



**Agenda of the Belton City Council
Special Meeting
December 18, 2018 – 6:00 p.m.
City Hall Annex
520 Main Street, Belton, Missouri**

- I. CALL SPECIAL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – Councilman Savage
- 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 11, 2018, City Council Work Session & Regular Meeting.**

Page 4

- B. Motion 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.

This purchase is within budget.

Page 9

- V. ORDINANCES

- A. Motion approving both readings of 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.

Page 18

B. Motion approving both readings of 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.

This ordinance makes changes to the City’s holiday schedule, adding three holidays recognized by the State of Missouri; Harry S. Truman Day, Columbus Day and Veteran’s Day and eliminates Family Emergency Leave for all City Employees. This change is expected to help with last minute scheduling issues for managers and save on the cost of overtime.

Page 28

VI. RESOLUTIONS

VII. CITY COUNCIL LIAISON REPORTS

VIII. MAYOR’S COMMUNICATIONS

IX. CITY MANAGER’S REPORT

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.

X. OTHER BUSINESS

XI. Motion 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.

SECTION IV
A

**Minutes of the Belton City Council
Work Session and Regular Meeting
December 11, 2018
City Hall Annex
520 Main Street, Belton, Missouri**

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

Alexa Barton, City Manager, said the City of Peculiar met with her and Celia Duran, Public Works Director, about a possible Cass County 1/10 cent sales tax ballot question in April. It would be for storm water and public works projects. Each city would receive a portion of the tax money based on population. It would be used for ongoing projects and maintenance. If Belton is in favor of it, the City of Peculiar is requesting a letter of support.

Ms. Duran discussed the possible Belton storm water and street questions for the April ballot.

Mayor Davis made a motion directing staff to prepare information for Council consideration of a no debt levy increase for storm water, seconded by Councilman Trutzel. All voted in favor. Motion passed.

Councilman Trutzel made a motion directing staff to prepare information for Council consideration of a \$.20 debt levy increase for street improvements, seconded by Councilwoman Peek. All voted in favor. Motion passed.

Ms. Barton asked the Council if there was interest in Peculiar's proposal. The Council unanimously agreed they were not interested.

Mayor Davis adjourned the work session at 7:05 p.m.

Mayor Davis called the regular meeting to order at 7:05 p.m.

Councilwoman Peek led the Pledge of Allegiance to the Flag.

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

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

CONSENT AGENDA

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

- approving the minutes of the November 27, 2018, City Council Regular Meeting and the December 4, 2018, Special Meeting Minutes.
- approving maintenance/upgrade agreements for the Milestone (station video cameras) and S2 (access control) systems with Kenton Brothers in the amount of \$5,482.23, for the Belton Police Department.

- approving Resolution R2018-52: **A resolution appointing RJ Warren to the Planning Commission.**

Councilman Lathrop seconded. All voted in favor. Consent agenda approved.

Councilwoman Peek said last week she received a plaque in appreciation from Cass County Youth Court for the City's participation in their program. She presented the plaque to the Mayor.

James Person, Police Chief, said Councilman Lathrop and Councilwoman Peek attended the Citizens' Police Academy graduation on Monday night.

ORDINANCES

Andrea Cunningham, City Clerk, read Bill No. 2018-79: 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 Menard, Inc. for implementation of the Southtowne Tax Increment Financing Redevelopment Plan, as amended. Presented by Councilman Trutzel, seconded by Councilman Lathrop. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilman Trutzel moved to hear the final reading.** Councilwoman Peek seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilman Trutzel, seconded by Councilwoman Peek. Vote on the final reading as recorded:

Ayes: 9 Mayor Davis, Councilman Savage, Councilwomen Peek, Davidson, Councilmen Trutzel, Lathrop, VanWinkle, Finn, MacPherson

Noes: 0

Absent: 0

Bill No. 2018-79 was declared passed and in full force and effect as **Ordinance No. 2018-4481**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2018-80: An ordinance amending Chapter 19 – Streets, Sidewalks, Rights-of-Way and other Public Places, Article V – Right-of-Way Management, Use, Construction, Reconstruction, Improvements and Repairs; Permit/Inspection requirements, and adding Article X – Small Wireless Facilities to Chapter 19 of the Code of Ordinances, City of Belton, Missouri for the purpose of updating the City's requirements for use of the Public Right-of-Way and permitting of small wireless facilities. Presented by Councilman Trutzel, seconded by Councilwoman Peek. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilman Trutzel moved to hear the final reading.** Councilman Lathrop seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilman Lathrop, seconded by Councilman Trutzel. Vote on the final reading was recorded:

Ayes: 9 Councilmen MacPherson, VanWinkle, Finn, Councilwomen Peek, Davidson, Mayor Davis, Councilmen Lathrop, Savage, Trutzel

Noes: 0

Absent: 0

Bill No. 2018-80 was declared passed and in full force and effect as **Ordinance No. 2018-4482**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2018-81: An ordinance approving a Fire Protection Agreement between the City of Belton and the Mount Pleasant Fire Protection District. Presented by Councilman Trutzel, seconded by Councilwoman Peek. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilman Lathrop moved to hear the final reading.** Councilwoman Peek seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilwoman Peek, seconded by Councilman Trutzel. Vote on the final reading was recorded: Ayes: 9 Councilmen Lathrop, Finn, Mayor Davis, Councilman VanWinkle, Councilwomen Davidson, Peek, Councilmen Savage, Trutzel, MacPherson
Noes: 0
Absent: 0
Bill No. 2018-81 was declared passed and in full force and effect as **Ordinance No. 2018-4483**, subject to Mayoral veto.

CITY COUNCIL LIAISON REPORTS

Councilwoman Davidson gave a Park report

- The Park Department was presented with the 2018 Award of Excellence from the Chamber of Commerce
- There will be a family/father/daughter dance in February

MAYOR'S COMMUNICATIONS

- The Christmas play on Main Street ends this weekend

CITY MANAGER'S REPORT

- Ms. Duran reported the City received a MoDOT cost-share to improve the outer road near the Southview Commerce Center
- There was a miscommunication with the people who were putting up the Christmas lights on Main Street. Our public works guys are finishing it up this week. They will also be putting up new banners on the Main Street light poles.
- The Chamber holiday lunch went well today.
- Staff is working on streamlining the Council meetings. We are proposing to meet on the 2nd and 4th Tuesdays at 6:00 p.m. with a work session and then regular meeting to follow.

December 2018 & January 2019 meetings

12/18 special meeting – 6:00 p.m.
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 7:25 p.m. Councilman Savage moved to enter Executive Session to discuss 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. Councilman VanWinkle seconded. The following vote was recorded:

Ayes: 9 Councilmen MacPherson, Trutzel, Finn, Mayor Davis, Councilmen VanWinkle, Lathrop, Savage, Councilwomen Davidson, Peek.
Noes: 0
Absent: 0

The Council returned from Executive Session at 8:43 p.m.

Being no further business, Councilwoman Peek moved to adjourn at 8:44 p.m. Councilman Lathrop seconded. All voted in favor. Meeting adjourned.



Andrea Cunningham, City Clerk

Jeff Davis, Mayor

SECTION IV

B

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.

WHEREAS, the City Council approved an On-Call Pump Repair and Service Agreement with JCI Industries, Inc. (JCI). The return activated sludge (RAS) pump #3 at the Wastewater Treatment Facility Plant (WWTF) stopped working and JCI inspected the pump and recommends replacement of the pump due to its condition and age; and

WHEREAS, Task Agreement No. 2018-11 with JCI in the amount of \$12,609.00 is necessary to replace RAS pump #3 due to its condition and age; and

WHEREAS, the City Council believes approving Task Agreement No. 2018-11 with JCI in the amount of \$12,609.00 to replace RAS pump #3 at the WWTF is beneficial to the citizens of Belton and the wastewater distribution system.

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

SECTION 1. That Task Agreement No. 2018-11 with JCI Industries, Inc. for replacement of return activated sludge pump #3, herein attached and incorporated to this Resolution as **Exhibit A**, is approved.

SECTION 2. The City Manager and Director of Public Works are authorized and directed to execute the Task Agreement on behalf of the city.

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

Duly read and passed this 18th day of December, 2018.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 18th day of December, 2018, and adopted at a regular meeting of the City Council held the 18th day of December, 2018 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: December 18, 2018

DIVISION: Public Works/ Water Services/ WWTF

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 December 4, 2018, Return Activated Sludge (RAS) Pump #3 at the Wastewater Treatment Plant (WWTP) stopped working. The City’s On-Call Pump Repair and Service contractor, JCI Industries, Inc. (JCI), pulled the pump and found that the impeller and shaft had become disconnected. After further inspection, they recommended replacing the pump due to its age and condition. This pump was installed in 1999 and is beyond its average life cycle of 15 years.

Staff recommends replacing RAS Pump #3 based on its age and condition. JCI is the sole authorized municipal sales and service distributor in Kansas and Western Missouri for the Flygt submersible pump. Time to completion is within two weeks from the Notice to Proceed. The City has requested that JCI expedite the purchase and installation of this pump since it is critical for operations during large storms and periods of heavy flow.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	JCI Industries, Inc.	
Amount of Request/Contract:	\$	12,609.00
Amount Budgeted:	\$	140,000.00
Funding Source:	660-0000-400-2020 Plant Maintenance	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	66,332.88

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving Task Agreement #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.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- JCI Sole Source Letter
- Quote
- Task Agreement #2018-11

Xylem Water Solutions

Peter MacPherson
Territory Manager

14612 366th Street
Menahga, MN
Tel 218-564-5840 Cell 320-292-1310

6-22-2012

Mr. Andrew Voth
JCI Industries
1161 SE Hamblen Road
Lee;s Summit, MO 64081

Dear Andrew:

I am writing in regards to customer questions regarding your coverage area for Flygt. This letter is confirmation that JCI Industries is our sole authorized municipal sales and a service distributor in Kansas and Western MO.

I hope this clears up any questions your customer base has regarding your representation of Flygt products.

Please contact me with any questions you may have.

Sincerely,

Peter MacPherson
Territory Manager
Flygt Products
A Xylem Brand



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

www.jciind.com

Friday, December 7, 2018

Belton MO, City of
506 Main Street
Belton, MO 64012

Phone: 816-331-7789
Fax: 816-322-4620

Attention: Rex Olinger

Subject: Return Pump Station Pump #3 Replacement

Quotation #: 0691970758TWIL
please refer to this number when ordering

Rex Olinger:

JCI Industries, Inc. would like to thank you for the opportunity to provide a proposal on the above referenced service. We appreciate the opportunity to provide our equipment and services. Please contact us if you have any questions regarding this offering. Thank you.

Best regards,

Trever Wilson

Trever Wilson
Application Engineer
JCI Industries, Inc.

Mark Swendrowski

Mark Swendrowski
Sales Engineer
JCI Industries, Inc.
816-803-9607



JCI Industries, Inc.
 1161 SE Hamblen Rd.
 Lee's Summit, MO 64081
 Tel: 816-525-3320
www.jciind.com

Friday, December 7, 2018

Quote #: 0691970758TWIL

Item	Description	Qty	Unit Price
1.00	Flygt 3127 Submersible Pump Scope of New: <ul style="list-style-type: none"> • Replacement for model 3127.181-0374 • New model: 3127.060-0009 • Impeller type: N (semi-open vane) • Installation type: guide rail mounted • Impeller code: 425 • Hard Iron • 6" discharge • 10HP, 460V, 3Ph • 50' Power cable • FLS included • Prepared for flush valve but not included 	1	\$10,491.00
2.00	Drill Discharge Flange <ul style="list-style-type: none"> • Drill flange to accept ABS Adapter 	1	\$500.00
3.00	Flygt 3127 Install <ul style="list-style-type: none"> • 2 Field Technicians on-site • Truck with crane • Install 3127 • Per Contract 	1	\$868.00
4.00	Expedite Fee Lead Time: <ul style="list-style-type: none"> • Unit in the US Qty.(3) • 3-5 days from the time of order • Subject to prior sale 	1	\$750.00
Total			\$12,609.00

Terms & Conditions	
Lead Time Please See Above	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Prepaid and Added to Invoice
F.O.B. Warehouse	This Quotation is valid for 30 days.



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320
www.jciind.com

STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
 2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
 3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation.
 4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
 5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
 6. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
 7. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
 8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
 9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
 10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
 11. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgment issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.
 12. **Credit Approval:** If at any time information available on Purchaser's financial condition or credit history, in JCI's judgment, does not justify the terms of payment specified herein, JCI may require full or partial payment in advance, or an acceptable form of payment guarantee such as a bank letter of credit, or other modifications to terms of payment.
- Backcharges: JCI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Products, without JCI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.



City of Belton – Public Works Task Agreement

Contract: Water and Wastewater Pumping System Service Contract- COOP with KCMO

Ordinance or Resolution: N/A

Task Agreement No: TA 2018-11

Funding Amount: n/a

Purchase Order No :n/a

Project Title: Replace RAS (Return Activated Sludge) Pump #3

Contractor/Consultant (including subs): JCI

Division and Staff Project Manager:
Water Services- Rex Olinger

Project Management Manual reviewed: N/A

Attachments (Gantt Chart, etc.): Quote

PROJECT Scope (can be in the form of an attachment): Acquire, Modify mounting flange and install a new 3127 Flyght pump for RAS 3 for the amount of \$12,609.00. See attached quote.

Staff Signatures

Partner Signatures

Director of Public Works:
Celia Duran

City Manager:
Alexa Barton

Project Manager

Company Principal (if different):

Trever Wilson

DIRK BENNETT, PE

Signature: _____

Signature: _____

Signature: *Trever Wilson*

Signature: *[Signature]*

Date: _____

Date: _____

Date: 2018.12.07

Date: 2018.12.07

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 Agreement, Water and Wastewater Pumping System Service Contract, dated 6/12/12.

Attach scope of work, budget, and other supporting material

SECTION V

A

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.

WHEREAS, by Ordinance No. 2009-3524, adopted by the City Council on March 10, 2009, the City of Belton, Missouri (the "City") approved the Southtowne Tax Increment Financing Redevelopment Plan (the "Original Plan") and approved a tax increment financing contract between the City and Southtowne Associates, L.L.C. ("Southtowne") for implementation of the Original Plan (the "Original Contract").

WHEREAS, by Ordinance No. 2012-3787, adopted by the City Council on March 27, 2012, the City approved the First Amended and Restated Southtowne Tax Increment Financing Redevelopment Plan ("First Amended Plan," with the Original Plan as amended by the First Amended Plan being the "Plan"), approved the assignment of development rights from Southtowne to Herman Enterprises, L.L.C. ("Herman") for Redevelopment Project 3 in the Plan, designated Herman as the developer of Redevelopment Project 3, and approved a tax increment financing contract between the City and Herman for implementation of Redevelopment Project 3 (the "First Amended Contract," and together with the Original Contract, the "Redevelopment Contract").

WHEREAS, by Ordinance No. 2017-4327, adopted by the City Council on March 28, 2017, the City Council authorized the City to enter into the First Amendment to Tax Increment Financing Contract, as amended (the "First Amended Agreement"), between the City and Herman to, among other things, amend and extend the dates set forth in the redevelopment schedule.

WHEREAS, Herman has further requested an extension of time to the redevelopment schedule as set out in the Second Amendment to Tax Increment Financing Contract, as amended (the "Second Amended Agreement"); and

WHEREAS, the City Council finds that approval of the Second Amended Agreement would help to encourage and stimulate growth and development in the Redevelopment Plan Area and otherwise fulfill the purpose of the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. §§ 99.800 et seq. and the Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Belton, Missouri as follows:

SECTION 1. That the Second Amendment to Tax Increment Financing Contract, attached hereto as **Exhibit A** is approved.

SECTION 2. That the Mayor of the City is authorized to enter into the Second Amendment to Tax Increment Financing Redevelopment Contract on behalf of the City.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME: December 18, 2018

READ FOR THE SECOND TIME AND PASSED: December 18, 2018

Mayor Jeff Davis

Approved this 18th day of December, 2018.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 18th day of December 2018 , and thereafter adopted as Ordinance No. 2018-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the 18th day of December 2018, 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

Exhibit A to Ordinance No. 2018-_____

**SECOND AMENDMENT TO
TAX INCREMENT FINANCING CONTRACT**

See following pages

**SECOND AMENDMENT TO TAX
INCREMENT FINANCING CONTRACT**

BETWEEN THE

CITY OF BELTON, MISSOURI

AND

HERMAN ENTERPRISES, LLC

FOR IMPLEMENTATION OF THE

**REDEVELOPMENT PROJECT 3 OF THE SOUTHTOWNE TAX INCREMENT
FINANCING REDEVELOPMENT PLAN**

**SECOND AMENDMENT TO
TAX INCREMENT FINANCING CONTRACT**

THIS SECOND AMENDMENT TO TAX INCREMENT FINANCING CONTRACT (this "Second Amendment"), entered into on _____, 2018, by and between the CITY OF BELTON, MISSOURI, a municipal corporation ("City") and HERMAN ENTERPRISES, L.L.C., a Missouri limited liability company (the "Developer," successor and assignee of development rights granted to Southtowne Associates, L.L.C. ("Southtowne")), amends that certain Tax Increment Financing Contract ("Redevelopment Contract"), as subsequently amended (as described below).

RECITALS

WHEREAS, by Ordinance No. 2009-3524, adopted by the City Council on March 10, 2009, the City approved the Southtowne Tax Increment Financing Redevelopment Plan (the "Original Plan") and approved a tax increment financing contract between the City and Southtowne Associates, L.L.C. ("Southtowne") for implementation of the Original Plan (the "Original Contract").

WHEREAS, by Ordinance No. 2012-3787, adopted by the City Council on March 27, 2012, the City approved the First Amended and Restated Southtowne Tax Increment Financing Redevelopment Plan ("First Amended Plan," with the Original Plan as amended by the First Amended Plan being the "Plan"), approved the assignment of development rights from Southtowne to Herman Enterprises, L.L.C. ("Herman"), designated Herman as the developer of Redevelopment Project 3, and approved a tax increment financing contract between the City and Herman for implementation of Redevelopment Project 3 of the Plan (the "First Amended Contract," and together with the Original Contract, the "Redevelopment Contract").

WHEREAS, by Ordinance No. 2017-4327, adopted by the City Council on March 28, 2017, the City Council authorized the City to enter into the First Amendment to Tax Increment Financing Contract, as amended (the "First Amended Agreement"), between the City and Herman to, among other things, amend and extend the dates set forth in the redevelopment schedule.

WHEREAS, Herman has further requested an extension of time to the redevelopment schedule as set out in the Second Amendment to Tax Increment Financing Contract, as amended (the "Second Amended Agreement"); and

WHEREAS, the City Council finds that approval of the Second Amended Agreement would help to encourage and stimulate growth and development in the Redevelopment Plan Area and otherwise fulfill the purpose of the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. §§ 99.800 et seq. and the Plan.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the City and Redeveloper agree as follows:

1. Modification of Section 6.C. of the Redevelopment Agreement, as amended. Section 6.C. of the Redevelopment Agreement is hereby deleted in its entirety and replaced with the following:

6.C. Notwithstanding anything to the contrary herein and subject to the provisions of **Section 6.D**, if a Certificate of Completion and Compliance is not issued with respect to Redevelopment Project 3 by May 31, 2020 (the "Outside Completion Date"), City may require Developer to appear before the Council to show cause why this Contract and the Plan shall not be terminated in accordance with **Section 35** and to meet with

representatives of the City regarding changes that should be made for the marketing and development of the property within the Plan Redevelopment Area. From and after the Outside Completion Date, any approval by City of any change or modification of the Redevelopment Schedule may be given or denied by City in its sole discretion, subject to the terms and provisions of **Section 36**.

2. **Revision of Exhibit F of the Redevelopment Contract, as amended.** Exhibit F of the Redevelopment Contract is hereby deleted in its entirety and replaced with the **Exhibit F** attached to this Second Amended Agreement.

3. **Miscellaneous.** Except as amended hereby, the Redevelopment Contract remains in full force and effect. This Second Amended Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[Remainder of page left intentionally blank. Signature pages immediately follow]

SIGNATURE PAGE FOR SECOND AMENDMENT TO TAX INCREMENT FINANCING CONTRACT BETWEEN CITY OF BELTON, MISSOURI AND HERMAN ENTERPRISES, L.L.C. FOR IMPLEMENTATION OF REDEVELOPMENT PROJECT 3 OF THE SOUTHTOWNE TAX INCREMENT FINANCING REDEVELOPMENT PLAN, AS AMENDED.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amended Agreement the day and year first above written.

CITY:

THE CITY OF BELTON, MISSOURI, a municipal corporation

By: _____
Print Name: Jeff Davis
Title: Mayor

HERMAN ENTERPRISES, L.L.C., a Missouri limited liability company

By: _____
Print Name: _____
Title: _____

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2018, before me, personally appeared Jeff Davis, to me known, who being by me duly sworn, did say that he is the Mayor of the City of Belton, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____, 2018, before me, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say that he is the _____ of Herman Enterprises, L.L.C., a Missouri limited liability company, and acknowledged said instrument to be his free act and deed and the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

EXHIBIT F

REDEVOPMENT SCHEDULE

Redevelopment Project 3

Complete

Construction

May 31, 2020

All scheduled activities may commence earlier than the dates set out above.

SECTION V

B

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.

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

Section 1. That Chapter 2 – Administration, Article II – Officers and Employees, Division 4 – Personnel Code, Subdivision XII – Leave of Absence, Section 2-558 – Legal holidays of the Belton Code of Ordinances is hereby amended to read as follows:

Sec. 2-558. – Legal holidays.

a) Legal holidays observed by the city government shall be as follows:

- (1) New Year's Day;
- (2) Martin Luther King Jr. Day;
- (3) President's Day;
- (4) Good Friday;
- (5) Harry S. Truman Day;
- ~~(5)~~ (6) Memorial Day;
- ~~(6)~~ (7) Independence Day;
- ~~(7)~~ (8) Labor Day;
- (9) Columbus Day;
- (10) Veteran's Day;
- ~~(8)~~ (11) Thanksgiving Day;
- ~~(9)~~ (12) The Friday following Thanksgiving Day;
- ~~(10)~~ (13) Christmas Eve Day; and
- ~~(11)~~ (14) Christmas Day.

- b) Where a holiday falls on a non-working day, the preceding day or the following day shall be observed as a holiday for city employees at the discretion of the city manager.
- c) In departments other than emergency medical services/fire, when an employee works a holiday he or she will be granted a day off to be taken at a future date which must be approved by his or her supervisor.

- d) When emergency medical services/fire personnel are scheduled for subsequently work holidays they will be paid for an additional day at a rate of straight time.

Section 2. That Chapter 2 – Administration, Article II – Officers and Employees, Division 4 – Personnel Code, Subdivision XII – Leave of Absence, Section 2-564 – Emergency leave of the Belton Code of Ordinances is hereby amended to read as follows:

Sec. 2-564. – ~~Emergency leave~~ Bereavement leave.

All full-time employees are eligible for ~~emergency leave. Emergency leave with pay shall be granted for the following reasons:~~ bereavement leave with pay. Three consecutive days

- ~~(1) Three days per calendar year shall be allowed for employees to care for a family member that requires the employee's personal care or attention because of sickness.~~
- ~~(2) Three consecutive days per calendar year~~ shall be allowed for employees because of the death of a member of the employee's immediate family (spouse, son, daughter, mother, father, sister, brother, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepmother, stepfather, aunt and uncle).

Section 3. This ordinance shall take effect and be in full force on January 1, 2019, after passage and approval.

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

READ FOR THE FIRST TIME: December 18, 2018

READ FOR THE SECOND TIME AND PASSED: December 18, 2018

Mayor Jeff Davis

Approved this _____ day of _____, 2018.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 18th day of December, 2018, and thereafter adopted as Ordinance No. 2018-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ___ day of _____, 2018, after the second reading thereof by the following vote, to-wit:

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

Andrea Cunningham City Clerk
City of Belton, Missouri