services under this Agreement may be terminated for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- B. The obligation to provide further services under this Agreement may be terminated for convenience; City may at any time upon ten (10) days' notice to Professional specifying the effective date of termination terminate this Agreement, in whole or in part, including any Task Agreement. If this Agreement or any specific Task Agreement is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.
 - a. If this Agreement or any specific Task Agreement is terminated prior to Professional's completion of services, all work or materials prepared or obtained by Professional pursuant to this Agreement shall become City's property. The Professional shall be held harmless for any reuse or modification of its documents by the City
 - b. If this Agreement or any specific Task Agreement is terminated prior to Professional's completion of the services to be performed hereunder, Professional shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement or any specific Task Agreement. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 2.07 Dispute Resolution.

- A. City and Professional agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of the Mediation Provision or other provisions of this Agreement or exercising their rights at law.
- B. If the Parties fail to resolve a dispute through negotiation under Sec. 2.07A, then either or both may invoke in the procedures of the Mediation Provision. If the Mediation Provision is not included or if no dispute resolution method specified in the Mediation Provision, then the Parties may exercise their rights at law.
- C. **Mediation Provision:** City and Professional agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by the Mediator. City and Professional agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis and shall be completed with 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the Parties may mutually agree to a dispute resolution of their choice or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Sec. 2.08 Default and Remedies.

If Professional shall be in default or breach of any provision of this Agreement or any specific Task Agreement, City may terminate this Agreement and/or the specific Task Agreement or invoke any other legal or equitable remedy after giving Professional notice and opportunity to correct such default or breach.

Sec. 2.09 Waiver.

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

Sec. 2.10 Acceptance.

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

Sec. 2.11 Modification.

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified, or amended except in writing signed by City.

Sec. 2.12 Headings; Construction of Agreement.

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 2.13 Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s) or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 2.14 Audit.

- A. The City Auditor, the City's Finance Director, and the City department administering this Agreement shall have the right to audit this Agreement and all books, documents, and records relating thereto.
- B. Professional shall maintain all its books, documents, and records relating to this Agreement during the Agreement period and for three (3) years after the date of final payment.
- C. The books, documents, and records of Professional in connection with this Agreement shall be made available to the City Auditor, the City's Finance Director, and the City department administering this Agreement within ten (10) days after the written request is made.

Sec. 2.15 Tax Compliance.

If applicable, Professional shall provide proof of compliance with the City's tax ordinances as a precondition to the City making the first payment under this Agreement. If Professional performs work on an Agreement that is for a term longer than one year, the Professional also shall submit to the City proof of compliance with the City's tax ordinances as a condition precedent to the City making final payment under the Agreement.

Sec. 2.16 Federal Work Authorization Program Compliance.

As a condition to an award of a contract greater than \$5,000.00, Professional shall enroll in or be enrolled in a Federal Work Authorization Program. Professional shall deliver to the City an Affidavit of Enrollment in a Federal Work Authorization Program, Attachment 5, stating the Professional is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and Professional does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Sec. 2.17 Assignability or Subcontracting.

Neither party shall assign or transfer any part or all of its interest without the other party's prior approval. If Professional shall subcontract or transfer any part of Professional's obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

Sec. 2.18 Conflicts of Interest.

Professional certifies that no officer or employee of City has or will have a direct or indirect financial or personal interest in this Agreement and no officer or employee of City or member of such officer's or employee's immediate family either has negotiated or has or will have an arrangement concerning employment to perform services on behalf of Professional in this Agreement.

Sec. 2.19 Limitation of Liability.

- A. The total amount of all claims City may have against Professional under any specific Task Agreement or arising from the performance or non-performance of the services called for by a specific Task Agreement under any theory of law, including but not limited to claims for negligence, negligent misrepresentation, and breach of contract, shall be strictly limited to \$250,000. As City's sole and exclusive remedy under this Agreement or any Task Agreement, any claim, demand, or suit shall be directed and/or asserted only against Professional and not against any of Professional's employees, officers, or directors.
- B. Neither City nor Professional shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected to this Agreement or the performance of the services under any specific Task Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND STANTEC CONSULTING SERVICES INC.

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Professional.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last written below.

Executed by Professional this 21st day of December, 2018.

Executed by City this _____ day of _____, 20____.

BELTON, MISSOURI

Address and facsimile number of City

Department:

Public Works Department

City Hall Annex

520 Main Street

Belton, MO 64012

PROFESSIONAL

Name, address and facsimile number of

Professional:

Stantec Consulting Services Inc.

1000 Young Street, Suite 470,

Tonawanda NY 14150-4100

Fax: 519-579-6733

By: _____

Printed Name: Jeff Davis

Title: Mayor

Attested By: _____

Printed Name: Andrea Cunningham

Title: City Clerk

(Affix City Seal)

Approved as to form:

By: 

Printed Name: Rich Korczak, MASc

Title: Senior Associate, Managing Leader
Infrastructure Management
& Pavement Engineering

Attested By: 

Printed Name: Fred Stephenson, B.Sc.

Title: Associate

Infrastructure Management

& Pavement Engineering

(Affix Corporate Seal, if applicable)

Padraic Corcoran, Acting City Attorney, City of Belton, Missouri (date)

Attachment 1



City of Belton – Public Works Task Agreement

Contract:									
Ordinance or Resolution:	Task Agreement No:				Funding Amount: Date of Schedule of Hourly Rates and Expenses: Purchase Order No:				
Project Title:									
Contractor/Consultant (including subs):					Division and Staff Project Manager:				
Project Management Manual reviewed:					Attachments (Gantt Chart, etc.):				
PROJECT Scope (can be in the form of an attachment):									
Staff Signatures					Partner Signatures				
Director of Public Works: Celia Duran		City Manager: Alexa Barton			Project Manager:			Company Principal (if different):	
Signature: _____ Date: _____		Signature: _____ Date: _____			Signature: _____ Date: _____			Signature: _____ Date: _____	
Project Type:	Design		Construction		Property Acquisition		Conceptual – Problem Solving		Surveying
Project Discipline(s):	Transportation		Planning		Water		Wastewater		Stormwater
Report(s) Received:									
Work on File:									
This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20____.									

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

Attachment 2

Professional Services Performance Appraisal

The following is a summary of scope or work related information, and a list of values and performance measures that the City believes important to the relationship between community, staff and the professional service providers. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Professional: _____ Date: _____

What type of activities was this provider responsible for? (circle all that apply)

Design	Construction	Property Acquisition	Conceptual – Problem Solving	Surveying
Transportation	Planning	Water	Wastewater	Stormwater

Was the work completed on schedule, according to scope and under budget?
If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

ATTACHMENT 3: UNIT RATES FOR ON-CALL PROFESSIONAL SERVICES

Task	Description	Quantity	Units	Unit Rate	Total
1.0	RT3000 Pavement Condition Index (PCI) Data Collection & Processing				
1.1	Field Survey Preparation	130	Survey Miles	\$20.00	\$2,600.00
1.2	RT3000 Mobilization and Demonstration	1	LS	\$2,500.00	\$2,500.00
1.3	RT3000 Street Survey (Distress/Roughness)	130	Survey Miles	\$108.00	\$14,040.00
1.4	RT3000 Data Processing	130	Survey Miles	\$35.00	\$4,550.00
1.5	RT3000 Data Formatting for Cartograph OMS	1	LS	\$2,500.00	\$2,500.00
1.6	Provision of Right-of-Way Images	130	Survey Miles	\$12.00	\$1,560.00
1.7	Curb & Gutter/Shoulder Condition Assessment	130	Survey Miles	\$25.00	\$3,250.00
2.0	Pavement Management Analysis and Reporting				
2.1	Database Development	1	LS	\$4,000.00	\$4,000.00
2.2	Rehabilitation Needs and Budget Scenarios Development	1	LS	\$5,000.00	\$5,000.00
2.3	Multi-Year Rehabilitation Program Development	1	LS	\$5,000.00	\$5,000.00
2.4	Pavement Management Analysis Report	1	LS	\$5,000.00	\$5,000.00
3.0	Ground Penetrating Radar (GPR) Survey and Analysis				
3.1	Equipment Mobilization	1	EA	\$2,500.00	\$2,500.00
3.2	Network Wide Ground Penetrating Radar(GPR) Testing & Analysis	130	Survey Miles	\$250.00	\$32,500.00
4.0	Falling Weight Deflectometer(FWD) Testing & Analysis				
4.1	Equipment Mobilization Falling Weight Deflectometer(FWD)	1	EA	\$2,500.00	\$2,500.00
4.2	Traffic Control for Falling Weight Deflectometer(FWD) Testing	1	Day	\$1,000.00	\$1,000.00
4.3	Falling Weight Deflectometer(FWD) Testing & Analysis (Minimum 400 Tests/Visit)				
	400 - 1000 Tests/Visit		Tests	\$25.00	
	1001 - 2000 Tests/Visit		Tests	\$22.50	
	>2000 Tests/Visit		Tests	\$20.00	
5.0	Additional Analysis and Reporting				
5.1	Additional Pavement Management System Database Updates	1	EA	\$2,500.00	\$2,500.00
5.2	Additional Pavement Management System Analyses	1	EA	\$2,500.00	\$2,500.00
5.3	Additional Pavement Management Analysis Report Updates	1	EA	\$5,000.00	\$5,000.00
6.0	Right-of Way Asset Inventory				
6.1	Signs/Supports	130	Test Miles	\$80.00	\$10,400.00
6.2	Pavement Markings & Striping	130	Test Miles	\$70.00	\$9,100.00
6.3	Sidewalks & Ramps	130	Test Miles	\$65.00	\$8,450.00
6.4	Street Lights	130	Test Miles	\$50.00	\$6,500.00
6.5	Curb and Gutter	130	Test Miles	\$45.00	\$5,850.00
6.6	Storm Water Inlets	130	Test Miles	\$30.00	\$3,900.00
6.7	Fire Hydrants	130	Test Miles	\$30.00	\$3,900.00
6.8	Guardrail	130	Test Miles	\$25.00	\$3,250.00
6.9	Signals/Flashers ¹	130	Test Miles	\$12.50	\$1,625.00
6.10	Bridges ¹	130	Test Miles	\$12.50	\$1,625.00
6.11	Trees	130	Test Miles	\$80.00	\$10,400.00
6.12	Water Valves	130	Test Miles	\$30.00	\$3,900.00
6.13	Manholes	130	Test Miles	\$30.00	\$3,900.00
6.14	ATA Bus Stops	130	Test Miles	\$25.00	\$3,250.00
6.15	Barrier/Retaining Walls	130	Test Miles	\$25.00	\$3,250.00
6.16	Bike Lanes ¹	130	Test Miles	\$12.50	\$1,625.00
6.17	Parking Meters ¹	130	Test Miles	\$12.50	\$1,625.00
NOTE¹ These assets must be done in conjunction with at least one other asset					
Discounts					
3-5 Assets - 5% of unit rates					
6-10 Assets - 10% of unit rates					
>10 Assets - 15% of unit rates					

Above Tasks are invoiced monthly on a percent complete basis or as specified in the contract



CERTIFICATE OF LIABILITY INSURANCE

5/1/2019

DATE (MM/DD/YYYY)
12/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1415077 STANTEC CONSULTING SERVICES, INC. 8211 SOUTH 48TH STREET PHOENIX AZ 85044 TONAWANDA, NY - 1745	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Zurich American Insurance Company	16535
	INSURER B: Travelers Property Casualty Co of America	25674
	INSURER C: American Guarantee and Liab. Ins. Co.	26247
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 15783765**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCUI COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	GLO0246173	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2018 5/1/2018 5/1/2018	5/1/2019 5/1/2019 5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000	N	N	AUC9184637	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2018 5/1/2018	5/1/2019 5/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CLIENT PROJECT ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR AUTOMATED DATA COLLECTION FOR STREETS THE CITY OF BELTON AND ITS AGENCIES, OFFICIALS, OFFICERS AND EMPLOYEES ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

15783765
CITY OF BELTON, MISSOURI
PUBLIC WORKS DEPARTMENT
520 MAIN STREET
BELTON MO 64012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2019

DATE (MM/DD/YYYY)

12/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:
	PHONE (A/C, No, Ext):
	FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Lloyds of London
	INSURER B: AIG Specialty Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 15783768 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N <input type="checkbox"/> N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	GLOPR1801673 NO RETROACTIVE DATE	10/1/2018 10/1/2019	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2017 10/1/2019	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CLIENT PROJECT CITY OF BELTON, MISSOURI - ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR AUTOMATED DATA COLLECTION FOR STREETS

CERTIFICATE HOLDER 15783768 CITY OF BELTON, MISSOURI PUBLIC WORKS DEPARTMENT 520 MAIN STREET BELTON MO 64012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Attachment 5
Affidavit of Enrollment in Federal Work Authorization Program

Comes now James R. Hofmann, Jr, PE (Name) as
Principal (Position Held) first being duly sworn, on my oath, affirm
Stantec Consulting Services Inc. (Company Name) is enrolled and will continue to participate in a
federal work authorization program in respect to employees that will work in connection with the
contracted services related to the On-Call Professional Services Agreement for the duration of the
Agreement, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that Stantec Consulting Services Inc. (Company Name) does not and will not
knowingly employ a person who is an unauthorized alien in connection with the contracted services
related to the On-Call Professional Services Agreement for the duration of the Agreement, if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that
false statements made in this filing are subject to the penalties provided under Section 575.040,
RSMo).***



James R. Hofmann, Jr, PE

Signature (Person with Authority)

Printed Name

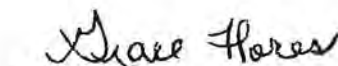
Principal

December 18, 2018

Title (Person with Authority)

Date

Subscribed and sworn to me before this 18th day of December, 2018. I am
commissioned, and affix my official seal, as a notary public within the County of Monroe,
State of New York, and my commission expires on November 13
2019.



12-18-18

Signature of Notary
(Affix Seal)

Date

GRACE FLORES
Notary Public-State of New York
No. 01FL6177260
Qualified in Monroe County
Commission Expires November 13, 2019

SECTION VII

B

R2019-08

A RESOLUTION APPROVING TASK AGREEMENT NO. 2019-1 WITH STANTEC CONSULTING SERVICES, INC. TO PROVIDE AUTOMATED PAVEMENT COLLECTION SERVICES FOR APPROXIMATELY 265 LANE MILES OF STREETS THROUGHOUT THE CITY IN THE AMOUNT OF \$85,000.

WHEREAS, the FY2019 budget approved under Ordinance 2018-4415 on March 20, 2018, provides funds to secure a company that will provide automated pavement collection services for approximately 265 lane miles of streets throughout the City. Currently the data is collected by visual observation, and the City seeks to improve the objectivity of rating the City's street inventory; and

WHEREAS, on January 8, 2019 under Resolution No. 2019-07, the City Council approved the On-Call Professional Services Agreement with Stantec Consulting Services, Inc. for the Automated Data Collection Services project; and

WHEREAS, the Council believes that approving Task Agreement No. 2019-1 with Stantec Consulting Services, Inc. in the amount of \$85,000 is beneficial to the City of Belton, Missouri to provide automated pavement collection services including street condition ratings and a prioritized list of streets with maintenance plans based on funding scenarios.

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

SECTION 1. That Task Agreement No. 2019-1 with Stantec Consulting Services, Inc. in the amount of \$85,000 to provide automated pavement collection services including street condition ratings and a prioritized list of streets with maintenance plans based on funding scenarios, herein attached and incorporated as **Attachment 1**, is hereby approved for purposes described above.

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

SECTION 3. This resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this 8th day of January, 2019.

Mayor Pro Tem Lorrie Peek

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON

CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 8, 2019

DIVISION: Public Works/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 City of Belton currently has approximately 265 lane miles of streets throughout the City. There are a number of these streets that are deteriorating and are in need of maintenance. In order to develop a maintenance plan and related costs, uniform, data-driven Pavement Condition Indexes (PCI) are needed for each street.

A Request for Qualifications (RFQ) for Automated Data Collection for Streets was advertised and qualification packets were subsequently received from three interested companies. Stantec Consulting Services, Inc. (Stantec) was selected by Staff based on qualifications to provide Automated Data Collection services for the City. An On-Call Professional Services Agreement with Stantec is presented for consideration of approval by the City Council as an agenda item on the January 8, 2019 Council meeting prior to consideration of this Task Agreement. Services include performing the street survey and curb and gutter condition assessment, ground penetrating radar testing (GPR), data evaluation and formatting for incorporation into the City's asset management system, development of PCIs for each street segment and a prioritized list with maintenance plans for specific streets, development of a multi-year maintenance plan based on various funding scenarios, and report preparation.

The GPR data will be used to determine the asphalt surface and asphalt base thickness for streets and the City will retain a geotechnical firm to install borings at selected locations to supplement the data and provide information on the type and thickness of the subgrade. A professional services agreement for geotechnical boring installation will be presented to City Council for consideration at a later date.

Staff recommends approval of Task Agreement No. 2019-1 with Stantec Consulting Services, Inc. to provide automated data collection services for approximately 265 lane miles of street throughout the City in the amount of \$85,000.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Consultant:	Stantec Consulting Services, Inc.	
Amount of Request/Contract:	\$	85,000
Amount Budgeted:	\$	90,000.00
Funding Source:	225-0000-400-4017	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving Task Agreement No. 2019-1 with Stantec Consulting Services, Inc. to provide automated data collection services for approximately 265 lane miles of streets throughout the City in the amount of \$85,000.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Exhibit A – Stantec Task Agreement #2019-1 and Scope of Work

Attachment 1



City of Belton – Public Works Task Agreement

Contract: **On-Call Contract for Automated Data Collection for Streets**

Ordinance or Resolution:	Task Agreement No: 2019-01	Funding Amount: \$85,000.00 Date of Schedule of Hourly Rates and Expenses: On-Call Contract Purchase Order No:
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Project Title: **Automated Data Collection for Streets**

Contractor/Consultant (including subs): Stantec Consulting Services Inc.	Division and Staff Project Manager: Celia Duran
Project Management Manual reviewed: yes	Attachments (Gantt Chart, etc.):

PROJECT Scope (can be in the form of an attachment):

See attached scope of work

Staff Signatures				Partner Signatures			
Director of Public Works: Celia Duran	City Manager: Alexa Barton			Project Manager: Fred Stephenson, B.Sc. Associate, IMPE	Company Second Signee: Richard Korczak, M.A.Sc. Senior Associate, IMPE		
Signature:	Signature: _____			Signature:	Signature:		
Date: 12/21/19	Date: _____			Date: December 21, 2018	Date: December 21, 2018		
Project Type:	Design	X	Construction	Property Acquisition	Conceptual – Problem Solving	Surveying	
Project Discipline(s):	Transportation	X	Planning	Water	Wastewater	Stormwater	

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the ____ day of _____, 20____.

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

SCOPE OF SERVICES FOR ON-CALL PROFESSIONAL SERVICES AUTOMATED DATA COLLECTION FOR STREETS

TASK 1: RT3000 PAVEMENT CONDITION INDEX (PCI) DATA COLLECTION AND PROCESSING (\$31,000)

Conduct surface distress and roughness survey on all City of Belton streets (approximately 130 test-miles), utilizing Stantec's RT3000 survey vehicle. Collect GPS and Right-of-Way imagery in conjunction with the condition surveys. Process the condition and image data and format results for the City's Cartegraph OMS asset management system.

Task 1.1: Field Survey Preparation (\$2,600)

- Obtain a copy of the City's GIS centerline file;
- Create linkage between GIS and pavement management database;
- Create Survey Routing Maps and Specifications for the RT3000 field crew (maps, section listings, specifications).

Task 1.2: RT3000 Mobilization and Demonstration (\$2,500)

- Survey van mobilizes to Belton. Provides demo of technology to City staff;
- Perform pre-survey and ongoing calibrations and diagnostics.

Task 1.3: RT3000 Street Distress/Roughness Survey (\$14,040)

- RT3000 Surface Distress and Roughness data collection, including a single pass on roads with three lanes or less, and a double pass (both directions in the outside lane) on roads having four or more lanes, or divided by a median;
- Field staff communicate weekly with City Project Manager, on production;
- Follow Field QA/QC plan

Task 1.4: RT3000 Data Processing (\$4,550)

- Utilize Stantec's imaging workstation to process the collected pavement distress and roughness data;
- Determine AS 1M D6433 Pavement Condition Index (PCI) and roughness scores (RCI) on block-to-block basis;
- Perform QA/QC processes on collected data, in accordance with 'NCHRP Synthesis 401 – Quality Management of Pavement Condition Data Collection' by the Transportation Research Board.

Task 1.5: RT3000 Data Formatting for Cartegraph OMS (\$2,500)

- Format data for upload to Cartegraph OMS;
- Format to be determined by Cartegraph.

Task 1.6: Provision of Right-of Way Images (\$1,560)

- Provide forward view georeferenced digital images at 20-foot intervals;
- Supply JPEG images on external drive;
- Supply GIS file with image GPS location and hyperlink to each JPEG image.

Task 1.7: Curb & Gutter/Shoulder Condition Assessment (\$3,250)

- Provide Good/Fair/Poor condition rating for Curb & Gutter/Shoulder, for each road segment.

TASK 2: PAVEMENT MANAGEMENT ANALYSIS AND REPORTING (\$19,000)

Utilize Stantec's RoadMatrix pavement management system to complete a pavement condition and needs analysis of the entire City road network. Develop a priority list of rehabilitation needs under various City-defined funding scenarios. Develop a 5-10-year rehabilitation plan.

Task 2.1: Database Development (\$4,000)

- Create RoadMatrix pavement management system database by incorporating the City's existing Cartegraph and GIS segmentation and roadway attributes (geometric/traffic/structure/drainage);
- Apply default values for unknown attributes.

Task 2.2: Rehabilitation Needs and Budget Scenarios Development (\$5,000)

- Develop Decision Trees to identify the most appropriate strategy based on the PCI and RCI results, as well as supplemental GPR results obtained in Task 3.0;
- Develop funding scenario inputs for analysis.

Task 2.3: Multi-year Rehabilitation Program Development (\$5,000)

- Using cost-benefit analysis, develop a prioritized list of roads for rehabilitation, under various City-defined budgetary constraints;
- Provide up to three budget considerations;
- Create 5-10-year rehabilitation plan.

Task 2.4: Pavement Management Analysis Report (\$5,000)

- Overview of the project approach, including equipment and testing procedures, and analysis settings;
- Results of the Present Status (PCI and RCI scores), Needs and Budget Analysis;
- Electronic spreadsheets and GIS maps of all results and Rehabilitation plans.

TASK 3: GROUND PENETRATING RADAR (GPR) SURVEY AND ANALYSIS (\$35,000)

Conduct non-destructive Ground Penetrating Radar testing on all City streets (approximately 130 test-miles). Analyze the GPR data along with third-party collected borehole data information, to determine pavement and base layer thicknesses.

Task 3.1: Ground Penetrating Radar (GPR) Mobilization (\$2,500)

- GPR unit and operator mobilizes to Belton;
- Perform pre-survey and ongoing calibrations and diagnostics.

Task 3.2: Network Ground Penetrating Radar (GPR) Testing and Analysis (\$32,500)

- GPR survey, including a single pass on roads with three lanes or less, and a double pass (both directions in the outside lane) on roads having four or more lanes, or divided by a median;
- Follow Field QA/QC plan;
- Utilizing third-party borehole data, analyze GPR results and report pavement and base material layer thickness for each pavement management segment;
- Incorporate data into the pavement management system database, for further analysis as described in Task 2.0.

PROJECT SCHEDULE:

The table below details our anticipated schedule, at the time of this proposal, for execution of all project tasks, assuming a "Notice to Proceed" and execution of required contract documents by approximately January 9th, 2019.

Tasks	Date
Notice to Proceed	• January 9 th , 2019
Task 1.0– Pavement Condition Data Collection and Processing	
• Task 1.1: Field Survey Preparation	• January 14-18
• Task 1.2: RT3000 Mobilization and Demonstration	• January 21
• Task 1.3: RT3000 Street Distress/Roughness Survey	• January 21-31
• Task 1.4: RT3000 Data Processing	• February 1-28
• Task 1.5: RT3000 Data Formatting for Cartograph OMS	• February 21-28
• Task 1.6: Provision of Right-of-Way Images	• February 21-28
• Task 1.7: Curb & Gutter/Shoulder Condition Assessment	• February 14-28
Task 2 – Pavement Management Analysis and Reporting	
• Task 2.1: Database Development	• February 1-28
• Task 2.2: Rehabilitation Needs and Budget Scenarios Development	• February 14-28
• Task 2.3: Multi-year Rehabilitation Program Development	• March 1-15
– Milestone: Provide finalized Rehabilitation Priority Street Listing	• March 15
• Task 2.4: Pavement Management Analysis Report	
– Draft Report	• Mar 16-31
– Final Report	• April 1-15
Task 3 – Ground Penetrating Radar (GPR) Survey and Analysis	
• Task 3.1: Ground Penetrating Radar (GPR) Mobilization	• January 21, 2019
• Task 3.2: Network Ground Penetrating Radar (GPR) Testing and Analysis	
– GPR Testing	• January 21-31
– GPR Analysis	• February 1-28