



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, FEBRUARY 28, 2017 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – COUNCILMAN VAN WINKLE
- 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.

- V. PERSONAL APPEARANCES
- VI. ORDINANCES

- A. Motion approving final reading of Bill No. 2017-11:
AN ORDINANCE ACCEPTING A DONATION FROM AUSTIN AND ROBERTA LANDRETH FOR THE PURCHASE OF A NEW TELEVISION FOR FIRE STATION #1 AND APPROVING A RE-APPROPRIATION AND REVISION OF THE FISCAL YEAR 2017 ADOPTED CITY BUDGET TO PROPERLY ACCOUNT FOR THE DONATION AND EXPENDITURE.
- B. Motion approving final reading of Bill No. 2017-13:
AN ORDINANCE APPROVING AN ACQUISITION FUNDING AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI, AND BELTON 58 CHOPPER, LLC. FOR RIGHT-OF WAY ACQUISITION.
- C. Motion approving final reading of Bill No. 2017-15:
AN ORDINANCE APPROVING THE ENGAGEMENT OF TROUTT, BEEMAN AND COMPANY TO AUDIT THE CITY FINANCIAL RECORDS FOR FISCAL YEAR 2017.
- D. Motion approving final reading of Bill No. 2017-16:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO SERVICE AGREEMENT FOR ON-CALL WATER, WASTEWATER, AND STORMWATER SERVICES BETWEEN THE CITY OF BELTON AND WIEDENMANN, INC.

- E. Motion approving first reading of Bill No. 2017- 21:
AN ORDINANCE AUTHORIZING THE CITY COUNCIL TO APPROVE A WATER SHUT-OFF AGREEMENT FOR NON-PAYMENT OF SEWER SERVICES BETWEEN THE CITIES OF BELTON AND RAYMORE, MISSOURI AND DANNY AND PHYLLIS BERRY TO FACILITATE AND COORDINATE PROVIDING SANITARY SEWER TO THE BERRY PROPERTY ADJACENT TO THE CITY OF BELTON.

Page 4

- F. Motion approving first reading of Bill No. 2017- 22:
AN ORDINANCE DETERMINING THE SALARY OF THE POLICE CHIEF POSITION TO BE ELECTED ON APRIL 4, 2017.

Page 14

- G. Motion approving first reading of Bill No. 2017- 23:
AN ORDINANCE APPROVING A LEASE AGREEMENT WITH CANON SOLUTIONS AMERICA, INC. FOR A CANON 7570 COPIER FOR CITY HALL TO REPLACE THE CURRENT CANON 7270 COPIER.

Page 17

- H. Motion approving both readings of Bill No. 2017- 24:
AN ORDINANCE APPROVING A SPECIAL-USE PERMIT TO ALLOW USED AUTO SALES AND SERVICE ON PROPERTY ZONED C-2- (GENERAL COMMERCIAL) TO BE LOCATED AT 1421 E. NORTH AVENUE IN BELTON, MISSOURI.

Page 28

- VII. RESOLUTIONS
- VIII. CITY COUNCIL LIAISON REPORTS
- IX. MAYOR'S COMMUNICATIONS
- X. CITY MANAGER'S REPORT
- XI. MOTIONS
- XII. OTHER BUSINESS
- XIII. ADJOURN

SECTION VI

E

AN ORDINANCE AUTHORIZING THE CITY COUNCIL TO APPROVE A WATER SHUT-OFF AGREEMENT FOR NON-PAYMENT OF SEWER SERVICES BETWEEN THE CITIES OF BELTON AND RAYMORE, MISSOURI AND DANNY AND PHYLLIS BERRY TO FACILITATE AND COORDINATE PROVIDING SANITARY SEWER TO THE BERRY PROPERTY ADJACENT TO THE CITY OF BELTON.

WHEREAS, on June 28, 2016, under Ordinance No. 2016-4240 the Belton City Council approved a general agreement to service any Raymore resident who would get approved for connection to the Belton sewer system; however, the Raymore City Council did not want to approve such an agreement and instead has taken that agreement and customized it to the Berry property as in **Exhibit A** herein attached and incorporated to this Ordinance; and

WHEREAS, Article VI, Section 16 of the Missouri Constitution and RSMo Section 70.220 authorize cooperative agreements between municipalities; and

WHEREAS, RSMo Sections 393.015 and 393.016 authorizes a municipality supplying sewer service to contract for termination of water services to customers failing to pay their sewer bills; and

WHEREAS, Belton and Raymore desire to enter into this Agreement to efficiently and effectively provide sewer services to the Berry property through Belton’s sanitary sewer system and utilize the water data collection and enforcement services of Raymore; and

WHEREAS, Belton provides sewer services to persons within its corporate limits for a fee and has capacity to provide sewer services to persons outside the corporate limits on a case-by-case basis to promote health, safety and general welfare of citizens of Belton and those persons proximate to the city limits.

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

SECTION 1. That the Water Shut-Off Agreement for Non-payment of Sewer Services, pertaining to the Berry property at 16101 Kentucky, Raymore, Missouri, herein attached and incorporated to this Ordinance as **Exhibit A**, is approved.

SECTION 2. This ordinance shall take effect and be in full force from and after its passage and approval by the City of Belton, the City of Raymore and Danny and Phyllis Berry.

SECTION 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed, including Ordinance No. 2016-4240.

READ FOR THE FIRST TIME: February 28, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2017.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2017, and thereafter adopted as Ordinance No. 2017-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2017, after the second reading thereof by the following vote, to-wit:

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

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



Document Title:	Water Shut-Off Agreement for Nonpayment of Sewer Services
Document Date:	_____, 2017
Grantor:	Danny Berry and Phyllis J. Berry, husband and wife
Grantees:	City of Belton, Missouri, a municipal corporation City of Raymore, Missouri, a municipal corporation
Grantees' Addresses:	Belton = 506 Main Street, Belton, MO 64012 Raymore = 100 Municipal Circle, Raymore, MO 64083
Legal Description:	See Exhibit "A" attached hereto
Reference Document/Book/Page:	Document No. 573, Book 975, Page 100

WATER SHUT-OFF AGREEMENT FOR NONPAYMENT OF SEWER SERVICES
DANNY BERRY AND PHYLLIS J. BERRY, HUSBAND AND WIFE
CITY OF BELTON, MISSOURI
CITY OF RAYMORE, MISSOURI

THIS AGREEMENT entered into this ____ day of _____, 2017, by and between Danny Berry and Phyllis J. Berry, husband and wife ("GRANTORS"), the City of Belton, Missouri, a municipal corporation and charter home rule city, acting by and through its Mayor (hereinafter referred to as "BELTON") and the City of Raymore, a municipal corporation and charter home rule city, acting by and through its Mayor (hereinafter referred to as "RAYMORE"), BELTON and RAYMORE hereinafter collectively referred to as "GRANTEES",

WHEREAS, Article VI, Section 16 of the Missouri Constitution and RSMo Section 70.220 authorize cooperative agreements between municipalities; and

WHEREAS, RSMo Sections 393.015 and 393.016 authorizes a municipality supplying sewer service to contract for termination of water services to customers failing to pay their sewer bills; and

WHEREAS, GRANTORS and GRANTEES desire to enter into this Agreement to efficiently and effectively provide sewer services through BELTON's sanitary sewer system to the real property (hereinafter the "PROPERTY") owned by GRANTORS and legally described on the attached Exhibit "A", and to utilize the water data collection and enforcement services of RAYMORE; and

WHEREAS, BELTON provides sewer services to persons within its corporate limits for a fee and has capacity to provide sewer services to GRANTORS and their PROPERTY which lies outside the corporate limits of BELTON.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

TERM. The term of this Agreement shall be three (3) years from the date of execution. This Agreement shall automatically renew for successive three year terms subject to agreement by RAYMORE and BELTON to a revised price or unless, no later than six (6) months prior to end of the term, Notice of Intent Not to Renew is given one party to the others.

RIGHTS AND RESPONSILBILITES:

1. RAYMORE agrees to send to BELTON on a monthly basis the amounts of water consumed by GRANTORS, their successors and assigns, or their occupant for BELTON's billing purposes in calculating sewer usage and charges for the PROPERTY. RAYMORE agrees to observe the same diligence, policies and procedures in accumulating and supplying the information for the PROPERTY as is used by RAYMORE in its own accounts.
2. Upon failure of GRANTORS or their successors and assigns or occupants to pay for sewer services under the policies and procedures of BELTON, BELTON shall provide to RAYMORE the delinquent balance for purposes of disconnecting and upon proper payment, for re-establishing sewer and water services for the PROPERTY subject to any notice requirements that may be imposed by Section 393.015 RSMo.

3. RAYMORE agrees that when it is directed by BELTON to discontinue water service to GRANTORS or their successors and assigns, or occupants of the Property for failing to pay any or all sewer charges billed, it will not re-establish water service unless or until such time as all sewer service charges are paid to BELTON in full for the GRANTORS or their successors and assigns, or occupants of the Property.
4. BELTON shall pay RAYMORE for services provided herein as follows:
 - a) Two dollars and fifty cents (\$2.50) per month for RAYMORE reading the meter and transmitting the water usage of the PROPERTY to BELTON; RAYMORE shall notify BELTON of any change of customer without additional charge.
 - b) BELTON shall pay RAYMORE a fee of seventy – five dollars (\$75.00) for the disconnection of water service pursuant to this Agreement and this fee shall include the charge for reconnection of water service as directed by BELTON.
5. RAYMORE shall submit a monthly invoice to BELTON for the above amounts. Payment by BELTON shall be due the twentieth (20th) day after receipt of the preceding month's invoice for service.
6. The parties understand and agree that the payments contemplated in this Agreement for all fiscal years starting with the date of execution of this Agreement, are subject to appropriation by the respective GRANTEE's annual budgets for these fiscal years. The GRANTEES agree to use their best efforts to appropriate all funds necessary to perform this Agreement.
7. Nothing contained in this Agreement shall impair in any way RAYMORE's right under state or federal law, state or federal regulations or RAYMORE's own policies to terminate water service for any reason other than non-payment of the water or sewer bill.
8. GRANTORS enter into this Agreement as third-party beneficiaries for the sole purpose of acknowledging the effect of this Agreement upon their PROPERTY which shall be an ongoing obligation and encumbrance on the same for as long as they, their successors and assigns, and their occupants shall utilize BELTON sewer services for the PROPERTY.
9. GRANTORS and GRANTEES acknowledge that this Agreement, when approved shall be recorded so as to provide a public record on the title to the PROPERTY.

LIABILITY AND INDEMNIFICATION. RAYMORE's liability under the terms of this Agreement shall be limited solely and exclusively to any loss sustained by BELTON by reason of RAYMORE's failure to accurately transmit to BELTON information on water usage and handling of disconnection and reconnection of services. In consideration of RAYMORE's agreement to perform the duties imposed upon it by this Agreement, BELTON does hereby for itself, its successors and assigns release, relinquish and discharge and further agrees to indemnify, protect and hold RAYMORE its successors and assigns, harmless from any and all actions, causes of action, or suits at law or in equity of whatsoever kind and nature, claims, demands, liabilities, damages or expenses, including attorneys' fees, which may hereafter be asserted against RAYMORE in connection with any RAYMORE action or inaction relating to RAYMORE's obligation undertaken pursuant to the terms of this Agreement, other than the obligation to accurately transmit information on water usage, and handling of disconnection and reconnection of services if such action or inaction is taken or omitted by RAYMORE in good faith and did not result from the negligence of RAYMORE.

GENERAL PROVISIONS

1. This Agreement contains the complete agreement of the parties and shall, as of the effective date hereof; supersede all other agreements (written or verbal) between the parties related to the subject matter of this Agreement.
2. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or a duly authorized representative of each party.
3. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed in full force and effect as if they had been signed by both parties subsequent to the removal of the invalid provision.
4. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri. The court of the state of Missouri shall have jurisdiction over any dispute which arises under this Agreement, and each of the parties shall submit and hereby consents to such courts exercise of jurisdiction.

5. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of the terms of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.
6. The provisions of this Agreement shall not be deemed to create any third-party benefit hereunder for any other member of the public except the GRANTORS, their successors and assigns, or the occupants of the PROPERTY, to maintain suit pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DANNY BERRY

PHYLLIS J. BERRY
"GRANTORS"

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this _____ day of _____, 2017, before me a Notary Public in and for the said County and State, personally appeared DANNY BERRY and PHYLLIS J. BERRY, husband and wife, to me known to be the persons who executed the within and foregoing Water Shut-Off Agreement For Nonpayment of Sewer Services, who, being first duly sworn, stated that said Water Shut-Off Agreement For Nonpayment of Sewer Services is true and correct and duly acknowledged to me that they executed the same as their free and voluntary act and deed.

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

Notary Public

My Commission Expires:

CITY OF BELTON

Mayor

Attest:

City Clerk

CITY OF RAYMORE

Mayor

Attest:

City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION

A part of the West Half of the Southwest Quarter of Section 5, Township 46, Range 32, Raymore, Cass County, Missouri, described as follows: Beginning at a point in the West line of and 1111 feet North of the Southwest corner of the Southwest Quarter of said Section 5; running thence East, parallel to the South line of the Southwest Quarter of said section, a distance of 825 feet; thence North and parallel to the West line of said Southwest Quarter, 264 feet; thence West and parallel to said South line a distance of 825 feet; thence South along said West line, 264 feet to the point of beginning, subject to that part thereof in road.

Subject to easements, restrictions and reservations, if any, of record.

SECTION VI

F

AN ORDINANCE DETERMINING THE SALARY OF THE POLICE CHIEF POSITION TO BE ELECTED ON APRIL 4, 2017.

WHEREAS, Article VII, Section 13 of the Missouri Constitution provides that the compensation of state, county and municipal officers shall not be increased during the term of office; and

WHEREAS, Article VIII, Section 8.5 of the Charter of the City of Belton, Missouri provides that the City Council shall determine the annual compensation of the Chief of Police by ordinance, but no ordinances changing such compensation shall become effective for the Chief of Police until the commencement of a new term of office; and

WHEREAS, the City Council desires to set the salary for the Police Chief for the upcoming term of April 4, 2017, through April 6, 2021, in accordance with the Missouri Constitution and City Charter provision; and

WHEREAS, the Police Chief position is classified in the City of Belton Salary Schedule classification, completed in 2013, as a Grade 67.

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

Section 1. That the compensation for the Chief of Police position elected on April 4, 2017, shall be as follows through the term of April 4, 2017, to April 5, 2021:

<i>Annual</i>	<i>Grade/Step</i>	<i>Compensation</i>
<i>April 4, 2017 to April 5, 2018</i>	<i>67-15</i>	<i>The base salary shall be \$111,438.29</i>
<i>April 5, 2018 to April 5, 2019</i>	<i>67-16</i>	<i>The base salary</i>
<i>April 5, 2019 to April 5, 2020</i>	<i>67-17</i>	<i>The base salary</i>
<i>April 5, 2020 to April 5, 2021</i>	<i>67-18</i>	<i>The base salary</i>

Section 2. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the City Council.

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

READ FOR THE FIRST TIME: February 28, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2017.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2017, and thereafter adopted as Ordinance No. 2017-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2017, after the second reading thereof by the following vote, to-wit:

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

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

SECTION VI

G

AN ORDINANCE APPROVING A LEASE AGREEMENT WITH CANON SOLUTIONS AMERICA, INC. FOR A CANON 7570 COPIER FOR CITY HALL TO REPLACE THE CURRENT CANON 7270 COPIER.

WHEREAS, on November 26, 2013 under Resolution R2013-62, the City Council approved a 36 month lease agreement with Canon Solutions America, Inc. for a Canon 7270 copier for City Hall and this lease is now expired; and

WHEREAS, Code Section 2-927 of the City of Belton, Missouri encourages participation in cooperative purchasing programs; and

WHEREAS, Canon Solutions America, Inc. has entered into a competitively bid pricing contract with the National Intergovernmental Purchasing Alliance (NIPA) and as a local government office the City is an eligible participant; and

WHEREAS, Canon Solutions America, Inc. has submitted a proposal through the competitive bid pricing for lease of a Canon 7570 copier for City Hall that meets high service demands and provides for complete maintenance services.

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

- Section 1.** That the City Council hereby authorizes and approves the Unified Lease Agreement, herein attached and incorporated to this ordinance, with Canon Solutions America, Inc. for a Canon 7570 copier for City Hall.
- Section 2.** That the Assistant City Manager is hereby authorized to sign the Agreement on behalf of the City.
- Section 3.** That this ordinance shall be in full force and effect from and after its passage and approval.
- Section 4.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: February 28, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ___ day of _____, 2017.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ___ day of _____, 2017, and thereafter adopted as Ordinance No. 2017-___ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ___ day of _____, 2017, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CANON SOLUTIONS AMERICA
 Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

UNIFIED LEASE AGREEMENT

#ULS S0659525.02

Salesperson: Foster Clayton Vielock

Order Date: 2/22/2017

Customer ("You"): Customer Account: <u>1865712</u>		Organization Information	
Company Legal Name: <u>CITY OF BELTON</u>		Federal Tax Identification Number (TIN):	
Doing Business As:		<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Non-Profit Corporation <input checked="" type="checkbox"/> State or Local Government <input type="checkbox"/> Sole Proprietorship If selected, complete Date of Birth _____	
Billing Address: <u>506 MAIN ST</u>		Chief Executive Office and address for notices:	
City: <u>BELTON</u>	County: <u>CASS</u>	Address:	
State: <u>MO</u>	Zip: <u>64012</u>	City: _____ State: _____ Zip: _____	
Phone: <u>816.331.4331</u>	Fax:		
Contact: <u>Andrea Cunningham</u>	E-Mail: <u>acunningham@belton.org</u>		

Lease Information		Payment *		Amount Due at Signing	
Lease Term <u>48</u> Months		\$ <u>508.00</u> (* Plus applicable taxes)		# of Payments in Advance: <u>0</u>	
Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly		End of Lease Term Purchase Option *		TOTAL DUE AT SIGNING * \$ <u>0.00</u>	
		<input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 <input type="checkbox"/> Other _____ (estimated)		Check must accompany agreement	
				<input checked="" type="checkbox"/> Tax Exempt (Attach certificate)	

Equipment Description: See Schedule A

Equipment Maintenance	Select 1 option: <input checked="" type="checkbox"/> Included for all Equipment <input type="checkbox"/> Included, except for Equipment excluded on Schedule A <input type="checkbox"/> Declined <input type="checkbox"/> Under separate agreement
Excess Per Image Charge Billing Cycle <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other _____	Coverage Plan <input checked="" type="checkbox"/> Per Unit <input type="checkbox"/> Fleet <input type="checkbox"/> Aggregate <small>If adding to existing fleet, applicable contract # _____</small>
Consumables Inclusive <input checked="" type="checkbox"/> Toner (excludes clear) <input checked="" type="checkbox"/> Other Staples _____	Charges See Schedule A
PO Required <input type="checkbox"/> Yes PO# _____ <input checked="" type="checkbox"/> No	

Personal Guaranty

The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of CANON SOLUTIONS AMERICA, INC. ("CSA") entering into a unified lease agreement (together with any schedules or supplements thereto, "Agreement") with the customer identified above ("Customer"), irrevocably and unconditionally, jointly and severally, guarantee to Lessor (as defined in the Agreement) and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all terms of the Agreement and any other transaction between Customer and Lessor (or CSA as assigned to Lessor) (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.

If any payment applied by Lessor on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to CSA and Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date. Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor (or CSA as assigned by Lessor) and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.

Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities or any part thereof and in enforcing the Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CSA AND LESSOR, BY THEIR ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Guarantors agree that CSA and Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.

Printed Name: _____ Signature: _____ (no title) Date: _____
 Address: _____ Phone: _____
 Printed Name: _____ Signature: _____ (no title) Date: _____
 Address: _____ Phone: _____

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE THE ITEMS LISTED ON SCHEDULE A OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE GENERAL TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. The undersigned and CSA have each caused this Agreement to be executed as of the date first written below.

Customer's Authorized Signature: _____ Date: _____
 Printed Name: _____ Title: _____
 CSA Authorized Signature: _____ Date: _____
 Printed Name: _____ Title: _____

1. LEASE OF EQUIPMENT AND SOFTWARE

1.1 Listed Items; Commencement of Lease; Lessor. CSA shall supply, for lease by you as provided below, and you shall lease the units of equipment ("Equipment") and licenses of software with separate support contracts, if applicable ("Listed Software"); and together with the Equipment and all replacements and additions thereto, "Listed Items") indicated on Schedule A. The initial lessor is Canon Financial Services, Inc. (together with any future successors or assignees of its rights as lessor, "Lessor"). You shall keep the Listed Items at the "Ship To" location, not move them to another location without the prior written consent of Lessor (defined below), and keep them free and clear of all liens and encumbrances. This Agreement shall be effective on the date the Listed Items are delivered to you ("Lease Commencement Date"). The term of this Agreement begins on the date accepted by Lessor or any later date that CSA designates ("Agreement Date") and shall continue for an initial term of the number of months specified on page 1 (together with any renewal periods, "Lease Term"). Your execution of an acceptance certificate provided by CSA shall conclusively establish that the Listed Items have been delivered to and irrevocably accepted by you. If you have not, within 10 days after delivery of Equipment, delivered to Lessor written notice of non-acceptance of any Equipment, specifying the reasons and referencing this Agreement, you shall be deemed to have irrevocably accepted the Equipment. After acceptance, you shall have no right to cancel this Agreement or return the Listed Items prior to the end of the Lease Term for any reason whatsoever, including termination of any maintenance services that may be provided by CSA under this or any separate agreement. Title to all Listed Items shall be transferred by CSA to Lessor. CSA shall assign to Lessor all of its rights (but none of its obligations) with respect to the Listed Items, including the right to receive all Payments. Lessor does not and shall not assume any obligations under this Agreement. CSA shall remain solely liable for the performance of all maintenance, service, and warranty obligations described in this Agreement.

1.2 Payments and Costs. You shall pay to Lessor each billing period the fixed base and, if applicable, the fixed maintenance amounts and per image charges and all other amounts, as listed and specified on page 1 and Schedule A and such other amounts permitted in this Agreement as invoiced by Lessor (collectively, "Payments"; per image charges are the "Usage Payments", and all other Payments are the "Fixed Payments"). The per image charges included within the Usage Payments are subject to an annual increase of up to 10% (as determined by CSA in its sole discretion) either (i) on each anniversary of the Lease Commencement Date or (ii) once in each calendar year if you have selected the Aggregate Coverage Plan. Fixed Payments are fixed for the initial term. Prepaid charges shall not be refundable except as provided in Paragraph 2.1(b). Invoices shall be due and payable upon receipt. All Payments will be applied in such order as Lessor, in its discretion, may determine. This lease is a net lease. Fixed Payments shall be made without set-off or deduction, even if the Listed Items malfunction and irrespective of any non-performance by CSA of its maintenance obligations. You authorize Lessor to adjust the Payments and the End of Term Purchase Option amount (if specified on page 1) ("Purchase Option") by up to 15% if the actual cost of the Listed Items and any related services and supplies, including any sales and use tax, exceed CSA's estimates on which such amounts were based. You shall pay a \$85 documentation fee and any applicable taxes (including personal property tax), expenses, charges and fees imposed with respect to the Listed Items, the Payments or your performance or non-performance under this Agreement, and you shall reimburse Lessor for the same plus processing fees (collectively, "Costs"). You agree that Lessor may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder and in no event shall any amount paid in advance earn interest unless required by applicable law. If any Payments are late, you shall pay (a) the actual and reasonable costs and expenses of collection, including attorneys' fees, whether or not suit is brought, (b) a late charge equal to the higher of 10% of the amount due or \$25, as reasonable liquidated damages, and (c) if Lessor should bring court action, you agree that attorney fees equal to 25% of the amount sought shall be deemed reasonable, in each case not to exceed the maximum amount permitted by law.

1.3 Purchase Options; Return. (a) **END OF TERM PURCHASE OPTION.** To elect this option, you shall give Lessor 60 days' prior irrevocable written notice (unless the Purchase Option price is \$1.00) that you will purchase, upon the expiration of the Lease Term, all the Listed Items at the Purchase Option price plus any Costs. (b) **PRIOR TO MATURITY PURCHASE.** You may, upon 60 days' prior irrevocable written notice, purchase all the Listed Items at a price equal to the sum of all remaining Payments, plus the Fair Market Value, plus Costs. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time you notify Lessor of your intent to purchase the Listed Items. (c) Listed Item purchases shall be "AS-IS WHERE-IS" without warranty, except for title; purchases of licenses of Listed Software are subject to the terms thereof. (d) Unless this Agreement contains a \$1.00 Purchase Option, this Agreement shall automatically renew on a month to month basis at the same Payment amount (subject to increase of Usage Payments) and frequency unless you, at least 60 days before the end of the Lease Term, send to Lessor written notice (the "End of Term Notice") that you either (i) are purchasing all (but not less than all) of the Equipment in accordance with the terms hereof, or (ii) do not want to renew this Agreement, and at the end of the Lease Term shall return the Equipment as provided below. Unless this Agreement automatically renews or you purchase the Equipment as provided in this Agreement, you shall, at the termination of the Lease Term, return the Equipment at your sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge you a restocking fee equal to the greater of one Fixed Payment or \$250 for the processing of returned Listed Items. If for any reason you fail to return any Equipment to Lessor as provided in this Agreement by the last day of the Lease Term, you shall pay to Lessor upon demand one billing period's Fixed Payment for each billing period or portion thereof that such return is delayed. If you fail to provide the required End of Term Notice and return the Equipment at the end of such Lease Term, you shall pay to Lessor upon demand the 60 day equivalent of Fixed Payments to satisfy the End of Term Notice period referenced above. You shall reimburse Lessor for any costs incurred by Lessor to place the Listed Items in good operating condition.

2. MAINTENANCE. YOU SHALL RECEIVE THE MAINTENANCE DESCRIBED IN THIS PARAGRAPH 2 ("Maintenance") ONLY IF YOU HAVE ACCEPTED MAINTENANCE ON PAGE 1. Such services are subject to the exclusions hereinafter described. Maintenance provided to you under separate agreement between CSA and you shall be governed solely by the provisions thereof.

2.1 Covered Service. (a) CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed between 8:30 A.M. and 5:00 P.M. Monday through Friday, except holidays. (b) You shall afford CSA reasonable access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CSA's service coverage area. If, in CSA's

opinion, any Equipment cannot be maintained in good working order through CSA's routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of its maintenance obligations as to such Equipment and refund the unearned portion of any prepaid Usage Payments. Parts or Equipment replaced or removed by CSA in connection with Maintenance shall become the property of Lessor and you disclaim any interest in them. (c) Installation/Implementation of Listed Software may be at an additional charge except to the extent included as a Listed Item, and may be conditioned on your agreement to a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (d) Support for Listed Software is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed Item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis. (e) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment and for Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Listed Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. (f) CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software (except that for certain Listed Software, Level 1 support shall be provided only if and so long as a separate software support contract for such Listed Software from the developer thereof is in effect). Level 1 support consists of (i) providing help-line telephone assistance in operating the Listed Software and identifying service problems in the Listed Software, and attempting to troubleshoot any such problems; (ii) escalating operating problems to the applicable developer of the Listed Software as needed to rectify such problems, including facilitating contact between you and the developer of the Listed Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same.

2.2 Maintenance Term and Charges. (a) Maintenance shall start on the Lease Commencement Date and shall continue for the Lease Term. (b) Consumables Inclusive Maintenance includes replenishment of toner only (and other consumables, but only if specified on page 1) Toner is supplied for exclusive use with the Equipment. CSA may terminate the Maintenance if you use consumables in a different manner. If your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement or Maintenance. (c) If you selected the Fleet or Aggregate Coverage Plan on page 1, the Covered Images Included shall apply to all of the Equipment on Schedule A unless otherwise indicated. If specified on page 1 that the Listed Items are being added to an existing fleet under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (d) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (e) Unless otherwise indicated on Schedule A, you authorize CSA to use networked features of the Equipment including imageWARE to receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. This feature is not capable of sending or receiving image data. (f) You shall provide meter readings to CSA in accordance with the Meter Read Method selected. If you selected CSA's eManage website, you shall complete CSA's registration process governing access to and use of such website. CSA may change your meter read options from time to time upon 60 days' notice. If CSA does not receive timely meter readings from you, you shall pay invoices that reflect CSA's estimates of meter readings. CSA may verify the accuracy of any meter readings from time to time and invoice you for any shortfall in the next invoice. (g) You agree that CSA may suspend performance of Maintenance if and so long as any Payments are overdue, and that any such suspension shall not in and of itself be deemed a termination of this Agreement.

2.3 Non-Covered Service. The following services are not included within Maintenance and shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumables not provided as part of Consumable Inclusive Maintenance identified on page 1, including, without limitation, paper, toner, ink, waste containers, fuser oil, staples, other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software not supplied by CSA; service performed by anyone other than CSA; accident; use of Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation, or relocation of Equipment; (d) repairs to or realignment of Equipment and related training necessitated by changes made to your system configuration or network environment; (e) work requested to be performed outside of CSA's regular business hours; and (f) repair of any network/system connection devices, except when listed on page 1. If you have NOT selected Maintenance on page 1, any of the maintenance services described in Paragraph 2.1 above shall be available only upon your request, either under separate agreement with CSA or invoiced in accordance with CSA's then current labor, parts and supply charges. Installation of certain Listed Software may also require a separate agreement between you and CSA setting forth the scope of work, your responsibilities in connection with such installation, and other terms and conditions as required by CSA. Such separate agreement(s) shall solely govern, and this Agreement shall not apply to, the services described therein.

3. CSA CUSTOMER SATISFACTION POLICY. If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. If a replacement unit is provided, the lease

hereunder of the replaced unit shall be deemed terminated and the replacement unit shall be deemed a "Listed Item" for the lease and all other purposes of this Agreement. This policy shall apply only if you are not in default of this Agreement and Maintenance under this Agreement has not been canceled or terminated.

4. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that Lessor is not storing Data on behalf of you and that exposure or access to the Data by CSA or Lessor, if any, is purely incidental to the services performed by CSA or Lessor. Neither CSA nor Lessor nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or Lessor or any other disposition of the Equipment by you. You are solely responsible for: (A) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case you should properly destroy the replaced hard drive). You shall indemnify Lessor, CSA, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA or Lessor applies, or could be construed to apply to Data.

5. LIMITED WARRANTY; EXCLUSIONS & LIMITATIONS; INDEMNIFICATION

5.1 Limited Warranty. Equipment is warranted only as provided in the manufacturer's warranty provided with the Equipment (for CANON brand Equipment, the manufacturer's warranty is provided by Canon U.S.A., Inc.). End user warranties, if any, for Listed Software are provided solely by the developers or suppliers of the Listed Software. So long as you are not in breach or default of this Agreement, Lessor assigns to you, solely for the purpose of making and prosecuting any such claim, the rights, if any, which Lessor may have under all such warranties for the Listed Items.

5.2 Disclaimer of Warranties. LESSOR IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE LISTED ITEMS. AS BETWEEN YOU AND LESSOR, THE LISTED ITEMS ARE LEASED "AS IS" AND ARE OF A SIZE, DESIGN, AND CAPACITY SELECTED BY YOU. LESSOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LISTED ITEMS. The warranties, if any, provided for any of the Listed Items are enforceable by you only against the Canon company or third party making such warranties, not against any Lessor. CSA is not an agent or representative of Lessor and is not authorized to waive or alter any of Lessor's rights or make any representation for Lessor about the Listed Items, except to the extent set forth in this Agreement. EACH OF CSA AND LESSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR CSA'S SERVICES. THE FURNISHING OF MAINTENANCE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION OR USE OF ANY OF THE LISTED ITEMS.

5.3 Limitation of Liability. NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY SUCH PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA OR LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.4 Indemnification. You shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Listed Items, before and after the Lease Term ends.

6. ADDITIONAL LEASE REQUIREMENTS.

6.1 Warranty of Business Purpose; Maintenance. You warrant that the Listed Items will not be used for personal, family or household purposes. If at any time for any reason whatsoever CSA's maintenance obligations have terminated, at your sole expense you shall keep the Equipment in good working order and supply and install replacement parts and accessories when required to maintain the Equipment. Any such replacements shall be the property of Lessor and shall be deemed Equipment.

6.2 Risk of loss; Insurance. Effective upon delivery to you, you shall bear the entire risk of any loss or theft of or damage to the Equipment ("Loss"). You shall obtain and maintain during the term hereunder including all renewals and extensions, at your expense, (a) property insurance for the full replacement value of the Equipment and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor 30 days' prior written notice of alteration or cancellation. You shall deliver certificates or other evidence of insurance to Lessor. You appoint Lessor as your attorney-in-fact solely to make claim for, receive payment of, and execute and endorse documents, checks, or drafts for any Loss. If within 10 days after request you fail to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interest in the Equipment, and add the costs of maintaining such insurance, and an administrative fee, to the amounts due from you under the Agreement. Lessor and any of its affiliates may make a profit on the foregoing. You shall promptly (i) repair or replace any Equipment subject to a Loss or (ii) pay to Lessor the Remaining Lease Balance (defined below). No Loss shall relieve you of any obligation under this Agreement.

7. DEFAULT; REMEDIES. You shall be in default of this Agreement if: (a) you fail to make any Payments when due or perform any of your other obligations under this Agreement; (b) you fail to make payments when due of any indebtedness to Lessor; (c) you or any guarantor of your obligations ("Guarantor") cease doing business as a going concern; (d) you or any Guarantor become insolvent or make an assignment for the benefit of creditors; (e) a petition or proceeding is filed by or against you or any Guarantor under any bankruptcy or insolvency SL5-1115 CFS-1208 September 2016

law; (f) a receiver, trustee, conservator, or liquidator is appointed for you, any Guarantor, or any of your or any Guarantor's property; (g) any statement, representation or warranty made by you or any Guarantor to CSA or Lessor is incorrect in any material respect; or (h) you or any Guarantor who is a natural person die. If you are in default, you shall pay for Lessor's reasonable collection and other costs, and without limiting any of CSA's rights hereunder or under applicable law, Lessor may exercise (on behalf of itself and, as applicable, CSA) any one or all of the following remedies: (1) declare all unpaid Payments (other than per image charges) immediately due and payable, with Lessor retaining title to the Listed Items; (2) terminate any and all agreements with you; (3) without notice, demand or legal process, retake possession of the Listed Items (and you authorize Lessor to enter upon the premises where the Listed Items may be found) and (A) retain the Listed Items and all Payments and other sums paid, (B) re-lease the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the value attributed to the Listed Items by Lessor for purposes of calculating the payments under the new lease agreement, or (C) sell the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (4) pursue any other remedy permitted at law or in equity. Lessor may sell the Listed Items after preparing them or not and may disclaim warranties of title and the like. If the Listed Items are not available for sale, you shall be liable for the Remaining Lease Balance and any other amounts due. The "Remaining Lease Balance" shall be the sum of: (i) all Fixed Payments then owed by you to Lessor; (ii) the present value of all remaining Fixed Payments for the full Lease Term; (iii) the Purchase Option price of the Listed Items indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value, Fixed Payments shall be discounted at 3% per year.

8. SECURITY; WAIVER. You authorize Lessor to file any form of financing or continuation statements and amendments thereto. THE LEASE CREATED BY THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"). LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE, AND YOU IRREVOCABLY WAIVE ANY RIGHT OF NOTICE THEREOF. YOU WAIVE YOUR RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522. If the lease is determined not to be a true lease, you grant Lessor a security interest in the Listed Items. Your exact legal name, your chief executive office address, and your jurisdiction of organization are as set forth on page 1; if you change any of them or the corporate structure, you shall provide prior written notice to Lessor 30 days before such change. Upon request, you will execute and deliver to Lessor such documents as required or appropriate.

9. GENERAL

9.1 Choice of Law and Forum. THIS AGREEMENT SHALL FOR ALL PURPOSES BE GOVERNED BY THE LAWS OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN CAMDEN OR BURLINGTON COUNTY, NEW JERSEY, OR AT LESSOR'S OPTION IN ANY STATE WHERE YOU OR THE EQUIPMENT ARE LOCATED. YOU WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS, TO VENUE AND TO CONVENIENCE OF FORUM. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE, SHALL BE COMMENCED, IF AT ALL, WITHIN 1 YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

9.2 Entire Agreement; Electronic Acceptance. This Agreement shall be binding upon you when you sign it, upon CSA when CSA has installed the Equipment, and upon Lessor when you have accepted the Listed Items. All provisions of this Agreement, including Section 4, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. CSA or Lessor may insert missing or correct other information including the Listed Item description, serial number, and location; and corrections to your legal name; but otherwise this Agreement (together with any separate agreement entered into between you and CSA as described in Section 2.3 above) constitutes the entire agreement between the parties with respect to the subject matter hereof. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement shall be binding upon Lessor or CSA as a warranty or otherwise unless it is contained in the original of this Agreement. This Agreement shall not be modified or amended except in a written amendment signed by an authorized signer of CSA and you. If a court finds any provision to be unenforceable, the remaining provisions shall remain in full force and effect. You expressly disclaim having relied upon any statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in the original of this Agreement. CSA or Lessor may accept electronic images of this Agreement or any Acceptance Certificate as originals, and electronic copies of your signature will be treated as original for all purposes.

9.3 Joint and Several Liability; Assignment. If more than one entity executes this Agreement as the Customer, your obligations shall be joint and several. YOU SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL YOU SUBLET OR LEND ANY LISTED ITEMS. Each of CSA and Lessor may pledge or assign its rights under this Agreement. If a Lessor assigns its rights, the assignee will have the same rights and benefits that the Lessor had and shall not have any obligations hereunder. The rights of the assignee will not be subject to any claims, defenses, or set-offs that you may have against the Lessor.

9.4 Notices. All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth on page 1 or at such other address as such party may designate in writing from time to time. Notices shall be effective 3 days after deposit in the U.S. mail, duly addressed, or upon delivery via personal or express delivery, facsimile or other electronic transmission. You shall send all notices regarding lease provisions to Lessor only, and all notices regarding maintenance provisions to CSA only.

Address for notices to Canon Solutions America, Inc.:	Address for notices to Canon Financial Services, Inc.:
300 Commerce Square Blvd.	158 Gaither Drive, Suite 200
Burlington, NJ 08016	Mount Laurel, NJ 08054
Attn: Customer Service Department	Attn: Customer Service Department
Phone: (800) 613-2228	Phone: (800) 220-0330
Fax: (800) 220-4002	Fax: (856) 813-5122
Email: customer@csa.canon.com	Email: customer@cfs.canon.com

9.5 USA PATRIOT Act; Credit Information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who enters into a lease. This means that when you enter into a lease, Lessor may ask for, among other things: (a) your federal tax identification number and (b) your date of birth, if you are a sole proprietor. Lessor may also ask to see identifying documents. You authorize your credit references, any credit reporting agency, or any third party (including Lessor) to collect any credit information and to release the same to Lessor, its affiliates, and their respective designees or assignees.



CANON SOLUTIONS AMERICA
 Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

Unified Lease Agreement

Schedule A

#ULS S0659525.02

Page 1 of 1

Customer Name: CITY OF BELTON

Ship To Information

Delivery Address: 506 MAIN ST		Connectivity Contact: Andrea Cunningham	
City: BELTON	County: CASS	I/T Phone #: 816.331.4331	E-Mail: acunningham@belton.org
State: MO	Zip: 64012	Phone #: 816.331.4331	Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Loading Dock: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Delivery Contact: Andrea Cunningham		Fax #:	
E-Mail: acunningham@belton.org		Earliest Delivery Date: 3/8/2017	# of Steps: 0 Hours of Operation: 9-5
Special Instructions:			

Equipment and Software ("Listed Items")

Equipment Maintenance Information

Item Code	Product Description	Qty	Serial #	Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.					
1190C002	IRADVC7570I	1		<input type="checkbox"/> Equipment excluded from Maintenance Alternate Meter Read Method: _____					
0124C003	STAPLE FINISHER-V2	1		Covered Images Included		Start Meter		Excess per Image Charge	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1		B & W	Color	B & W	Color	B & W	Color
3133V962	INSTALL PAK C7565IIC7570I/C7580I	1							
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1		20,000	2,000			0.00420	0.03240
IntSupplies	Pre-Installed Supplies Installed in Machine	1							
				<input type="checkbox"/> Equipment excluded from Maintenance Alternate Meter Read Method: _____					
				Covered Images Included		Start Meter		Excess per Image Charge	
				B & W	Color	B & W	Color	B & W	Color

Key to Meter Read Method: ImageWARE Remote unless noted above (or) W = eManage website



CANON SOLUTIONS AMERICA
 Canon Solutions Americas, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800) 613-2228

UNIFIED LEASE AGREEMENT ADDENDUM

Customer: CITY OF BELTON		Related to Unified Lease Agreement – ULA#: S0659525.02	
Street Address: 506 MAIN ST	City: BELTON	State: MO	Zip: 64012
Equipment Description: IRADVC7570I;		Term: 48	

WHEREAS, Canon Solutions America, Inc. ("CSA"), and the above-described Customer have determined that it is for their mutual benefit to enter into this Unified Lease Agreement Addendum ("Addendum") to the above-described Unified Lease Agreement ("Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

- Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:

For purposes of clarity, all images 11x17 or larger shall be counted as two images for the purposes of meter readings.

- It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.
- In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.
- CSA may accept a facsimile or other electronic transmission of this Addendum as an original, and facsimile or other electronically transmitted copies of Customer's signature will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CSA.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed as of the date set forth below.

Canon Solutions America, Inc.

CITY OF BELTON

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CANON SOLUTIONS AMERICA

Canon Solutions Americas, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

UNIFIED LEASE AGREEMENT ADDENDUM

National IPA

Customer: Belton City of		Related to Unified Lease Agreement – ULA#: S0659525 / CFS app 1020001	
Street Address: 506 Main Street	City: Belton	State: MO	Zip: 64012
Equipment Description: (1) – iR ADV C7570I		Term: 48 Months	

WHEREAS, Canon Solutions America, Inc. ("CSA"), and the above-described Customer have determined that it is for their mutual benefit to enter into this Unified Lease Agreement Addendum ("Addendum") to the above-described Unified Lease Agreement ("Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

1. Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:
 - a. This transaction shall be governed in all respects by the Terms and Conditions of Contract #CP-002-13 dated 10-1-2013 between Canon Solutions America, Inc. and DuPage County (the "Contract") and any terms and conditions in the Agreement which conflict with, vary from or supplement the Contract terms shall be deemed null and void.
 - b. For purposes of clarity, all images 11x17 or larger shall be counted as two images for the purposes of meter readings.
 - c. **Personal Guaranty:** The Personal Guaranty section is deleted in its entirety.
 - d. **Paragraph 4:** Paragraph 4 is amended by striking the penultimate sentence and replacing it with "Subject to and without waiving the City's rights of sovereign immunity and to the extent permitted by Missouri law, the City shall indemnify Lessor, CSA, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data."
 - e. **Paragraph 5.4:** Paragraph 5.4 is amended by striking the entire paragraph and replacing it with "To the extent permitted by Missouri law, the City shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Listed Items, before and after the Lease Term ends, unless such claim arises due to Lessor's gross negligence or willful misconduct.

Further, CSA will reimburse and defend the City as to third party claims for tangible property losses or bodily injury (including death) caused by CSA's negligence or willful misconduct ("Claims") up to the point of the City's contributory negligence. As a condition thereof, the City shall give CSA prompt written notice of the Claim, allow CSA sole control over the defense and settlement thereof, and assist CSA therewith, at CSA's expense, as CSA may reasonably require."
 - f. **Paragraph 7:** Paragraph 7 is amended by deleting each instance of "or any Guarantor".
 - g. **Paragraph 9.1:** Paragraph 9.1 is amended by (i) deleting "NEW JERSEY" and replacing with "MISSOURI" in the first sentence; and (ii) deleting "CAMDEN OR BURLINGTON COUNTY, NEW JERSEY" and replacing with "CASS COUNTY, MISSOURI" in the second sentence.
2. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.
3. In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.
4. CSA may accept a facsimile or other electronic transmission of this Addendum as an original, and facsimile or other electronically transmitted copies of Customer's signature will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CSA.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed as of the date set forth below.

Canon Solutions America, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Belton City of

By: _____

Name: _____

Title: _____

Date: _____

A circular stamp containing a handwritten signature at the top, the text "Approved Ops Ops" in the middle, and the date "2.24.17" at the bottom.



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

LEASE UPGRADE, TRADE-IN, RETURN OR BUY-OUT
REIMBURSEMENT ADDENDUM TO AGREEMENT #
S0659525.01 (the "AGREEMENT")

Customer ("You"):
Customer Account: 1865712
Company: CITY OF BELTON
Address: 506 MAIN ST
City: BELTON County: CASS
State: MO Zip: 64012 Phone #: 816.331.4331
Email: acunningham@belton.org

Buy-out Reimbursement
\$ _____ to be paid under the circumstances described in
Section 1 below.
Payable to: [] You [] Canon Financial Services, Inc.
Reason for check issuance: _____

Lease Upgrade or Buy-out Acknowledgement

- If this transaction includes a lease upgrade or buy-out to be paid upon delivery and acceptance of the Equipment listed on the Agreement, select one of the following:
[] Not Applicable
[] You will return the equipment to the leasing company according to the terms and conditions of your lease agreement.
[] CSA will return the equipment to the leasing company per Section 2 below.
[] You will retain the equipment. If so, will the equipment remain under a CSA Maintenance Agreement? Yes [] No []
[] CSA will pick up the equipment for Trade In.

List the leasing company and lease number associated with any lease upgrade or buy-out.

Table with 2 columns: Leasing Company Name, Lease Number. Row 1: CFS, 001-0674330-001

Return Authorization

Please select one:

- [] Trade-In
Please note that any applicable trade-in credit is reflected in the periodic lease payments or purchase price as specified in the Agreement.
Equipment Condition: [] Good Working Condition [] As is condition
[] Return Equipment to selected Leasing Company
[] Canon Financial Services
[] Return Equipment to CSA. Original Order Date _____

Pick-Up Information:

- [] Same Date as Delivery of Listed Items specified on the Agreement.
[] Other Specified Date: ____ / ____ / ____
(but no longer than 30 days after delivery of Listed Items under Agreement)
Contact Name: _____ Phone: _____
E-Mail: _____
Special Removal Instructions: _____

Table with 9 columns: Return Code, Item Code, Description, Serial #, Meter Reading, Equipment location, Contact Name & Phone, Email, Alt. Pick Up Date. Rows for TRD and UGTR.

Return Codes: Trade-In:TRD Return to CFS:R-CFS Return to CIT:R-CIT Return to CSA:R-CSA

You have agreed to acquire from CSA certain Listed Items pursuant to the Agreement. By your signature below, you agree to supplement the terms of the Agreement as follows:

- 1. If Buy Out Reimbursement is selected: The Buy-Out Reimbursement indicated above will be paid directly to the designated party by CSA upon installation and testing of the Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for the Listed Items.
2. If Trade-in Equipment or Return to Leasing Company is selected: You hereby authorize CSA to pick up the Trade-in or Return Equipment listed above, You agree to pay CSA's removal charges if, on the date specified above, the Trade-in or Return Equipment is unavailable for pickup and removal through no fault of CSA.
3. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data").

THIS ADDENDUM SHALL BECOME EFFECTIVE AT THE SAME TIME AS THE AGREEMENT BECOME EFFECTIVE IN ACCORDANCE WITH THE TERMS THEREOF. EXCEPT AS SUPPLEMENTED HEREBY THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____

SECTION VI

H

AN ORDINANCE APPROVING A SPECIAL-USE PERMIT TO ALLOW USED AUTO SALES AND SERVICE ON PROPERTY ZONED C-2- (GENERAL COMMERCIAL) TO BE LOCATED AT 1421 E. NORTH AVENUE IN BELTON, MISSOURI.

WHEREAS, the Belton Planning Commission has received a request for a Special-Use Permit pursuant to the standards of the Unified Development Code Section 40-3(4) to allow a used auto sales and service business to operate in a C-2 zoning district located at 1421 E. North Avenue in the City of Belton, Missouri, and

WHEREAS, notice of the hearing was sent to property owners within 185 feet of the subject property by certified mail on January 20, 2017; and

WHEREAS, a public hearing was held before the Belton Planning Commission on February 6, 2017 in accordance with the provisions of Section 40-2 of the Unified Development Code of the City; and

WHEREAS, the Belton Planning Commission recommends APPROVAL of the Special-Use Permit to the City Council with conditions as presented in the attached report, herein attached and incorporated as **Exhibit A** to this ordinance.

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

Section 1. That the Special Use Permit for used auto sales and service on property zoned C-2 (General Commercial) and located at 1421 E. North Avenue, in the City of Belton, Missouri, is hereby approved with the following conditions:

1. The parking lot area shall be a hard surface and shall be striped prior to opening.
2. Signage to be addressed with a sign permit prior to opening.
3. Trash receptacle shall be screened prior to opening.
4. No auto repair or maintenance shall be conducted outside the building.

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

Section 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: February 28, 2017

READ FOR THE SECOND TIME: February 28, 2017

Mayor Jeff Davis

Approved this 28th day of February, 2017.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2017, and thereafter adopted as Ordinance No. 2017-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2017, after the second reading thereof by the following vote, to-wit:

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

Patricia A. Ledford, City Clerk
of Belton, Missouri



**PLANNING COMMISSION REGULAR MEETING
CITY HALL ANNEX, CITY COUNCIL ROOM
520 MAIN STREET
MONDAY, FEBRUARY 6, 2017 – 6:00 P.M.**

STAFF: Melinda Bolling, City Planner

CASE #SUP17-02

Request: Special Use Permit to allow a used auto sales and service business to operate in a C-2 (General Commercial) District.

Location: Located at 1421 East North Avenue.

Property Description: Dean-Co Dev Park Replat Tract B Lot 1 Block 1, Tr B1, S18 T46 R32

Deed Holder / Applicant: 1421 Belton Associates, LLC/Jason Bohnert, Show Me Auto Mall

Size of Site: 1.6-acres

Existing Zoning / Land Use: C-2 / General Commercial

Proposed Use: Auto Sales and Service

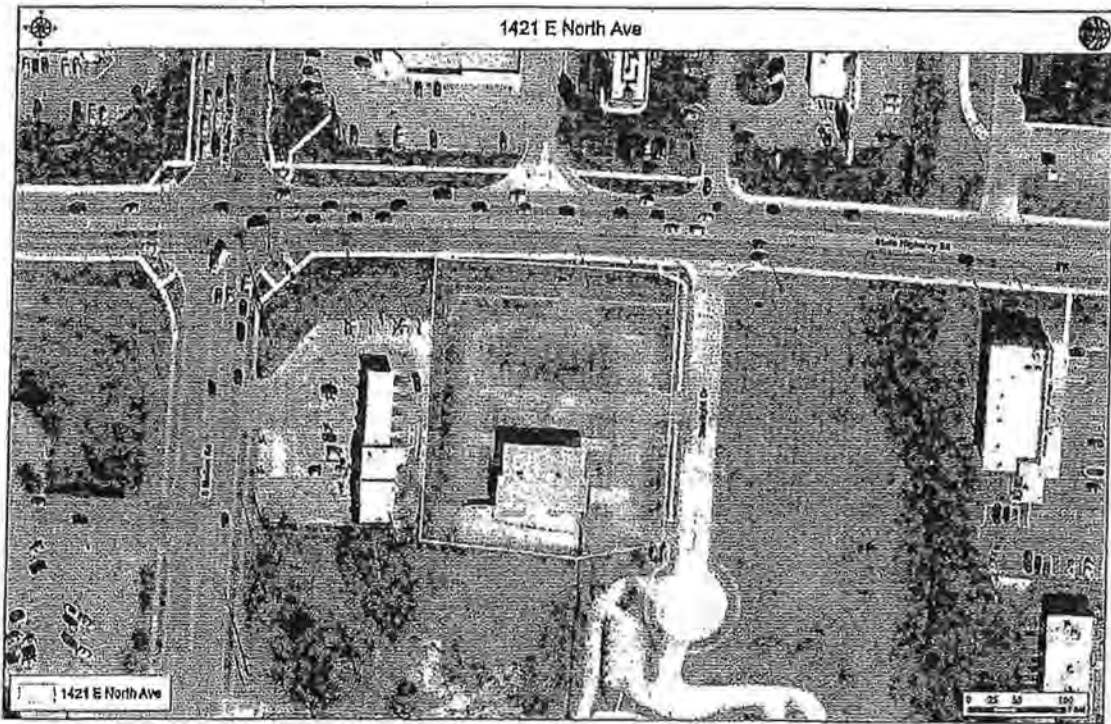
Surrounding Zoning:
North: C-2
East: C-2
South: M-1
West: C-2

Comprehensive Plan: Commercial

Nature of Current Request

The applicant attended a DRC meeting to gather information on what requirements are needed to open a car lot. Pursuant to Chapter 40-1 of the Unified Development Code, a Special Use Permit is required for all 'new' used car lots located within a C-2 (General Commercial) zoning district. The applicant owns/operates Show Me Auto Mall in Harrisonville, Missouri.

.....



Aerial view of surrounding area

HISTORY

The site was previously MTS Auto Sales which ceased operation in 2013. There is an existing 5,000-sq. ft. building on the property that will be used with the addition of a 12 ft. overhead door on the south side of the building. Before the issuance of the business license, the property will be inspected to ensure full compliance with the Property Maintenance Code.

STAFF REPORT

The property has been reviewed for regulatory compliance as stipulated in Section 40-3-(4) of the Unified Development Code pertaining to Commercial Motor Vehicle Sales.

Welfare and Convenience of the Public:

Allowing an automotive dealership could have a positive outcome on the welfare and convenience of the general public in need of used vehicles.

Injury to Surrounding Property

The site is located on East North Avenue where a previous auto sales establishment was located. The site will be resurfaced and striped. The area is zoned C-2 (General Commercial) and is part of a planned commercial district.

Proposed Use will not detract or encroach upon welfare or convenience of the public

It appears the proposed use will not detract or encroach upon the welfare or convenience of the public.

Staff Recommendation

Should the Planning Commission wish to approve Special Use Permit 17-02, to allow auto sales and service located at 1421 East North Avenue, the following condition(s) shall apply:

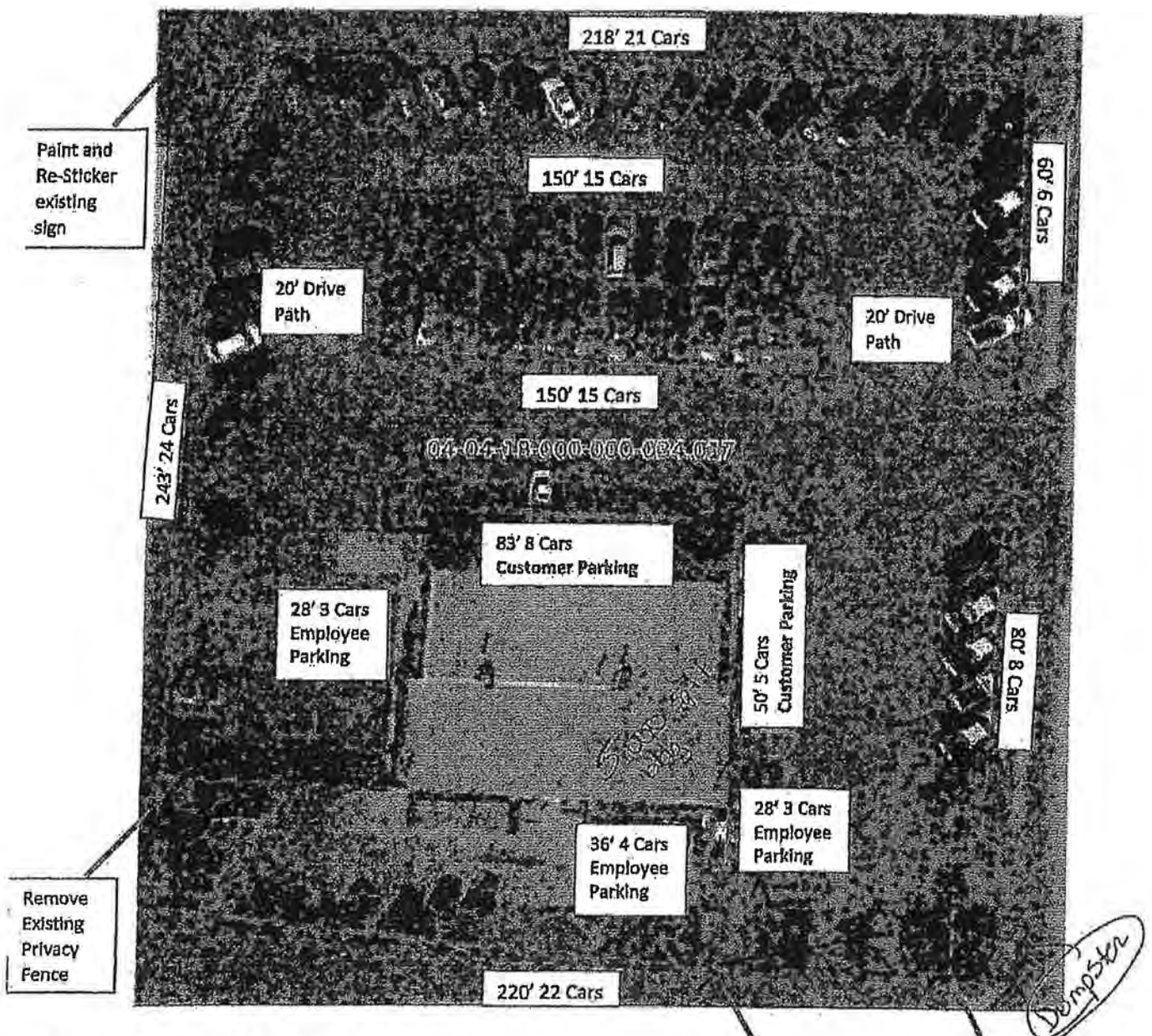
1. The parking area shall be a hard surface and shall be striped prior to opening
2. Signage to be addressed with a sign permit prior to opening
3. Trash receptacle shall be screened prior to opening
4. No auto repair or maintenance shall be conducted outside the building

In addition, the site must comply with all provisions of Section 40-3(4) of the Unified Development Code for Commercial Motor Vehicle Sales.

Planning Commission Alternatives

The Planning Commission has the following options available in the consideration of this application:

1. Approve the application as submitted upon finding that the requirements of Chapter 40, Special Use Permits, of the Unified Development Code have been satisfied.
2. Approve the application subject to the specified conditions.
3. Table the application if additional information is needed, such as time of use or other related factors.
4. Deny the application if the required findings cannot be made or if the proposed use is found to be incompatible with the neighborhood.



111 Retail Spaces 10' Each

13 Customer Parking Spaces 9' Each

10 Employee Spaces 9' Each

2 mechanics

2 detailers

Paint outside of building + poles + sign
New Asphalt

