



Agenda of the Belton City Council
July 28, 2020 – 6:00 p.m.
<https://www.belton.org/watch>

- I. CALL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – Councilmember Finn
- 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 July 21, 2020, City Council Meeting.**

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 - B. **Motion approving the purchase of three Aeroclave disinfectant machines for Fire, Police, and Public Works, in the amount of \$41,899.60.**

This purchase is expected to be reimbursed from the CARES Act.

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 - C. **Motion approving the purchase of a prefabricated building for salt storage at the new Public Works Facility from Britespan in the amount of \$39,677.76.**

This purchase is within budget for FY2021.

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 - D. Motion approving Resolution R2020-40
A resolution approving Task Agreement No. 2020-19 with JCI Industries, Inc. in the not-to-exceed amount of \$12,628.00 under the on-call pump repair and service agreement to replace the add-a-phase electronic power supply with variable frequency drive (VFD) electronic controls at the Effertz Sewer Lift Station.

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E. Motion approving Resolution R2020-41

A resolution reappointing Tom MacPherson and appointing Marsha Vest and Todd Christy to the Planning Commission.

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V. PERSONAL APPEARANCES

Presentation of a proclamation to Judge Charles Curry upon his retirement and for his 36 years of service to the City of Belton

Presentation of a proclamation to Holly Girgin for her 15 years of service to the City of Belton Planning Commission

Recess for a reception

VI. ORDINANCES

A. Motion approving both readings of Bill No. 2020-41

An ordinance readopting Ordinance No. 91-2073, as amended, establishing a procedure to disclose potential conflict of interest and substantial interest for certain municipal officials.

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VII. RESOLUTIONS

VIII. CITY COUNCIL LIAISON REPORTS

IX. CITY MANAGER'S REPORT

August/September City Council Meetings – 6:00 p.m.

August 11, 2020

August 25, 2020

September 8, 2020

September 22, 2020

X. COMMUNICATIONS FROM CITY COUNCIL

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 that the record be closed, and the meeting adjourned from there.

SECTION IV

A

**Minutes of the Belton City Council
July 21, 2020
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the work session to order at 6:03 p.m.

Carolyn Yatsook, Economic Development Director, introduced Pete Krillies, VP of Real Estate, Construction, & Facilities for Chewy, Inc; Brad Midgal, Daniel Wilkins, and Lou Hale with Cushman & Wakefield; Paul Lewis with Lathrop & Gage; Kylee Garretson with Missouri Partnership; and Elli Bowen with KC SmartPort, a Division of KCADC. Mr. Krillies spoke on the Chewy, Inc fulfillment center coming to Belton. It will be their 11th center and biggest. Sid Douglas, Gilmore & Bell, gave an overview of the development project for Chewy, Inc coming before the City Council tonight.

Being no further business, Mayor Davis adjourned the work session at 6:23 p.m. and called the special meeting to order.

Councilmember Trutzel led the Pledge of Allegiance to the Flag.

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

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

CONSENT AGENDA

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

- **approving the minutes of the July 14, 2020, City Council Meeting.**
- **approving the June 2020 Municipal Division Summary Report for Municipal Court.**
- **approving the purchase and installation of 84 windows for the new Public Works Facility from Santa Fe Glass in the amount of \$9,788.75.**
- approving Resolution R2020-33: **A resolution of the City of Belton, Missouri approving an On-Call Professional Services Contract for carpentry services with Haren Contracting, LLC.**
- approving Resolution R2020-34: **A resolution of the City of Belton, Missouri approving an On-Call Professional Services Contract for HVAC services with Emcor Services Fagan.**
- approving Resolution R2020-35: **A resolution of the City of Belton, Missouri approving an On-Call Professional Services Contract for HVAC services with Stanger Industries, Inc.**
- approving Resolution R2020-36: **A resolution of the City of Belton, Missouri approving an On-Call Professional Services Contract for plumbing services with Emcor Services Fagan.**

- approving Resolution R2020-37: **A resolution of the City of Belton, Missouri approving an On-Call Professional Services Contract for plumbing services with Kansas City Mechanical, Inc.**
- approving Resolution R2020-38: **A resolution appointing Sally Smith to the Enhanced Enterprise Zone Board.**
- approving Resolution R2020-39: **A resolution reappointing Phil Trued to the Zoning Board of Adjustments.**

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

PERSONAL APPEARANCES

Rob Powell, 802 Main Street, spoke to the City Council about face masks and encouraged them to vote in favor of requiring masks in the City of Belton.

ORDINANCES

Andrea Cunningham, City Clerk, gave the final reading of Bill No. 2020-35: **An ordinance approving an agreement between the City of Belton, Missouri and Baker Tilly and authorizing the execution of the same.**

Presented by Councilmember Clark, seconded by Councilmember Trutzel. Vote on the final reading was recorded:

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

Noes: 0

Absent: 0

Bill No. 2020-35 was declared passed and in full force and effect as **Ordinance No. 2020-4582**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2020-36: **An ordinance approving a final plat of Southview Commerce South 3rd Plat, located in the Northwest ¼ and Southwest ¼, Section 1, Township 46 North, Range 33 West, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's office.**

Presented by Councilmember Finn, seconded by Councilmember Lathrop. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilmember Trutzel moved to hear the final reading.** Councilmember Lathrop seconded. Councilmembers Savage and Davidson asked why the urgency? Mayor Davis said the Chewy, Inc representatives are here today from out of town. This will help them move forward. Vote to hear the final reading was recorded with all voting in favor except for Councilmember Davidson who voted no. Motion passed. The final reading was read. Presented by Councilmember Finn, seconded by Councilmember Lathrop. Vote on the final reading was recorded:

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

Noes: 0

Absent: 0

Bill No. 2020-36 was declared passed and in full force and effect as **Ordinance No. 2020-4583**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2020-37: **An ordinance approving a plan for an Industrial Development Project and a Development and Performance Agreement between the City of Belton, Missouri and Chewy, Inc., and authorizing the city to issue its Taxable Industrial Development Revenue Bonds in an aggregate maximum principal amount not to exceed \$70,000,000 for the purpose of providing funds to pay the costs of equipping an ecommerce fulfillment center in the city; and authorizing certain agreements and other actions by the city.**

Presented by Councilmember Trutzel, seconded by Councilmember Lathrop. Pursuant to RSMo 100.059, Mayor Davis invited affected taxing jurisdictions to submit public comments for the record.

- No one was present to represent the Belton School District
- Ms. Yatsook was present to represent the City of Belton. Ms. Yatsook read a letter of support from the taxing jurisdictions: Cass County and Mt. Pleasant Township Special Road District. Ms. Yatsook had six additional letters of support from Cass County Corporation Economic Development; Belton Regional Medical Center; Belton Chamber of Commerce; Downtown Belton Main Street, Inc; Belton-Cass Regional Transportation Development District; and Christie Development Associates, LLC representing Y-Belton, LLC; Belton Associates, LLC; Belton Town Centre TDD; and Belton 58 Chopper, LLC. These letters are attached as **Exhibit A**.
- No one was present to represent the Casco Area Workshop
- No one was present to represent the Cass County Public Library
- No one was present to represent the Cass County Regional Medical Center
- No one was present to represent the Cass County Road and Bridge Department
- No one was present to represent the Metropolitan Community College
- No one was present to represent the Missouri Department of Revenue
- No one was present to represent the Missouri Department of Revenue, County Tax Section, State Blind Pension Fund
- No one was present to represent the State Tax Commission of Missouri

Vote on the first reading was recorded with all voting in favor except for Councilmember Davidson who voted no. First reading passed. **Councilmember Clark moved to hear the final reading.** Councilmember Finn seconded. Vote to hear the final reading was recorded with all voting in favor except for Councilmember Davidson who voted no. Motion passed. The final reading was read. Presented by Councilmember Trutzel, seconded by Councilmember Lathrop. Vote on the final reading was recorded:

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

Noes: 1 Davidson

Absent: 0

Bill No. 2020-37 was declared passed and in full force and effect as **Ordinance No. 2020-4584**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2020-38: **An ordinance approving an agreement between the City of Belton and the Cass County Council on Aging.**

Presented by Councilmember Trutzel, seconded by Councilmember Lathrop. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilmember Clark moved to hear the final reading.** Councilmember Finn seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilmember Lathrop, seconded by Councilmember Trutzel. Vote on the final reading was recorded:

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

Noes: 0

Absent: 0

Bill No. 2020-38 was declared passed and in full force and effect as **Ordinance No. 2020-4585**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2020-39: **An ordinance accepting the continuance of a Mid-America Regional Council (MARC) grant for services to individuals at the Belton Senior Center.**

Presented by Councilmember Clark, seconded by Councilmember Finn. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilmember Clark moved to hear the final reading.** Councilmember Trutzel seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilmember Lathrop, seconded by Councilmember Trutzel. Vote on the final reading was recorded:

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

Noes: 0

Absent: 0

Bill No. 2020-39 was declared passed and in full force and effect as **Ordinance No. 2020-4586**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2020-40: **An ordinance mandating the wearing of face coverings or masks in all places of indoor public accommodation within the City of Belton, Missouri; setting forth penalties for noncompliance therewith; and setting out the effective date and cessation date of said mandate.**

Presented by Councilmember Peek, seconded by Councilmember Davidson. There was extensive discussion. Councilmembers Savage, Trutzel, Clark, VanWinkle, and Finn stated it was an individual's right to choose to wear a mask or not and the business owner's right to require one or not in their business. They did not believe it should be a City mandate. Councilmembers Trutzel and Clark expressed concern over the police department enforcement. Councilmember VanWinkle said he didn't feel it was appropriate to add this to the police department. Councilmembers Davidson and Peek stated it's a matter of public health and safety; numbers are going up. It affects everyone. People are not abiding by voluntary compliance. Councilmember Finn called for the question. Vote on the first reading was recorded with Peek, Davidson, and Mayor Davis voting in favor and Councilmembers VanWinkle, Savage, Clark, Lathrop, Trutzel, and Finn voting no. Motion failed.

CITY COUNCIL LIAISON REPORTS

Councilmember Davidson gave a Park report.

- Kids paint party at HBWC July 24
- Theatre in the Park has been canceled
- Baseball tournament this weekend at Markey Park
- HBWC is having Christmas in July specials

Councilmember Peek asked if Summerfest had been canceled. Mayor Davis asked about the Fall Festival. Alexa Barton, City Manager, said Fall Festival has been canceled. She will confirm next week about Summerfest.

MAYOR'S COMMUNICATIONS

Mayor Davis attended the Raymore Optimist meeting today. They talked about NorthPoint and economic development.

CITY MANAGER'S REPORT

July/August City Council Meetings – 6:00 p.m.

July 28, 2020

August 11, 2020

August 25, 2020

Being no further business, Councilmember Clark moved to adjourn at 7:25 p.m. Councilmember Lathrop seconded. All voted in favor. Meeting adjourned.

Andrea Cunningham, City Clerk

Mayor Jeff Davis



816-380-8155
102 E. Wall
Harrisonville, MO
64701

July 14, 2020

Belton City Council
506 Main Street
Belton, MO 64012

Dear Belton City Council,

This letter is to express full support of Chewy, Inc. on its decision to locate its newest, and largest to date, ecommerce fulfillment center in the Southview Commerce Center. Having a nationally recognized and well-respected company in such a predominant, high visibility site along I-49 at the gateway to Belton is a wonderful thing for Belton and all of Cass County.

Chewy, Inc. currently employs 10,500 full-time equivalent employees in the United States. This new location in Belton will bring an estimated 1,200 to 1,600 new jobs. Those new jobs will be housed in a 796K square foot building, which has the capacity to expand to 1M square feet and brings a substantial capital investment of \$70 million in machinery and equipment.

Learning that they have grown from \$2 million in sales to \$3.5 billion over the last eight years is phenomenal. What is even better is the fact that they attribute that growth to outstanding team members who provide outstanding customer service.

The benefits to Belton and Cass County are; increased tax revenue, new employment opportunities for citizens, increase in our job base, increase in economic activity as a result of those jobs, secondary local job growth in retail and service industries due to large-scale employment, and it establishes a long term, stable revenue source with a substantial impact to sales tax revenue for the City, County and State of Missouri.

Thank you for the opportunity to express support for this project.

Sincerely,

Bob Huston
Presiding Commissioner

Monty Kisner
Associate Commissioner

Jimmy Odom
Associate Commissioner

Monty Kisner
District 1 Commissioner

Bob Huston
Presiding Commissioner

Jimmy Odom
District 2 Commissioner

July 15, 2020

Belton City Council

506 Main Street

Belton, MO 64012

Dear Belton City Council,

This letter is to express full support of Chewy, Inc. on its decision to locate its newest, and largest to date, ecommerce fulfillment center in the Southview Commerce Center. Having a nationally recognized and well-respected company in such a predominant, high visibility site along I-49 at the gateway to Belton is a wonderful thing for Belton and all of Cass County.

Chewy, Inc. currently employs 10,500 full-time equivalent employees in the United States. This new location in Belton will bring an estimated 1,200 to 1,600 new jobs. Those new jobs will be housed in a 796K square foot building, which has the capacity to expand to 1M square feet and brings a substantial capital investment of \$70 million in machinery and equipment.

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The benefits to Belton and Cass County are; increased tax revenue, new employment opportunities for citizens, increase in our job base, increase in economic activity as a result of those jobs, secondary local job growth in retail and service industries due to large-scale employment, and it establishes a long term, stable revenue source with a substantial impact to sales tax revenue for the City, County and State of Missouri.

Thank you for the opportunity to express support for this project.

Sincerely,

*Harry Z. Mellory, Presiding Commissioner
Mount Pleasant Township &
Special Road District*

CASS COUNTY
CORPORATION
ECONOMIC DEVELOPMENT

July 15, 2020

Belton City Council
506 Main Street
Belton, MO 64012

Dear Belton City Council,

Please accept this letter as an expression of our full and hearty support of Chewy, Inc. and its decision to locate its newest and largest to date, e-commerce fulfillment center within the Southview Commerce Center in Belton, Missouri. The ability to have such a nationally recognized and well-respected company in such a predominant, high visibility site adjacent to I-49 at the southern gateway to Belton is a huge boon for the community and one that will continue to provide dividends to Belton, Cass County and the region.

Chewy, Inc. has had phenomenal growth over the last eight years, growing from \$2 million to \$3.5 billion in annual sales and currently employs 10,500 full-time equivalent employees in the United States. This new location will bring with it an estimated 1,200 to 1,600 new jobs that will be housed in a 796,000 square foot building, with an additional 200,000 square foot expansion capability, and represents a capital investment of \$70 million in machinery and equipment.

The arrival of Chewy, Inc. continues to validate the decisions made by the City of Belton in support of the creation of the Southview Commerce Center. The ensuing benefits for Belton and Cass County are many and include an expanded tax base and an associated increase in tax revenue, new employment opportunities for area residents through direct job placement as well as secondary local job growth in retail and service industries and an overall expansion of economic activity.

The Cass County Corporation for Economic Development thanks you for the opportunity to express our support and pride for this project as we welcome a new partner in economic development.

Sincerely,



William H. Brown
Executive Director
102 East Wall Street
Harrisonville, Missouri 64701

BELTON REGIONAL MEDICAL CENTER
17065 S 71 Highway, Belton, MO 64012
(816) 348-1200 p · (816) 348-1271 f
BeltonRegionalMedicalCenter.com



July 20, 2020

Belton City Council
506 Main Street
Belton, MO 64012

Dear Belton City Council,

This letter is to express full support of Chewy, Inc. on its decision to locate its newest, and largest to date, ecommerce fulfillment center in the Southview Commerce Center. Having a nationally recognized and well-respected company in such a predominant, high visibility site along I-49 at the gateway to Belton is a wonderful thing for Belton and all of Cass County.

Chewy, Inc. currently employs 10,500 full-time equivalent employees in the United States. This new location in Belton will bring an estimated 1,200 to 1,600 new jobs. Those new jobs will be housed in a 796K square foot building, which has the capacity to expand to 1M square feet and brings a substantial capital investment of \$70 million in machinery and equipment.

Learning that they have grown from \$2 million in sales to \$3.5 billion over the last eight years is phenomenal. What is even better is the fact that they attribute that growth to outstanding team members who provide outstanding customer service.

The benefits to Belton and Cass County are; increased tax revenue, new employment opportunities for citizens, increase in our job base, increase in economic activity as a result of those jobs, secondary local job growth in retail and service industries due to large-scale employment, and it establishes a long term, stable revenue source with a substantial impact to sales tax revenue for the City, County and State of Missouri.

Thank you for the opportunity to express support for this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Todd Krass', with a stylized, flowing script.

Todd Krass, CEO
Belton Regional Medical Center



July 15, 2020

Belton City Council
506 Main Street
Belton, MO 64012

Dear Belton City Council:

This letter is to express our full support of Chewy, Inc. on its decision to locate its newest, and largest to date, e-commerce fulfillment center in the Southview Commerce Center. Having a nationally recognized and well-respected company in such a predominant, high visibility site along I-49 at the gateway to Belton is a wonderful opportunity for Belton and all of Cass County.

Chewy, Inc. currently employs 10,500 full-time equivalent employees in the United States. This new location in Belton will bring an estimated 1,200 to 1,600 new jobs. Those new jobs will be housed in a 796K square foot building, which has the capacity to expand to 1M square feet and brings a substantial capital investment of \$70 million in machinery and equipment.

Learning that they have grown from \$2 million in sales to \$3.5 billion over the last eight years is phenomenal. What is even better is the fact that they attribute that growth to outstanding team members who provide outstanding customer service.

The benefits to Belton and Cass County are: increased tax revenue, new employment opportunities for citizens, increase in our job base, increase in economic activity as a result of those jobs, secondary local job growth in retail and service industries due to large-scale employment, and, it establishes a long term, stable revenue source with a substantial impact to sales tax revenue for the City, County and State of Missouri.

Thank you for the opportunity to express support for this project.

Sincerely,

Diane Huckshorn,
Executive Director

517 Main Street, P.O. Box 350, Belton, Missouri 64012
816.331.2420 | 816.309.1448
chamberbelton@gmail.com | www.beltonmochamber.org

July 15, 2020

Belton City Council

506 Main Street

Belton, MO 64012

Dear Belton City Council,

This letter is to express full support of Chewy, Inc. on its decision to locate its newest, and largest to date, ecommerce fulfillment center in the Southview Commerce Center. Having a nationally recognized and well-respected company in such a predominant, high visibility site along I-49 at the gateway to Belton is a wonderful thing for Belton and all of Cass County.

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Thank you for the opportunity to express support for this project.

Sincerely,
Harry L. Malloy, President
Downtown Belton Main St. Inc.

July 15, 2020

Belton City Council

506 Main Street

Belton, MO 64012

Dear Belton City Council,

This letter is to express full support of Chewy, Inc. on its decision to locate its newest, and largest to date, ecommerce fulfillment center in the Southview Commerce Center. Having a nationally recognized and well-respected company in such a predominant, high visibility site along I-49 at the gateway to Belton is a wonderful thing for Belton and all of Cass County.

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Thank you for the opportunity to express support for this project.

Sincerely,
Darryl Mulloy, Chairman
Belton-Cass Regional
Transportation District

**CHRISTIE DEVELOPMENT
ASSOCIATES, LLC**



REAL ESTATE DEVELOPMENT
INVESTMENTS / BROKERAGE

July 15, 2020

Belton City Council
506 Main Street
Belton, MO 64012

Dear City Council,

It has come to our attention that Chewy, Inc. has chosen Southview Commerce Center for its future large e-commerce facility. Having Nationally recognized large employers in Belton is as important for the credibility of Belton as Retailers such as Home Depot, Target, Kohl's. The 1600 jobs will help all retailers in Belton; create housing demands and bring more well-paying jobs to Cass County. To have Southview Commerce Center be fully built out in several years is truly unheard of. All the success in Belton is a testimony to the leadership the City Council is maintaining to be business minded for the benefit of all patrons of Belton. Both Belton Town Centre and Gateway Retail Center would like to see Chewy, Inc. call Belton home. Thank you for the tireless job well done by the Mayor, City Administrator, EDC Director and City Council. Your leadership to maintain a course of growth, increase tax base and jobs for its citizens has not gone unnoticed or appreciated. Please vote positively to ensure Chewy, Inc. locates in our fine community.

Blessings,

David J. Christie/AE

David J. Christie, Manager
Y-Belton, LLC
Belton Associates, LLC
Belton Town Centre TDD
Belton 58 Chopper, LLC

SECTION IV

B



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: July 28, 2020 DIVISION: FIRE-POLICE-PUBLIC WORKS

COUNCIL: ☒ Regular Meeting ☐ Work Session ☐ Special Session

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input checked="" 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 current COVID-19 event has challenged every city department. The health and wellness and ability to maintain our workforce has forced us to increase our ability to clean and disinfect vehicles, equipment and facilities. Much of this is done by hand and puts our employees into closer contact with potentially infectious materials.

This request is for the purchase of three AeroClave Room Decontamination Systems from Aeroclave LLC. This unit will reduce direct contact with equipment and disperse a fine mist that sanitizes as it dries. This machine also qualifies through HGAC buy ref GSA# 47QSWA18D005A. These machines were not originally budgeted but are eligible for reimbursement through the CARES act.

IMPACT/ANALYSIS:

Contractor	AeroClave LLC
Amount of Request/Contract	\$41,899.60
Amount Budgeted	\$0
Funding Source	COVID-19 CARES Act reimbursement
Additional Funds	n/a
Funding Source	n/a
Encumbered	n/a
Funds Remaining	n/a

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of 3- AeroClave machines, attachments and disinfectant solution.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- AeroClave Quote #- 1491633000011169205
- Aeroclave Brochure

**AeroClave, LLC**

4007 Forsyth Road
Winter Park
Florida
United States 32792

Quote

Valid Till: Aug 14, 2020

Quote Number : 1491633000011169205

BILL TO:**16300 N. Mullen Rd.**

Belton
Missouri
United States
64012

SHIP TO:**16300 N. Mullen Rd.**

Belton
Missouri
United States
64012

Account Name: **Belton Fire Department (MO)**
Contact Name: **John Sapp**

Quote Stage:

S.No.	Product Details	Qty	List Price	Discount	Total
1.	RDS3110 AeroClave Room Decontamination System, Model 3110.	3	\$ 13,999.00	\$ 4,199.70	\$ 37,797.30
2.	APA25 AeroClave Portable Applicator, Hand Sprayer, 25'	3	\$ 1,249.00	\$ 374.70	\$ 3,372.30
3.	VOXU12 Vital Oxide disinfectant solution, 1 Case, Four 1 Gal. Bottles ea.	1	\$ 140.00	\$ 0.00	\$ 140.00
4.	RDS3110 - shipping Shipping and Handling	3	\$ 175.00	\$ 0.00	\$ 525.00
5.	APA25 - shipping Shipping and Handling	3	\$ 15.00	\$ 0.00	\$ 45.00
6.	VOXU12 - shipping Shipping and Handling	1	\$ 20.00	\$ 0.00	\$ 20.00
				Sub Total	\$ 41,899.60
				Tax	\$ 0.00
				Adjustment	\$ 0.00
				Grand Total	\$ 41,899.60

Terms and Conditions

WE ARE NOT ACCEPTING RETURNS/CANCELLATIONS UNDER ANY CIRCUMSTANCES DURING THIS CRITICAL TIME

ALL PRICES ARE LISTED IN USD (\$)

The information contained in this quote is applicable for 30 days.

On-site training is available for \$2,000/day.

Vital-Oxide Disinfectant pricing is as follows (1 case = four 1 gallon bottles):

- 1-11 cases - \$140.00 USD (GSA: \$126.95 USD) per case + \$20.00 shipping per case
- 12-47 cases - \$132.00 USD (GSA: \$119.90 USD) per case + free shipping (Contiguous United States only)
- 48 case pallet - \$120.00 USD (GSA: \$108.82 USD) per case + free shipping (Contiguous United States only)

Hardware and Vital Oxide quantity discounts available.

With each purchase, AeroClave will provide 12 months free parts and labor warranty. For customers within a 30-mile radius, this will be performed on-site. For customers outside a 30-mile radius, AeroClave will provide a loaner unit while the unit is under repair. If unit problem is determined to

be a manufacturing or workmanship defect, AeroClave will pay for the shipping both ways. If problem is determined to be caused by operator error or abuse, freight cost will be the responsibility of the owner.

Should you have any questions regarding this quote, please contact Michael Quinoy (mquinoy@aeroclave.com). We look forward to working with you.

Thanks for your business!

AeroClave LLC



The Triple Play

The only solution on the market to combine hands-free decontamination of rooms/facilities and vehicles with the ability to hand-spray equipment.



RDS 3110
Total Asset Decontamination

RDS 3110

Total Asset Decontamination

The RDS 3110 uses the proprietary AeroClave Process™ to disinfect rooms, vehicles, and equipment with an EPA-approved, hospital-grade disinfectant at the push of a button.

Superior Design

The RDS 3110 is a rugged, lightweight and man-portable decontamination system that can effectively treat spaces up to 5,000 cubic feet. Larger spaces can be treated with multiple units. Weighing in at only 48 pounds, the 3110 is simple to use and requires minimal operator training. It is fully self-contained and can be set up and operating in minutes. The small form-factor allows it to be neatly tucked away until needed.

Breakthrough Process

The RDS 3110 can be operated in either an aerosolized application mode for hands-free room decontamination or hand-applied mode using the optional AeroClave Portable Applicator (APA). The environmentally friendly disinfectant solution produces no harmful by-products for the environment, contains no VOC's and is 100% biodegradable. In addition, it is ready to use (RTU), so no mixing is required.

Benefits

- Reduces staff and patient exposure to dangerous pathogens
- Consistent and reliable delivery of disinfectant, not achievable through manual cleaning methods
- Decontaminate even hard-to-reach surfaces
- Improves asset turn-around time - back in service faster
- Faster decontamination process requiring less labor
- Improved general cleanliness of the vehicle and firehouse
- Low cost of operation and ownership
- Safe for sensitive electronic equipment



Clockwise from upper left: 1) Hands-free disinfecting of a locker room in under 30 minutes; 2) Officer hand-applying disinfectant to the rear seat of his patrol car; 3) Optional ADP-PT installed in the exterior compartment of an ambulance.



Destroys Pathogens

AeroClave's family of products represent the latest in decontamination technology. All our products use the proprietary AeroClave Process, utilizing an EPA-approved hospital disinfectant, to decontaminate rooms, vehicles, and equipment as an adjunct to gross decontamination.

Proven effective against MRSA, HIV-1, Hepatitis B, Hepatitis C, Tuberculosis, Ebola, MERS, CRE, E. coli, Norovirus, H1N1, Legionella pneumophila, Salmonella, Listeria, mold, mildew and more.

APA HAND APPLICATOR



Ideal for:

- Exterior settings
- Individual pieces of equipment
- Quick spot-treatment on high contact surfaces

APA

Spray gun applicator with 25' hose.

The APA allows for both manual hand-application to spot treat high contact surfaces and remote-head fogging. This accessory plugs directly into the RDS using our simple ADP connector. The APA comes with a spray gun attached to a 25' cable for maximum coverage.

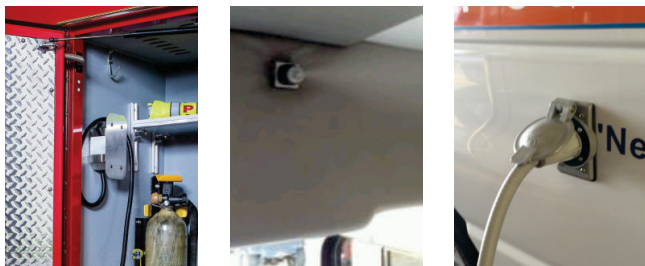


ADP

The ADP Ports provide a direct, plug-and-play connection to a nozzle assembly that is permanently mounted in the treatment area. The ports are a cost-effective option to be used in conjunction with your RDS 3110 to decontaminate the interior of the ambulances, fire engines and rooms using AeroClave's hands-free disinfectant system.

How does it work?

Connect the ADP hose between the port and the RDS 3110. Open all interior cabinets and close the exterior doors. Set the RDS to AMBULANCE or Port MODE and push the start button. The process virtually eliminates the human element of disinfecting, allowing for consistent results. Best of all, it's all done in less than 20 minutes.



Left to right: 1) ADP-PT installed in an exterior compartment; 2) Nozzle assembly permanently mounted inside the patient compartment; 3) ADP-Ex installed on exterior of ambulance.

ADP-PT

Designed for Type I & III Ambulances

ADP-PT

Kit includes hose and nozzle assembly.



ADP-Ex

Designed for Type II Ambulances

ADP-Ex

Kit includes port, exterior cover and nozzle.



ADP-CC

Designed for the crew cab of fire engines, ladder trucks and other vehicles.

ADP-CC

Kit includes port, exterior cover and nozzle.

ADP-RM

Designed for rooms and facilities, such as bunk rooms, cells, equipment rooms, lockers rooms and more.

ADP-RM

Kit includes port, exterior cover and nozzle.

ADP-AS

The solutions above require the use of one of our dual-headed hoses.

ADP-AS

8 foot dual-headed hose.



ADP Installation

Easily installed in under 30 minutes. The kit comes with everything you need to install as an OEM, after-market or DIY installer.

RDS 3110 SPECIFICATIONS

- Case dimensions: (H)18in x (W)19in x (D)12in
- Interior: Stainless steel construction
- Exterior: Durable, waterproof, ultra-high impact co-polymer Pelican™ case
- Weight: 48 lbs
- Power supply: 110 VAC, 15 amps standard
- Remote control range: maximum 100 ft
- Operating temp: 35°F to 80°F at between 45% to 75% relative humidity
- Standard configuration: 2 static heads and 1 ADP for use with optional accessories
- Maximum treatment area: 5000 cubic ft *Utilize multiple units for larger spaces
- Warranty: 12 month parts and labor
- Training: Available online or on-site



RDS 3110

Optional accessories and consumables

APA Module - p/n APA

- Spray gun applicator with 25' hose
- ADP connector to integrate with RDS
- Tripod compatible (Tripod is not included)



APA

EPA-Approved Disinfectant: Vital Oxide

- Active ingredients:

Chlorine Dioxide.....	0.200%
Alkyl (60% C14, 30% C16, 5% C12, 5% C18)	
dimethyl benzyl ammonium chloride.....	0.125%
Alkyl (68% C12, 32% C14) dimethyl	
ethyl benzyl ammonium chloride.....	0.125%
OTHER INGREDIENTS.....	99.550%
Total.....	100.000%
- Effectiveness:
 - Proven complete inactivation of MRSA, HIV, H1N1, Hepatitis B, Hepatitis C, Legionella, Norovirus, Pseudomonas aeruginosa and much more
 - 99.999% elimination of bacteria, including E.coli, Salmonella and Listeria
 - Long-term effectiveness on mold and mold spores, including Aspergillus niger, Alternaria alternata, Penicillium and Stachybotrys
- Toxicity category: EPA Category 4
- First aid: If in eyes, flush with water
- National Safety Foundation (NSF) rating: No Rinse Required on food contact surfaces at full strength
- Shelf life: > 1 year
- Mixing requirements: None, rated ready to use (RTU)



Ask about our automatic
fluid replenishment program

Purchase your AeroClave equipment through the
HGACBuy cooperative purchasing program.



AeroClave, LLC

Visit our offices at:
4007 Forsyth Road
Winter Park, FL 32792

Send mail to:
P.O. Box 560
Winter Park, FL 32790

800-788-9119
407-788-3300
aeroclave.com



SECTION IV

C



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: July 28, 2020

DIVISION: Public Works

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

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

ISSUE/RECOMMENDATION:

The City of Belton recently purchased the property at 700 Seabee Road for the new Public Works Facility. To make this facility a functional base for the Transportation Division, a salt storage facility will need to be purchased and erected on the site to provide shelter from precipitation for the City's salt stores.

Staff explored moving the existing fabric salt building at the Street Barn facility to the new facility and received a quote of \$37,233.00. The existing building is 9 years old and fabric buildings have a standard lifespan of 20 years. Considering the existing building is at its half-life and a new building would be similar in price to the quote to move the existing building, staff reached out to two prefabricated structure vendors on the Sourcewell Cooperative Agreement Approved Vendors List to get quotes. The following quotes were received; Britespan Building Systems, Inc. (Britespan) - \$39,677.76; ClearSpan Fabric Structures, Inc. - \$41,369.95.

Staff recommends approval of the purchase of a prefabricated building from Britespan for \$39,677.76. This is the best and lowest bid.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Consultant:	Britespan Building Systems, Inc.	
Amount of Request/Contract	\$	39,677.76
Amount Budgeted	\$	225-0000-495-7200 (\$350,000.00); 660-0000-495-7200 (\$350,000.00); 662-0000-495-7200 (\$350,000.00)
Funding Source		225-0000-495-7200 (\$13,225.92); 660-0000-495-7200 (\$13,225.92); 662-0000-495-7200 (\$13,225.92)

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of a prefabricated building for salt storage at the new Public Works Facility from Britespan in the amount of \$39,677.76.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Britespan Quote

Sourcewell Missouri Legal References



800 E 101 Ter Ste: 350
Kansas City, MO 64131
Phone: 573-691-9810

Prepared for:

Belton Public Works

07/13/2020

Sourcewell ID: 158673

Phone: 816-892-1269

Building Use: Salt Storage

Fabric Building Proposal:

Britespan Atlas52L8 wide X 64 long building

Design Criteria			
Applicable Building Code	ASCE 7-10 (IBC 2012)	Truss Spacing	16
Ground Snow Load	25	Fabric Type	NON-FR
Wind Load	105 MPH	Site Condition	Ce = 0.9 Exposed
Wind Exposure	C (Open Terrain)	Occupancy	CAT I (LOW)
Top of Foundation Height	2	Collateral Load	0.25
Seismic Zone	N/A	End walls	1

This building has been ENGINEERED to the parameters above.

Main Building:

Atlas52L8 wide X 64 long building with 16 bay spacing

As proposed, Non-FR exterior cover fabric carries a 20 year pro-rated warranty

Framing System:

Atlas 18 truss system with a truss depth of 18"

Post Production Hot Dip Galvanized finish on all welded truss members

All tubing meets or exceeds 50 KSI Yield Strength

Purlins are made of pre-galvanized steel unless otherwise noted

Tie down pipe is made of pre-galvanized steel unless otherwise noted

Cross and sway cables are galvanized unless otherwise noted

Cover tensioning achieved with 10,000lb winch blocks and ratchet hardware

Fabric & End Walls:

NovaShield RU88X 12 oz/yd fabric that is compliant with ASTM E84-00a (class 1)

One piece cover with bilateral tensioning

(1) End Walls, Package includes fabric and Structural steel

1 3x3 mesh vent on enclosed end

End walls terminate at 12" above pier

Fabric terminated with pocket

Installation and Equipment: Included in price.

Delivery and Lead Time: Upon approval of submitted drawings, lead time will be 4-6 weeks for manufacturing.

Optional (not included in total price): NA

Freight	\$2,850.00 (Inc)
Stamped Drawings	\$2,500.00 (Inc)

Building Price:

\$23,766.76

Installation Price:

\$13,711.00

Block Foundation Engineering:

\$2,200.00

Quote valid for 30 days

Taxes NOT included - Final applicable amount TBD and paid by owner.

Pricing based on current Sourcewell contract.

All pricing in this document is subject to change if project parameters are changed.

Engineering. Customization. Quality. Your Building Consultants.
1-800-407-5846 www.britespanbuildings.com

Sales Total: \$39,677.76

Terms:

20% Deposit due with contract. Balance Net 10 upon project completion.

Delivery:

Delivery varies according to clients needs. Typical expected delivery will be 4-6 weeks from approval of drawings and deposit. Depending on signed contract and deposit will may be able to hit the September 1st deadline.

Foundation and Anchorage:

Britespan Building Systems provide all reaction data necessary for connection of the Britespan base plate to the footing/foundation design. The footing/ foundation design and type of anchorage of the baseplate will be determined after further consultation of customer's needs.

Exclusions:

Not included in DOB Group scope of work, supply or pricing
Any costs for permits or inspections
Taxes
Bonding or Bid Guarantees
Site work/ leveling
Any additional costs related to personnel and/or traffic to access sit, and/or security clearance.
Any penetrations by other sub-trades.
Any site security or site fire protection.
Any safety items not specifically related to OSHA manpower protection issues.
Any other items or issues not specifically listed in this scope of work.

Subject to:

- Maneuverability of equipment on & around the perimeter of the building (30' ft. of level, solid ground needed around the perimeter)
- Excavated materials from foundation is to be moved away from site where work is to be performed is the responsibility of the customer
- Prevailing Wages not included
- No existing gas, electrical, or water lines to be worked around
- Site has easy access for delivery of building and customer to off load building
- Unimpeded work schedule, including work on weekends if required
- Customer to provide place or bins for disposal of left over material

All budget prices shown in US dollars. All pricing based on attached drawings.

Options to be considered:

Electrical requirements	Heating requirements
Ventilation requirements	Door requirements
Foundation requirements	Final floor requirements
Insulation requirements	

Proposal is based on an assumed Seismic Design Category "C" (SDC C) and may be subject to modification if it is later determined that the geology and seismicity of the site, Use and Occupancy along with exposure periods other than 50 years require the project to meet a Seismic Design Category "D" (SDC D) or more.

Accepted by:

Date:

Missouri Legal References

State Agencies:

Mo. Rev. Stat. § 34.046 (2017). Contract directly with other governmental entities for purchase of supplies

The commissioner of administration may contract directly with other governmental entities for the purchase of supplies. The commissioner of administration may also participate in, sponsor, conduct or administer a cooperative purchasing agreement whereby supplies are procured in accordance with a contract established by another governmental entity provided that such contract was established in accordance with the laws and regulations applicable to the establishing governmental entity.

Local Governments:

Mo. Rev. Stat. § 70.220 (2017). Political subdivisions may cooperate with each other, with other states, the United States or private persons--tax distribution agreement, authorized for certain counties and cities (Buchanan County and city of St. Joseph, Greene County and city of Springfield)

1. Any municipality or political subdivision of this state, as herein defined, may contract and cooperate with any other municipality or political subdivision, or with an elective or appointive official thereof, or with a duly authorized agency of the United States, or of this state, or with other states or their municipalities or political subdivisions, or with any private person, firm, association or corporation, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; provided, that the subject and purposes of any such contract or cooperative action made and entered into by such municipality or political subdivision shall be within the scope of the powers of such municipality or political subdivision.

About Sourcewell:

Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government. Minn. Const. art. XII, sec. 3. As a public corporation and agency, Sourcewell is governed by local elected municipal officials and school board members. Minn. Stat. § 123A.21 Subd. 4 (2017). Under its enabling statute, Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members. Id. at Subd. 7(23).

Sourcewell follows the competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies. Minn. Stat. § 471.59 (2017). Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America. § 123A.21 at Subd. 3.

SECTION IV

D

A RESOLUTION APPROVING TASK AGREEMENT NO. 2020-19 WITH JCI INDUSTRIES, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$12,628.00 UNDER THE ON-CALL PUMP REPAIR AND SERVICE AGREEMENT TO REPLACE THE ADD-A-PHASE ELECTRONIC POWER SUPPLY WITH VARIABLE FREQUENCY DRIVE (VFD) ELECTRONIC CONTROLS AT THE EFFERTZ SEWER LIFT STATION.

WHEREAS, the Add-a-Phase Electric Power Supply is over 15 years old at the Effertz Sewer Lift Station. The Add-a-Phase Electric Power Supply sends power to the pumps when they turn on. For the past several years, there have been numerous power outages at this location. The power supply is no longer dependable and has had costly repairs. Parts for this item are becoming harder to get and when this device malfunctions, it can take several days to weeks for parts to arrive. When this occurs, standby generators are used to supply power to the lift station. These generators are trailer mounted, expensive to rent, and hard to get depending upon the weather; and

WHEREAS, five contractors were contacted to provide bids to remove the Add-a-Phase Electric Power Unit and replace it with Variable Frequency Drive (VFD) Electronic Controls. JCI Industries, Inc. submitted the lowest and best bid in the not-to-exceed amount of \$12,628.00; and

WHEREAS, the City Council believes that Task Agreement No. 2020-19 with JCI Industries, Inc. in the not-to-exceed amount of \$12,628.00 is beneficial to the citizens of Belton to ensure power is more consistently provided at the Effertz Sewer Lift Station.

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

SECTION 1. That Task Agreement No. 2020-19 with JCI Industries, Inc., herein attached and incorporated to this Resolution as **Exhibit A**, is hereby approved for purposes described above.

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

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

Duly read and passed this ____ day of _____, 2020.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of ____, 2020, and adopted at a regular meeting of the City Council held the ____ day of ____, 2020 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: July 28, 2020

DIVISION: Public Works/Water Services

COUNCIL: ☒ Regular Meeting ☐ Work Session ☐ Special Session

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

ISSUE/RECOMMENDATION:

The Add-a-Phase Electric Power Supply is over 15 years old at the Effertz Sewer Lift Station. The Add-a-Phase Electric Power Supply sends power to the pumps when they turn on. For the past several years, there have been numerous power outages at this location. The power supply is no longer dependable and has had costly repairs. Parts for this item are becoming harder to get and when this device malfunctions, it can take several days to weeks for parts to arrive. When this occurs, standby generators are used to supply power to the lift station. These generators are trailer mounted, expensive to rent, and hard to get depending upon the weather.

The following contractors were contacted to provide bids to remove the Add-a-Phase Electric Power Unit and replace it with Variable Frequency Drive (VFD) Electronic Controls.

- JCI Industries, Inc.: \$12,628.00
- Cogent, Inc.: No bid submitted
- Four Seasons Electric, Inc.: \$19,900.00
- FTC Equipment: No bid submitted
- Mark One Electric Company, Inc.: \$18,172.00.

Staff recommends approving Task Agreement No. 2020-19 with JCI Industries, Inc. in the not-to-exceed amount of \$12,628.00 under the On-Call Pump Repair and Service Agreement to replace the Add-a-Phase Electronic Power Supply at the Effertz Sewer Lift Station with Variable Frequency Drive (VFD) Electronic Controls as the lowest and best bid.

FINANCIAL IMPACT

Contractor:	JCI Industries, Inc.
Amount of Request/Contract:	\$ 12,628.00
Amount Budgeted:	\$ 60,000.00
Funding Source:	FY2021 Wastewater Budget 660-0000-400-2030 Lift Station Maintenance
Additional Funds:	\$ n/a
Funding Source:	n/a
Encumbered:	\$ n/a
Funds Remaining:	\$ 47,372.00

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving Task Agreement No. 2020-19 with JCI Industries, Inc. in the not-to-exceed amount of \$12,628.00 under the On-Call Pump Repair and Service Agreement to replace the Add-a-Phase Electronic Power Supply with Variable Frequency Drive (VFD) Electronic Controls at the Effertz Sewer Lift Station.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Exhibit A - Task Agreement #2020-19 and JCI Industries, Inc. Quote/Scope of Work



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 2020-19 Effertz Lift Station VFD Installation	Funding Amount: \$ 12,628.00 Purchase Order No: n/a
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Project Title: Effertz Lift Station VFD Installation

Contractor/Consultant (including subs):
JCI Industries, Inc.

Division and Staff Project Manager:
Water Services Manager – Don Tyler, Jr.

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.):

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

Please see Add-A-Phase replacement with VFD's (Variable Frequency Drive) quote for Effertz Lift Station @ 161st & McDonald Lane.

Staff Signatures		Partner Signatures	
Director of Public Works: Greg Rokos	City Manager: Alexa Barton	Project Manager JCI Representative Print: Trevor Wilson	Company Principal (if different): JCI Representative Print: DIRK BENNETT, PE
Signature:	Signature: _____	Signature:	Signature:
Date: 07/21/2020	Date: _____	Date: 07/20/20	Date: 07/20/20

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

Project Discipline(s): Transportation _____ Planning _____ Water _____ Wastewater X Stormwater _____

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the Agreement, Water and Wastewater Pumping System Service Contract, R2018-6. Executed 01/09/2018.

Attach scope of work, budget, and other supporting material



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

Friday, July 17, 2020

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

Phone: 816-331-4331
Fax: 816-322-4620

Attention: Joe Don Harrell

Subject: Effertz Farm Add-A-Phase Unit Replacement

Quotation #: 0723227602TWIL
Please refer to this number when ordering

Joe Don Harrell:

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, July 17, 2020

Quote #: 0723227602TWIL

Item	Description	Qty	Unit Price
1.00	Yaskawa P1000 VFD Install <ul style="list-style-type: none">(2) JCI technicians on-site for one dayJCI technician on-site for a second dayRemove the old Add-A-Phase unitInstall Yaskawa P1000 VFD units (2)Truck Charge included	1	\$12,628.00

Terms & Conditions	
Lead Time 1-2 Weeks After Receiving Order	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.jcind.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 1/2% 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 acknowledgement 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.

SECTION IV

E

R2020-41

A RESOLUTION REAPPOINTING TOM MACPHERSON AND APPOINTING MARSHA VEST AND TODD CHRISTY TO THE PLANNING COMMISSION.

WHEREAS, Chapter 2, Article VI, Section 2-137 of the Belton Unified Development Code authorizes the appointment of members to the Belton Planning Commission by the Mayor of the City subject to the approval of the City Council; and

WHEREAS, Tom MacPherson's term expires August 1, 2020; he is hereby reappointed to serve as a member of the Planning Commission until August 1, 2024; and

WHEREAS, Holly Girgin's term expires August 1, 2020, and she has resigned her position; and

WHEREAS, Marsha Vest is hereby appointed so serve as a member of the Planning Commission until August 1, 2024; and

WHEREAS, Sally Davila has resigned her position on the Planning Commission; and

WHEREAS, Todd Christy is hereby appointed to the Planning Commission to fulfill Sally Davila's unexpired term until August 1, 2023, or until his successor is appointed.

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

SECTION 1. That the following named individuals constitute the Belton Planning Commission with terms of office as shown:

<u>NAME</u>	<u>EXPIRATION OF TERM</u>
RJ Warren	August 1, 2021
Kara Anderson	August 1, 2022
Kelly Monaghan-Bass	August 1, 2022
Todd Christy	August 1, 2023
Tim McDonough	August 1, 2023
Marsha Vest	August 1, 2024
Tom MacPherson	August 1, 2024
Mayor Jeff Davis	
City Council Liaison Chet Trutzel	

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

SECTION 3. That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Duly read and passed this 28th day of July, 2020.

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 28th day of July, 2020, and adopted at a regular meeting of the City Council held the 28th day of July, 2020 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, MISSOURI
APPLICATION FOR APPOINTMENT TO CITY
BOARDS AND COMMISSIONS

Date July 23, 2020

*Board/Commission of interest Planning Commission

*Name Marsha M. Vest

*Phone# 816-536-7369

*Home Address 501 London Way
Belton, MO 64012

*Do you reside within the city
limits of Belton? (circle one)

☒ Yes ☐ No

*E-mail pnbpch@yahoo.com

Length of residence in Belton 7 1/2 years

Why are you interested in serving on this Board or Commission? I was asked
by my neighbor, Lorrie Peck, and after learning
about what this committee does I became
very interested.

List other service on local boards or commission: I'm currently on the
P&ST committee and I've served on a number
of committees while I taught in Lee's Summit.

Other qualifications you have that may be helpful in serving on this particular board:

I am a retired teacher with a BS in Education,
a Master's in Reading Education. I've served on
a number of committees while teaching for 34
years. I graduated from Belton (1979) and am interested in new development
opportunities in Belton.

Signature: Marsha M. Vest

*Required information



CITY OF BELTON, MISSOURI
APPLICATION FOR APPOINTMENT TO CITY
BOARDS AND COMMISSIONS

Date 7/15/20

*Board/Commission of interest Planning Commission

*Name Todd Christy

*Phone# 8167858835

*Home Address 412 Bradford LN

*Do you reside within the city
limits of Belton? (circle one)

☒ Yes

No

*E-mail flylikeaneagle78@yahoo.com

Length of residence in Belton 13 years

Why are you interested in serving on this Board or Commission? public service

List other service on local boards or commission: Belton IDA

Other qualifications you have that may be helpful in serving on this particular board:

Signature: Todd Christy

*Required information

SECTION VI

A

AN ORDINANCE READOPTING ORDINANCE NO. 91-2073, AS AMENDED, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICT OF INTEREST AND SUBSTANTIAL INTEREST FOR CERTAIN MUNICIPAL OFFICIALS.

WHEREAS, the Missouri Ethics Commission requires that municipalities with an annual operating budget in excess of \$1 million shall readopt biannually the ordinance establishing procedures to disclose potential conflicts of interest and substantial interest for certain municipal officials; and

WHEREAS, the City of Belton adopted Ordinance 91-2073 originally in 1991, establishing the above procedure and now readopts every year since then; and

WHEREAS, the procedures set out in Ordinance 91-2073 have been amended from time to time and are codified and set out in Chapter 2, Article VI, Section 2-1121 through Section 2-1125 attached here as Exhibit “A.”

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

- Section 1.** That ordinance No. 91-2073, as amended, and as now set forth Chapter 2, Article VI, Section 2-1121 through Section 2-1125 attached here as Exhibit “A,” is hereby readopted in its entirety according to the directive of the Missouri Ethics Commission.
- Section 2.** The City Clerk shall send a certified copy of this ordinance or amendment to the Missouri Ethics Commission within ten days of its adoption.
- Section 3.** This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the City Council.

Read for the first time: July 28, 2020

Read for second time and passed:

Mayor Jeff Davis

Approved this ____ day of _____, 2020.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
of the 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 28th day of July, 2020, and thereafter adopted as Ordinance No. 2020-_____of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of July, 2020, 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

ARTICLE VI. - ETHICS

DIVISION 1. - GENERALLY

Secs. 2-1092—2-1120. - Reserved.

DIVISION 2. - CONFLICTS OF INTEREST

Sec. 2-1121. - Declaration of policy.

- (a) The proper operation of municipal government requires:
 - (1) That public officials and employees be independent, impartial and responsible to the people;
 - (2) That government decisions and policy be made in the proper channels of the governmental structure;
 - (3) That public office not be used for personal gain; and
 - (4) That the public have confidence in the integrity of its government.
- (b) In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

(Code 1976, § 2-191; Ord. No. 91-2073, § 1, 8-27-1991; Ord. No. 93-2215, § 1, 8-24-1993; Ord. No. 94-2261, § 1, 8-23-1994; Ord. No. 95-2320, § 1, 8-22-1995; Ord. No. 96-2400, § 1, 8-27-1996; Ord. No. 97-2464, § 1, 8-26-1997)

Sec. 2-1122. - Conflicts of interest.

The mayor or any member of the city council who has a substantial personal or private interest, as defined by state law, in any bill shall disclose on the records of the city council the nature of his or her interest and shall disqualify himself or herself from voting on any matters relating to this interest.

(Code 1976, § 2-192; Ord. No. 91-2073, § 2, 8-27-1991; Ord. No. 93-2215, § 1, 8-24-1993; Ord. No. 94-2261, § 1, 8-23-1994; Ord. No. 95-2320, § 1, 8-22-1995; Ord. No. 96-2400, § 1, 8-27-1996; Ord. No. 97-2464, § 1, 8-26-1997)

Sec. 2-1123. - Disclosure reports.

Each elected official, the chief administrative officer, the chief purchasing officer, the parks and recreation director and the general counsel (if employed full-time) shall disclose the following information by May 1 if any such transactions were engaged in during the previous calendar year:

- (1) For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of \$500.00, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and

- (2) The date and the identities of the parties to each transaction known to the person with a total value in excess of \$500.00, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- (3) The chief administrative officer, the chief purchasing officer, and the parks and recreation director also shall disclose by May 1 for the previous calendar year the following information:
 - a. The name and address of each of the employers of such person from whom income of \$1,000.00 or more was received during the year covered by the statement;
 - b. The name and address of each sole proprietorship that such person owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which such person was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;
 - c. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

(Code 1976, § 2-193; Ord. No. 91-2073, § 3, 8-27-1991; Ord. No. 94-2261, § 1, 8-23-1994; Ord. No. 95-2320, § 1, 8-22-1995; Ord. No. 96-2400, § 1, 8-27-1996; Ord. No. 97-2464, § 1, 8-26-1997; Ord. No. 2009-3563, § A, 8-25-2009; Ord. No. 2011-3746, § A, 8-23-2011)

Sec. 2-1124. - Filing of reports.

The reports shall be filed with the city clerk and with the secretary of state prior to January 1, 1993, and thereafter with the ethics commission. The reports shall be available for public inspection and copying during normal business hours.

(Code 1976, § 2-194; Ord. No. 91-2073, § 4, 8-27-1991; Ord. No. 93-2215, § 1, 8-24-1993; Ord. No. 94-2261, § 1, 8-23-1994; Ord. No. 95-2320, § 1, 8-22-1995; Ord. No. 96-2400, § 1, 8-27-1996; Ord. No. 97-2464, § 1, 8-26-1997)

Sec. 2-1125. - When filed.

The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

- (1) Each person appointed to office and required herein to file a financial disclosure statement shall file the statement within 30 days of such appointment or employment;
- (2) Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31, provided that any member of the city council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

(Code 1976, § 2-195; Ord. No. 91-2073, § 5, 8-27-1991; Ord. No. 93-2215, § 1, 8-24-1993; Ord. No. 94-2261, § 1, 8-23-1994; Ord. No. 95-2320, § 1, 8-22-1995; Ord. No. 96-2400, § 1, 8-27-1996; Ord. No. 97-2464, § 1, 8-26-1997)