



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, JUNE 26, 2018 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

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

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

A. Motion approving the minutes of the June 12, 2018, City Council Regular Meeting.

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B. Motion approving the May 2018 Municipal Police Judge’s Report.

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C. Motion approving Resolution R2018-35:

A resolution appointing Stephanie Davidson to the Municipal Park Board as Councilman Liaison.

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D. Motion approving Resolution R2018-36:

A resolution appointing Randall Asjes to serve on the Belton Tree Board.

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V. PERSONAL APPEARANCES

**A. Tim Dupin (6320 Manchester Avenue, Suite 42A Kansas City, MO 64133) –
IAFF Local 42**

**B. Dan Heizman (6320 Manchester Avenue, Suite 42A Kansas City, MO 64133) –
IAFF Local 42**

- C. Anthony V Inznga (6320 Manchester Avenue, Suite 42A Kansas City, MO 64133) – IAFF Local 42
- D. Mark Graves (6320 Manchester Avenue, Suite 42A Kansas City, MO 64133) – IAFF Local 42

VI. ORDINANCES

- A. Motion approving final reading of Bill No. 2018-46:
An ordinance authorizing the City of Belton, Missouri through its Fire Department to purchase a three year subscription with Emergency Services Marketing Corporation, Inc., d/b/a IamResponding.com to provide messaging and a secondary means of alarm notification for the Fire Department.
- B. Motion approving final reading of Bill No. 2018-47:
An ordinance of the City of Belton, Missouri authorizing and approving the Badger Meter Beacon Advanced Metering Analytics (AMA) Managed Solution Master Agreement and Badger Meter Terms and Conditions of Sale and Addendum between the City of Belton, Missouri and Badger Meter, Inc. for the purchase of the Badger Meter Beacon AMA Managed Solution Software from sole-source provider Midwest Meter, Inc. for an amount not-to-exceed \$24,500 to replace current water meter reading software.
- C. Motion approving first reading of Bill No. 2018-48:
An ordinance approving the Master Agreement with Kenton Brothers Locksmiths, Inc. and the reappropriation & revision of the City of Belton Fiscal Year 2019 Adopted City Budget for the purpose of purchasing an access control system for City Hall and the City Hall Annex.

For security purposes, approval of this ordinance would allow the city to use funds from Midwest Public Risk Loss Control Account to purchase an Access Control System for City Hall and the City Hall Annex. An Access Control System is a door security lock system which will provide better security for both locations, keeping a record of who comes and goes, and the employee scan cards are printable so as to allow ID badges. It also allows for the doors to be programmed to be open for a set time frame – this feature would be utilized at City Hall Front Entrance.

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- D. Motion approving first reading of Bill No. 2018-49:
An ordinance approving an amendment to the City's Zoning Map from R-1 (Single Family) District to R-2 PUD (Single Family and Two Family Planned Unit Development) District, for a 25.42 acre tract of land located north of Meadow Creek Parkway, east of the South Outer Road, just north of Belton Regional Medical Center, Belton, Cass County, Missouri.

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E. Motion approving both readings of Bill No. 2018-50:

An ordinance approving a lease agreement with Canon Solutions America, Inc. for a Canon 7565 copier, Canon 256 copier and Canon MF735Cdw printer for the Municipal Court to replace the current copiers and check printer.

This ordinance approves the lease agreement with Canon for the Municipal Court for two copiers and a printer that are heavily utilized to provide service during court and throughout normal office hours. The current copiers and printer are over 8 years old and are out of service several times each month. It is becoming more difficult to purchase replacement parts. Two readings are being requested because the competitively bid pricing contract expires on June 30, 2018. There isn't another Council Meeting scheduled before this date. The lease payments are included in the Fiscal Year 2019 budget.

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VII. RESOLUTIONS

A. Motion approving Resolution R2018-37:

A resolution authorizing and approving an agreement between the City of Belton and Y Belton, LLC., regarding the use of the Markey Regional Detention Facility in lieu of providing on-site or other private detention for the property described as portions of Lots 1 and 8, Belton Gateway, Addition Unit No. 2 for a 10,000 square foot retail building for Ulta Beauty in the amount of \$8,687.85.

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VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

July & August 2018 meetings

7/3 work session – canceled
7/10 work session & regular session – 6:00 pm
7/24 regular session – 7:00 pm
8/7 work session – 7:00 pm
8/14 regular session – 7:00 pm
8/28 regular session – 7:00 pm

XI. MOTIONS

XII. OTHER BUSINESS

XIII. ADJOURN

SECTION IV

A

**MINUTES OF THE
BELTON CITY COUNCIL
REGULAR MEETING
JUNE 12, 2018
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

Mayor Davis called the meeting to order at 7:00 P.M.

Councilwoman Peek led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilwomen Stephanie Davidson, Lorrie Peek, Councilmen Ryan Finn, Jeff Fletcher, Gary Lathrop, Tim Savage, Chet Trutzel, and Dean VanWinkle. Also present: Alexa Barton, City Manager; Megan McGuire, City Attorney; and Andrea Cunningham, Executive Secretary.

CONSENT AGENDA:

Before presenting the Consent Agenda for approval, the Mayor brought to the Council's attention a Scrivener's error in Resolution R2018-27. The list of Park Board members is incorrect. The corrected resolution was passed out to the Council. The error does not affect Rusty Sullivan's appointment to the Park Board. Councilman VanWinkle moved to approve the consent agenda consisting of a **motion approving the minutes of the May 8, 2018, City Council Regular Meeting and May 15, 2018, City Council Special Meeting; a motion approving the purchase of a Vermeer BC1000XL Brush and Debris Chipper for the total amount of \$30,972.00 from Vermeer Great Plains, using the Missouri Department of Transportation Cooperative Contract, for the Public Works Department; a motion approving the purchase of 1,083 regulatory signs for \$22,222.97 from Newman Signs Inc. for the Public Works Department Transportation Division; a motion canceling the Work Session on July 3, 2018, for the Independence Day holiday; a motion approving Resolution R2018-27: A resolution appointing Rusty Sullivan to the Municipal Park Board; a motion approving Resolution R2018-28: A resolution reappointing Dave Clark and Tom MacPherson to the Enhanced Enterprise Zone Board; a motion approving Resolution R2018-29: A resolution appointing Jim Brown as the City's coordinator in the implementation of the requirements associated with the Americans with Disabilities Act; a motion approving Resolution R2018-30: A resolution appointing Lorrie Peek to serve on the Code Enforcement Advisory Committee as the City Councilman Liaison.** Councilman Savage seconded. All voted in favor. Consent agenda approved.

PERSONAL APPEARANCES:

Cynthia Nelson (15511 White Drive) appeared before the Council to talk about the Northpoint project. She is concerned about noise pollution and air pollution from the trucks. She is concerned about the 24-hour nature of the area and the traffic impact, specifically to the roundabouts. She would like to know why Ward 2 Councilmen have not spoken to constituents about this project. She would also like "no truck traffic" signs posted on White Avenue and Allen Avenue.

Chuck Ledford (6805 E 158th Terrace) appeared before the Council to talk about the Northpoint project. He has concerns about noise, flooding, and traffic. He said the residents have been admonished for not considering the greater good of the community, but he hopes the citizens are protected by the city and developer. The prepared memorandum provided by Chuck Ledford is on file in the City Clerk's office.

Steve Hackett (15810 Allen Avenue) appeared before the Council to talk about the Northpoint project. He is concerned about noise, air, and light pollution. He didn't care for the walking trail connecting the neighborhood.

Rosemary Howard (15812 Allen Avenue) appeared before the Council to talk about the Northpoint project. She said it is best practice that industrial development should not be built next to single-family homes. She is concerned about truck traffic, light pollution, drainage impacts, and the building heights. She would like to limit the hours of operation and downsize the project or reconfigure the layout. She has requested the City Council vote no on this project. The prepared memorandum provided by Rosemary Howard is on file in the City Clerk's office.

Bianca Kirby (15616 White Drive) appeared before the Council to talk about the Northpoint project. She has concerns about tax breaks. What if they default? What will be stored here? Is it a fire hazard? She has concerns about traffic and infrastructure. She would also like "no truck traffic" signs posted in the residential areas.

Janice Urton (16103 Allen Avenue) appeared before the Council to talk about the Northpoint project. She said residents are entitled to "quiet enjoyment of our land." They can hear Quik Trip truck traffic from across the highway. What's going to happen when it's in the backyard? Many residents didn't know about this project.

ORDINANCES:

Andrea Cunningham, Executive Secretary, gave the final reading of Bill No. 2018-38: **An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2019 Adopted City Budget.** Presented by Councilman VanWinkle, seconded by Councilwoman Peek. Sheila Erzen, Finance Director, said she had several questions about this. This is moving the money not spent in FY2018 into the reserve fund of each account. The Council was polled and the following vote recorded; Ayes: 9, Councilwoman Davidson, Councilmen Finn, Trutzel, Mayor Davis, Councilmen Lathrop, Fletcher, VanWinkle, Councilwoman Peek, and Councilman Savage; Noes: None; Absent: None. Bill No. 2018-38 was declared passed and in full force and effect as Ordinance No. 2018-4440, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2018-39: **An ordinance of the City of Belton, Missouri, authorizing the City of Belton to approve the Kansas City Power & Light Authorization for Street Light Changes form to install, maintain, and bill for nine new streetlights along Turner Road.** Presented by Councilwoman Peek, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 9, Councilmen VanWinkle, Savage, Trutzel, Mayor Davis, Councilwoman Davidson, Councilmen Fletcher, Finn, Lathrop, and Councilwoman Peek; Noes: None; Absent: None. Bill No. 2018-39 was declared passed and in full force and effect as Ordinance No. 2018-4441, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2018-40: **An ordinance of the City of Belton, Missouri authorizing and approving the Missouri Highways and Transportation Commission Municipal and Cost Apportionment Agreement between the City of Belton, Missouri and the Missouri Highways and Transportation Commission for the Routes 58 and Y Signal Transportation Improvement Project No. 735027.** Presented by Councilman Trutzel, seconded by Councilman VanWinkle. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Fletcher, Savage, Councilwoman Peek, Mayor Davis, Councilwoman Davidson, Councilmen Trutzel, Finn, VanWinkle, and Lathrop; Noes: None; Absent: None. Bill No. 2018-40 was declared passed and in full force and effect as Ordinance No. 2018-4442, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2018-41: **An ordinance approving an amendment to the City's Zoning Map from C-2 PUD (General Commercial Planning Unit Development) to FCI (Flex Commercial / Industrial) District, for a 149.66 acre tract of land located south of 155th Street and north of 162nd Street on the East Frontage Road of Interstate 49, Belton, Cass County, Missouri.** Presented by Councilman Lathrop, seconded by Councilwoman Peek. The Mayor introduced Carolyn Yatsook, Economic Development Director. Ms. Yatsook said these ordinances for Northpoint Development, LLC before the Council tonight are the plan for redeveloping the Southview Golf Course. It will be called the Southview Commerce Center. These items went before the Planning Commission and had a public hearing on May 21, 2018. The Planning Commission is recommending approval to City Council. Sid Douglas, with Gilmore and Bell, is also present tonight as the City's bond counsel.

Ms. Yatsook introduced Brent Miles, owner and founder of Northpoint Development, LLC located in Riverside, Missouri. Mr. Miles said this site has been vacant for 12 years. It is bank owned. Mr. Miles addressed the residents' concerns. Because there were noise pollution concerns, Northpoint Development, LLC hired a company to do a noise study. They are working with City staff to increase the height of the berm. The intention is to cut off the line of sight. Cutting off the line of sight will reduce noise. There will be limited uses – no chemicals, fireworks, etc. Northpoint Development, LLC doesn't allow this and the City code doesn't allow this. It is part of the plan to extend the Outer Road. A traffic study of the area was sent to MoDOT and it was approved without comment. The City code requires notification of residents a certain distance from the site. Letters were sent to those residents. There is a storm water plan submitted for approval. Northpoint Development, LLC is working with the MoDNR on a plan to remediate the environmental issues on the site.

Mr. Miles said the buildings have a variety of uses from warehouse to assembly to office space. They are very efficient and have low energy costs. Councilman Savage asked about lighting and the parking lot. Mr. Miles said the City has a light pollution ordinance. We will adhere to it. Councilman Savage said new trucks don't have much in the way of emissions. He said he couldn't imagine the trucks being on the residential streets as there would be no benefit to this. He also said the way the bonds are written the City would not be responsible for repayment if Northpoint Development, LLC defaults. Councilman Finn said the median household income for Belton is around \$45,000. He is happy to see Northpoint Development, LLC reporting the jobs within this development to be an average of \$41,000.

Megan McGuire, City Attorney, said it would be appropriate to have a 1st and 2nd reading of all five Northpoint Development, LLC ordinances today. There will be Councilmen absent next week if we have a special meeting for the 2nd reading. This project really warrants the full

Council's attendance. This is a preliminary plan presented tonight. The City Council will have another chance to comment when the final plan is presented.

Being no further discussion, vote on the first reading was recorded with all voting in favor. First reading passed. **Councilman Trutzel moved to hear the final reading.** Councilwoman Peek seconded. Vote to hear the final reading was recorded with all voting in favor, except Councilwoman Davidson who voted no. Motion passed. The final reading was read. Presented by Councilman Trutzel, seconded by Councilwoman Peek. The Council was polled and the following vote recorded; Ayes: 9, Councilwoman Peek, Councilmen VanWinkle, Savage, Mayor Davis, Councilwoman Davidson, Councilmen Finn, Fletcher, Trutzel, and Lathrop; Noes: None; Absent: None. Bill No. 2018-41 was declared passed and in full force and effect as Ordinance No. 2018-4443, subject to Mayoral veto.

8:47 P.M. – The Mayor asked for a short recess. The City Council reconvene at 8:53 P.M.

Ms. Cunningham read Bill No. 2018-42: **An ordinance approving a Special Use Permit to allow warehousing in a FCI Flex Commercial/Industrial District in the Southview Commerce Center located south of 155th Street and north of 162nd Street on the East Frontage Road of Interstate 49, Belton, Missouri.** Presented by Councilman Trutzel, seconded by Councilman Fletcher. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilman Trutzel moved to hear the final reading.** Councilman Finn seconded. Vote to hear the final reading was recorded with all voting in favor, except Councilwoman Davidson who voted no. Motion passed. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Finn. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Finn, VanWinkle, Mayor Davis, Councilman Trutzel, Councilwoman Davidson, Councilmen Savage, Fletcher, Councilwoman Peek, and Councilman Lathrop; Noes: None; Absent: None. Bill No. 2018-42 was declared passed and in full force and effect as Ordinance No. 2018-4444, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2018-43: **An ordinance amending Section 18.8 of the Unified Development Code North Scott Corridor Overlay District & Guidelines, Chapter 3 – Permitted Uses, Table of Uses, Industrial Uses, dated November 7, 2017.** Presented by Councilman Trutzel, seconded by Councilwoman Peek. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilman Trutzel moved to hear the final reading.** Councilman Finn seconded. Vote to hear the final reading was recorded with all voting in favor, except Councilwoman Davidson who voted no. Motion passed. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Finn. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Lathrop, VanWinkle, Mayor Davis, Councilmen Trutzel, Finn, Savage, Fletcher, Councilwomen Davidson, and Peek; Noes: None; Absent: None. Bill No. 2018-43 was declared passed and in full force and effect as Ordinance No. 2018-4445, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2018-44: **An ordinance approving a plan for an Industrial Development Project for Northpoint Development, LLC.** Presented by Councilman Trutzel, seconded by Councilman Finn. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilman Trutzel moved to hear the final reading.** Councilman Finn seconded. Vote to hear the final reading was recorded with all voting in favor, except Councilwoman Davidson who voted no. Motion passed. The final reading was read. Presented by Councilman Trutzel, seconded by Councilwoman Peek. Councilman Savage asked Sid Douglas, Bond Counsel, for an overview of the financials. Mr. Douglas said the plan is to build one

building each year. There is no financial responsibility or obligation to the City. As each project is built, the paperwork will come to the City Council. The Council was polled and the following vote recorded; Ayes: 9, Mayor Davis, Councilmen VanWinkle, Savage, Trutzel, Fletcher, Finn, Councilwomen Davidson, Peek, and Councilman Lathrop; Noes: None; Absent: None. Bill No. 2018-44 was declared passed and in full force and effect as Ordinance No. 2018-4446, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2018-45: **An ordinance approving a Development and Performance Agreement for an Industrial Development Project for Northpoint Development, LLC.** Presented by Councilman Trutzel, seconded by Councilwoman Peek. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilman Trutzel moved to hear the final reading.** Councilwoman Peek seconded. Vote to hear the final reading was recorded with all voting in favor, except Councilwoman Davidson who voted no. Motion passed. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Finn. The Council was polled and the following vote recorded; Ayes: 9, Councilman Trutzel, Councilwomen Davidson, Peek, Councilman Savage, Mayor Davis, Councilmen Finn, VanWinkle, Lathrop, and Fletcher; Noes: None; Absent: None. Bill No. 2018-45 was declared passed and in full force and effect as Ordinance No. 2018-4447, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2018-46: **An ordinance authorizing the City of Belton, Missouri through its Fire Department to purchase a three year subscription with Emergency Services Marketing Corporation, Inc., d/b/a IamResponding.com to provide messaging and a secondary means of alarm notification for the Fire Department.** Presented by Councilwoman Peek, seconded by Councilman Lathrop. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Cunningham read Bill No. 2018-47: **An ordinance of the City of Belton, Missouri authorizing and approving the Badger Meter Beacon Advanced Metering Analytics (AMA) Managed Solution Master Agreement and Badger Meter Terms and Conditions of Sale and Addendum between the City of Belton, Missouri and Badger Meter, Inc. for the purchase of the Badger Meter Beacon AMA Managed Solution Software from sole-source provider Midwest Meter, Inc. for an amount not-to-exceed \$24,500 to replace current water meter reading software.** Presented by Councilman Trutzel, seconded by Councilwoman Peek. Vote on the first reading was recorded with all voting in favor. First reading passed.

RESOLUTIONS:

Ms. Cunningham read Resolution R2018-31: **A resolution of the City of Belton, Missouri authorizing and approving Task Agreement 2018-1 with Wiedenmann, Inc. for the 160th Street and Oakland Avenue Stormwater Project in the not-to-exceed amount of \$30,965.00.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. Vote on the resolution was recorded with all voting in favor. Resolution passed.

Ms. Cunningham read Resolution R2018-32: **A resolution approving Task Agreement 2018-02 with Earthworks Excavation and Associates, LLC for demolition of structures at 16104 Oakland Avenue.** Presented by Councilman Lathrop, seconded by Councilman Finn. Councilman Trutzel asked if there's some way to do these quicker in the future. Dave Clements, Director of Planning & Building, said there are some state statute requirements we have to follow. Ms. McGuire said when there is an absentee or reluctant owner, there are certain steps we have to follow. Ms. McGuire said there was supposed to be a meeting tomorrow night for

another structure, but the post office failed to deliver the notice letters. Alexa Barton, City Manager, said we are exploring alternate methods of delivery. Vote on the resolution was recorded with all voting in favor. Resolution passed.

Ms. Cunningham read Resolution R2018-33: **A resolution approving Change Order No. 1 in an additional not-to-exceed amount of \$12,283.00 to the Minor Construction Service Agreement with JR & Co., Inc. to fully adhere the new roof system to the concrete deck for the water services meter storage building and a force account for any additional unforeseen issues increasing the total project cost from \$86,975.00 to \$99,258.00.** Presented by Councilman Trutzel, seconded by Councilwoman Peek. Councilman Savage asked why we have this change order. Celia Duran, Public Works Director, said there wasn't any way to know there was concrete on the roof. When the project was approved the architect was looking from the bottom up at the roof. The concrete layer was hidden. He didn't see it until he did a core. A core is not typically done at the bid stage. Councilman Savage said this needs to be avoided in the future. Vote on the resolution was recorded with all voting in favor. Resolution passed.

Ms. Cunningham read Resolution R2018-34: **A resolution amending resolution R2017-35 on the Belton Nature Area Project along Oil Creek to amend the membership of the Belton Nature Area Advisory Board and provide for an extension of the formal evaluation period.** Presented by Councilwoman Peek, seconded by Councilman Lathrop. Vote on the resolution was recorded with all voting in favor. Resolution passed.

CITY COUNCIL LIAISON REPORTS:

Councilwoman Peek, Park Board liaison, announced:

- She will be stepping down as the Park Board liaison; Councilwoman Davidson will be taking her place.
- Food Truck Friday is June 15, 2018. 11 A.M.-1 P.M.
- Theatre in the Park is this weekend at Memorial Park. They are doing Peter Pan.
- Kids' Night Out at High Blue Wellness is next week.
- The Tree Board is updating and reviewing their bylaws.

MAYOR'S COMMUNICATIONS:

The Chamber of Commerce Spaghetti dinner fundraiser and touch-a-truck was last week. The money raised will help purchase Christmas lights and decorations for Downtown Main Street. Panera opened on June 8, 2018. The ribbon cutting will be next week. There is a ribbon cutting for Main Street Theater Saturday afternoon. Ross Dress for Less has told us they are planning to open the end of July or first of August.

CITY MANAGER'S REPORT:

Ms. Barton reported:

June & July 2018 meetings

- 6/19 special meeting – 7:00 pm – canceled
- 6/26 regular session – 7:00 pm
- 7/3 work session – canceled
- 7/10 regular session – 7:00 pm
- 7/24 regular session – 7:00 pm

Being no further business, Councilman Lathrop moved to adjourn at 9:22 P.M. Councilman Savage seconded. All voted in favor. Meeting adjourned.



Andrea Cunningham, Executive Secretary


Jeff Davis, Mayor

SECTION IV

B

**DOCKET REPRESENTS A TRUE AND ACCURATE COPY
OF COURT PROCEEDINGS HELD**

COURT DATES: 5/2/18; 5/9/18; 5/16/18; 5/30/18



MUNICIPAL JUDGE **6/5/18**
DATE

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29
THE ATTACHED MUNICIPAL DIVISION SUMMARY
REPORT FOR MONTH OF MAY 2018 WAS
PRESENTED AND REVIEWED BY CITY COUNCIL AS
REQUIRED**

CITY CLERK **DATE**



Payment Plan Reports

Collected

Belton

Friday, June 01, 2018 2:52 PM

Payment Detail Listing By Payment Plan Number From 05/01/2018 - 05/31/2018

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid	C	A
PP0000385	TINDLE, CLINT RAY	05/22/2018	452649	R00045308	140789491-1	\$25.00 PY	✓	✓
PP0000385 Totals:						\$25.00		
PP0000631	BROWN, ANGELICA J	05/16/2018	452401	R00045246	140796855-1	\$10.00 PY	✓	✓
PP0000631 Totals:						\$10.00		
PP0000654	CAIN, JAMISON MATTHEW	05/27/2018	452823	R00045367	101900190-1	\$100.00 PY	✓	✓
PP0000654 Totals:						\$100.00		
PP0000683	BROWN, NYIA R	05/30/2018	452979		140794376-1	\$25.00 AB	✓	
		05/30/2018	452980	R00045416	140794376-1	\$78.00 PY	✓	
PP0000683 Totals:						\$103.00		
PP0000696	SIMON, BROCK ADAM	05/31/2018	453081		121161545-1	\$15.00 AB	✓	✓
		05/31/2018	453082		121161545-1	\$15.00 AB	✓	✓
PP0000696 Totals:						\$30.00		
PP0000803	PFLANZ, CHARLES DONAVAN	05/11/2018	452199	R00045163	140795055-1	\$150.00 PY	✓	✓
PP0000803 Totals:						\$150.00		
PP0000826	JOHNSON, DUSTIN W	05/11/2018	452170	R00045134	140799158-1	\$50.00 PY	✓	✓
PP0000826 Totals:						\$50.00		
PP0000956	BROWN, JACLYN MAE	05/25/2018	452785	R00045354	140801037-1	\$50.00 PY	✓	✓
PP0000956 Totals:						\$50.00		
PP0000979	VAUGHT, ROBERT EUGENE	05/22/2018	452665	R00045319	140797697-1	\$30.00 PY	✓	✓
PP0000979 Totals:						\$30.00		
PP0000991	HAMILTON, LAQUITA RANEE	05/09/2018	452076		140802329-1	\$15.00 AB		
PP0000991 Totals:						\$15.00		
PP0001094	WEST, TIMOTHY LANE	05/14/2018	452267	R00045169	140799910-1	\$20.00 PY	✓	✓
		05/27/2018	452828	R00045369	140799909-1	\$20.00 PY	✓	✓
					140799910-1			
PP0001094 Totals:						\$40.00		
PP0001104	PRATER, RACHEL LEE	05/21/2018	452587	R00045288	140804060-1	\$315.00 PY	✓	
					140804061-1			
					140804062-1			
					140804063-1			
PP0001104 Totals:						\$315.00		
PP0001135	SMITH, LINDSAY F	05/02/2018	451659		140789912-1	\$15.00 AB	✓	✓
PP0001135 Totals:						\$15.00		
PP0001157	HOLLAND, TIFFANY NICOLE	05/01/2018	451451	R00044882	160754787-1	\$20.00 PY	✓	✓
PP0001157 Totals:						\$20.00		
PP0001241	BRUBECK, JASON MARIO	05/08/2018	451930	R00045053	160754616-1	\$25.00 PY	✓	✓
PP0001241 Totals:						\$25.00		
PP0001262	RICI IARDSON, RAYMOND BRET	05/15/2018	452339	R00045211	140804185-1	\$50.00 PY	✓	✓
PP0001262 Totals:						\$50.00		
PP0001311	TAPIA, CHRISTOPHER A	05/02/2018	451629		121167286-1	\$30.00 AB	✓	✓
PP0001311 Totals:						\$30.00		
PP0001317	BASINSKI, TAYLOR MATTHEW	05/15/2018	452330	R00045202	140803001-1	\$10.00 PY	✓	✓
PP0001317 Totals:						\$10.00		
PP0001333	COLEMAN, JEREMIAH	05/04/2018	451820	R00044993	140804608-1	\$20.00 PY	✓	✓
PP0001333 Totals:						\$20.00		
PP0001358	COONCE, EDWARD LEE	05/14/2018	452273	R00045172	140804734-1	\$50.00 PY	✓	✓
PP0001358 Totals:						\$50.00		

* Indicates an overpayment was made on the Payment Plan

PP0001360	MILLER-COOPER, YVETTE RENEE	05/21/2018	452597	R00045298	140801679-1	\$477.50 PY ✓
PP0001360 Totals:						\$477.50
PP0001400	TUCKER, GARY DON	05/23/2018	452701	R00045322	140804014-1	\$20.00 PY ✓ ✓
PP0001400 Totals:						\$20.00
PP0001457	CORBIN, SHYANNE C	05/15/2018	452331	R00045203	160753149-1	\$10.00 PY ✓ ✓
PP0001457 Totals:						\$10.00
PP0001473	FRIEND, JUSTIN TYLER	05/04/2018	451831	R00044994	140802929-1	\$10.00 PY ✓ ✓
		05/25/2018	452783	R00045351	140802929-1	\$20.00 PY ✓ ✓
PP0001473 Totals:						\$30.00
PP0001481	LOUTHAN, DANA MARIE	05/09/2018	452012	R00045101	140801920-1	\$40.00 PY ✓ ✓
					140801919-1	
PP0001481 Totals:						\$40.00
PP0001515	MEDINA, SCOTT	05/08/2018	451947	R00045062	140804757-1	\$15.00 PY ✓ ✓
PP0001515 Totals:						\$15.00
PP0001565	WILLIAMS, JOHN EDWARD JR	05/21/2018	452616	R00045304	140802835-1	\$75.00 PY ✓ ✓
PP0001565 Totals:						\$75.00
PP0001635	WOOD, DAKOTA LEE	05/02/2018	451536		140803909-1	\$15.00 AB ✓
		05/02/2018	451537	R00044931	140803909-1	\$10.00 PY ✓
PP0001635 Totals:						\$25.00
PP0001671	KELLEY, DOMINIQUE JANAE	05/02/2018	451520	R00044917	140804946-1	\$100.00 PY ✓ ✓
PP0001671 Totals:						\$100.00
PP0001690	NICHOLS, SAMUEL TODD	05/04/2018	451811		140804512-1	\$15.00 AB ✓ ✓
PP0001690 Totals:						\$15.00
PP0001697	MARMOLEJO, ADOLPH M	05/29/2018	452886	R00045378	160754425-1	\$200.00 PY ✓ ✓
PP0001697 Totals:						\$200.00
PP0001733	BANKS, CHRISTOPHER THOMAS	05/25/2018	452790	R00045359	140800248-1	\$152.50 PY ✓
					160753222-1	
PP0001733 Totals:						\$152.50
PP0001743	ABRAMS, MICHAEL DWANE	05/11/2018	452175	R00045145	160752615-1	\$38.00 PY ✓
PP0001743 Totals:						\$38.00
PP0001751	MEDINA, STELLA MARIE	05/08/2018	451945	R00045060	140801801-1	\$10.00 PY ✓ ✓
PP0001751 Totals:						\$10.00
PP0001769	WIDENER, ZACHARY KENNETH	05/09/2018	452038	R00045114	160753398-1	\$73.00 PY ✓
PP0001769 Totals:						\$73.00
PP0001797	UMPHREY, DONN E	05/04/2018	451818	R00044992	160753950-1	\$20.00 PY ✓ ✓
					160755350-1	
PP0001797 Totals:						\$20.00
PP0001801	RAY, CHERYL DIANE	05/16/2018	452349	R00045214	140800512-1	\$10.00 PY ✓ ✓
PP0001801 Totals:						\$10.00
PP0001805	EVANS, SHAWN LEE	05/15/2018	452334	R00045206	140804315-1	\$20.00 PY ✓ ✓
PP0001805 Totals:						\$20.00
PP0001813	CALDWELL, BRUCE LEE	05/17/2018	452478	R00045253	160753992-1	\$60.00 PY ✓ ✓
PP0001813 Totals:						\$60.00
PP0001819	THOMSEN, EDWARD CHRIS	05/10/2018	452156		140803910-1	\$20.00 AB ✓ ✓
PP0001819 Totals:						\$20.00
PP0001822	MORENO, MARVIN NMI	05/10/2018	452144	R00045126	160754308-1	\$50.00 PY ✓ ✓
PP0001822 Totals:						\$50.00
PP0001858	GIVAN, JEFFERY DARREN	05/25/2018	452778	R00045349	160752329-1	\$100.00 PY ✓
PP0001858 Totals:						\$100.00
PP0001867	ROBBINS, BRADLEY MICHAEL	05/24/2018	452773	R00045346	160755824-1	\$15.00 PY ✓ ✓
PP0001867 Totals:						\$15.00
PP0001868	GROSS, JORDAN DANIEL	05/04/2018	451807		140801928-1	\$150.00 AB ✓ ✓
PP0001868 Totals:						\$150.00
PP0001878	PALMA CHAVEZ, OMAR D	05/05/2018	451836	R00044997	160756642-1	\$50.00 PY ✓
PP0001878 Totals:						\$50.00

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PP0001884	UNDERWOOD, GEORGE EDWARD	05/01/2018	451438	R00044871	140798467-1	\$15.00 PY ✓
PP0001884 Totals:						\$15.00
PP0001890	KUNTZ, DEBORAH JO	05/07/2018	451874	R00045003	160755305-1	\$4.50 PY ✓
PP0001890 Totals:						\$4.50
PP0001907	FLORES, JUAN NMI JR	05/02/2018	451483	R00044890	160756140-1	\$50.00 PY ✓ ✓
PP0001907 Totals:						\$50.00
PP0001915	FROMENT, SHARI DAWN	05/09/2018	452009	R00045098	140801825-1	\$30.00 PY ✓ ✓
PP0001915 Totals:						\$30.00
PP0001919	CUNNINGHAM, ANGELA MARIE	05/26/2018	452795	R00045364	160753081-1	\$30.00 PY ✓ ✓
PP0001919 Totals:						\$30.00
PP0001921	GUGGISBERG, AMANDA J	05/01/2018	451437	R00044870	160753060-1	\$20.00 PY ✓ ✓
PP0001921 Totals:						\$20.00
PP0001932	PETERSON, DAVID RYAN	05/07/2018	451889	R00045039	140801961-1	\$19.00 PY ✓ ✓
PP0001932 Totals:						\$19.00
PP0001937	DYSON, STEPHEN L 2ND	05/11/2018	452172	R00045136	160753444-1	\$24.50 PY ✓
PP0001937 Totals:						\$24.50
PP0001954	GRAY, CHRISTOPHER PAUL	05/09/2018	452071		140803378-1	\$15.00 AB
		05/25/2018	452791	R00045360	140803378-1	\$15.00 PY
PP0001954 Totals:						\$30.00
PP0001980	BERRY, LEIGHANN KATHRYN	05/01/2018	451436	R00044869	160755587-1 160755588-1	\$100.00 PY ✓ ✓
PP0001980 Totals:						\$100.00
PP0001984	SAUNDERS, MICHELLE L	05/01/2018	451430	R00044864	121154174-1	\$25.00 PY ✓
		05/31/2018	453060	R00045421	121154174-1	\$50.00 PY ✓
PP0001984 Totals:						\$75.00
PP0001987	LUCAS, JAMES A	05/04/2018	451804		160754571-1	\$15.00 AB ✓ ✓
PP0001987 Totals:						\$15.00
PP0001995	WEEKS, WESLEY CALVIN	05/07/2018	451876	R00045026	160754086-1	\$25.00 PY ✓ ✓
PP0001995 Totals:						\$25.00
PP0002007	FROCK, JASON WAYNE	05/22/2018	452650	R00045309	140802849-1	\$20.00 PY ✓ ✓
PP0002007 Totals:						\$20.00
PP0002014	KEYES, BRANDON	05/21/2018	452618	R00045305	160758637-1	\$23.00 PY ✓
PP0002014 Totals:						\$23.00
PP0002015	MINNICK, TRENTON CRAIG	05/04/2018	451739	R00044983	160756760-1	\$50.00 PY ✓ ✓
PP0002015 Totals:						\$50.00
PP0002023	MAGNANT, ANGELLA M	05/02/2018	451484	R00044891	160755811-1	\$25.00 PY ✓ ✓
PP0002023 Totals:						\$25.00
PP0002060	HILLIARD, GARY LYNN	05/22/2018	452661	R00045315	140789839-1	\$150.00 PY ✓ ✓
PP0002060 Totals:						\$150.00
PP0002062	CROSSLEY, DAKOTA BRADLY	05/11/2018	452160	R00045129	140801992-1	\$50.00 PY ✓ ✓
PP0002062 Totals:						\$50.00
PP0002066	COLLINS, CARMILLA B.L.	05/30/2018	452999	R00045420	160754417-1	\$70.00 PY ✓ ✓
PP0002066 Totals:						\$70.00
PP0002069	STEPHENS, MELISSA M	05/16/2018	452366	R00045236	160755731-1 160755732-1	\$75.00 PY ✓ ✓
PP0002069 Totals:						\$75.00
PP0002072	BOLTON, RAHN (X)	05/17/2018	452500	R00045254	160756226-1	\$40.00 PY ✓ ✓
PP0002072 Totals:						\$40.00
PP0002085	VILLANUEVA, CORTEZ D	05/29/2018	452898	R00045392	160755863-1 160755864-1	\$323.00 PY ✓
PP0002085 Totals:						\$323.00
PP0002086	APPLEBY, MILDRED FAYE	05/04/2018	451738	R00044982	160755593-1	\$23.00 PY ✓
PP0002086 Totals:						\$23.00
PP0002090	MCDOWELL-HOOD, DOROTHEA M	05/15/2018	452338	R00045210	160756412-1	\$76.00 PY ✓
PP0002090 Totals:						\$76.00

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PP0002102	BULVER, RACHEL ANN	05/16/2018	452365	R00045234	160756178-1	\$20.00 PY ✓ ✓
PP0002102 Totals:						\$20.00
PP0002110	FERM, JEREMY	05/11/2018	452184	R00045154	160756794-1	\$25.00 PY ✓ ✓
PP0002110 Totals:						\$25.00
PP0002130	CASTILLO, MICHAEL K	05/09/2018	451988	R00045074	160757717-1 160757718-1	\$133.00 PY ✓
PP0002130 Totals:						\$133.00
PP0002136	BREECE, TRACY LYNN	05/02/2018	451526	R00044921	160757646-1	\$20.00 PY ✓ ✓
PP0002136 Totals:						\$20.00
PP0002144	BAYS, MICHELLE LEE	05/08/2018	451949	R00045064	160758871-1	\$15.00 PY ✓ ✓
PP0002144 Totals:						\$15.00
PP0002147	WOODY, SHEENA M	05/31/2018	453084	R00045422	160757196-1	\$20.00 PY ✓ ✓
PP0002147 Totals:						\$20.00
PP0002151	MITCHELL, ALISHA DENISE	05/12/2018	452200	R00045164	160759225-1	\$63.00 PY ✓
PP0002151 Totals:						\$63.00
PP0002152	RHULE, ALICIA MARIE	05/09/2018	452006	R00045095	160756382-1	\$20.00 PY ✓ ✓
PP0002152 Totals:						\$20.00
PP0002155	DAVIS, DEANDRE TERRELL	05/21/2018	452589	R00045290	160756856-1 160756857-1	\$30.00 PY ✓ ✓
PP0002155 Totals:						\$30.00
PP0002162	SCHMUKE, PAUL M	05/30/2018	452925	R00045399	160756438-1	\$3.00 PY ✓
PP0002162 Totals:						\$3.00
PP0002172	MORENO, JOSE M	05/15/2018	452329	R00045201	160758714-1	\$175.00 PY ✓
PP0002172 Totals:						\$175.00
PP0002174	LUEVANO, ANGELICA RAE	05/27/2018	452827	R00045368	160756190-1	\$25.00 PY ✓ ✓
PP0002174 Totals:						\$25.00
PP0002176	SWINNEY, TERREA M	05/11/2018	452192	R00045156	160756855-1	\$50.00 PY ✓ ✓
PP0002176 Totals:						\$50.00
PP0002177	NIFFEN, GREGORY A	05/15/2018	452332	R00045204	160755033-1	\$75.00 PY ✓
PP0002177 Totals:						\$75.00
PP0002190	COLE, NANCY MARIE	05/09/2018	452091	R00045125	160758783-1	\$50.00 PY ✓ ✓
PP0002190 Totals:						\$50.00
PP0002197	SWISHER, JOSHUA LEE	05/24/2018	452759	R00045338	160758605-1	\$25.00 PY ✓ ✓
PP0002197 Totals:						\$25.00
PP0002201	SCOTT, RICHARD D JR	05/09/2018	451951	R00045066	160756369-1	\$40.00 PY ✓ ✓
PP0002201 Totals:						\$40.00
PP0002202	COPESE, JAMES V	05/24/2018	452767	R00045343	140798640-1	\$20.00 PY ✓ ✓
PP0002202 Totals:						\$20.00
PP0002203	MARGITA, DANIEL JAMES 2ND	05/15/2018	452340	R00045212	160759157-1	\$123.00 PY ✓
PP0002203 Totals:						\$123.00
PP0002206	OSBORNE, TAYLOR JAMES	05/17/2018	452447	R00045250	121166120-1	\$50.00 PY ✓ ✓
PP0002206 Totals:						\$50.00
PP0002208	ESTON, CANDICE M	05/11/2018	452195	R00045159	160757032-1 160757033-1	\$50.00 PY ✓ ✓
PP0002208 Totals:						\$50.00
PP0002210	PENNINGTON, KRYSTAL L	05/17/2018	452501	R00045255	160756905-1 160756906-1	\$50.00 PY ✓ ✓
PP0002210 Totals:						\$50.00
PP0002213	JONES, DASMOND RAYNARD	05/14/2018	452286	R00045187	160759697-1 160759698-1	\$50.00 PY ✓ ✓
PP0002213 Totals:						\$50.00
PP0002214	WALSH, BRANDY SUE	05/09/2018	452032	R00045110	160757230-1	\$40.00 PY ✓ ✓
PP0002214 Totals:						\$40.00
PP0002215	BRIDEN, TRAVIS KANE	05/16/2018	452348	R00045213	160758290-1 160758291-1	\$50.00 PY ✓ ✓
PP0002215 Totals:						\$50.00

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PP0002221	BROWN, BRANDI NICOLE	05/06/2018	451837	R00044998	140795450-1	\$25.00 PY ✓ ✓
PP0002221 Totals:						\$25.00
PP0002222	MCCLUSKEY, JUSTIN RYAN	05/22/2018	452664	R00045318	160754743-1 160754744-1	\$50.00 PY ✓ ✓
PP0002222 Totals:						\$50.00
PP0002223	LUBBOCK, KARI	05/03/2018	451696	R00044971	160755883-1	\$85.00 PY ✓
PP0002223 Totals:						\$85.00
PP0002227	CLEMONS, LATRICE CAMILLE	05/11/2018	452167	R00045131	160753815-1	\$58.00 PY ✓ ✓
PP0002227 Totals:						\$58.00
PP0002233	RUCKER, QUINCY CORNELL	05/14/2018	452294	R00045188	160755853-1	\$50.00 PY ✓ ✓
PP0002233 Totals:						\$50.00
PP0002237	BREITWEISER, ANGELIC MARIA	05/02/2018	451488	R00044894	160755022-1	\$20.00 PY ✓ ✓
PP0002237 Totals:						\$20.00
PP0002241	FLETCHER, KA'CHAE JEANAE	05/07/2018	451882	R00045031	160758865-1	\$25.00 PY ✓ ✓
PP0002241 Totals:						\$25.00
PP0002242	HILLGARDNER, TAMMY J	05/07/2018	451899	R00045048	160759380-1	\$20.00 PY ✓ ✓
PP0002242 Totals:						\$20.00
PP0002250	KEMMERER, KAYLA BRIANNE	05/05/2018 05/29/2018	451835 452895	R00044996 R00045389	160755641-1 160755641-1	\$25.00 PY ✓ ✓ \$25.00 PY ✓ ✓
PP0002250 Totals:						\$50.00
PP0002256	CUNNINGHAM, STEPHEN LEON	05/09/2018	451989	R00045075	160758799-1	\$50.00 PY ✓ ✓
PP0002256 Totals:						\$50.00
PP0002264	MURPHY, SHAWN P	05/11/2018	452193	R00045157	160757279-1	\$30.00 PY ✓ ✓
PP0002264 Totals:						\$30.00
PP0002270	SHORT, PEGGY JEANETTE	05/24/2018	452762	R00045340	160759368-1	\$60.00 PY ✓ ✓
PP0002270 Totals:						\$60.00
PP0002274	THURSTON, SHELBY RENEE	05/15/2018	452336	R00045208	160756330-1 160756331-1	\$150.00 PY ✓ ✓
PP0002274 Totals:						\$150.00
PP0002276	HOLLY, RICK J	05/02/2018 05/30/2018	451457 452900	R00044888 R00045394	160760132-1 160760132-1	\$40.00 PY ✓ ✓ \$40.00 PY ✓ ✓
PP0002276 Totals:						\$80.00
PP0002280	WILSON, ROBERTA KAY	05/03/2018	451733	R00044977	160757327-1	\$25.00 PY ✓ ✓
PP0002280 Totals:						\$25.00
PP0002284	HILL, RYAN DANIEL	05/09/2018	451990	R00045076	140795507-1 140795514-1	\$125.00 PY ✓
PP0002284 Totals:						\$125.00
PP0002285	LANGER, DANA L	05/07/2018	451873	R00045002	160760106-1	\$100.00 PY ✓ ✓
PP0002285 Totals:						\$100.00
PP0002288	WELLS, JORDAN WILMONT	05/07/2018 05/16/2018	451841 452356	R00045001 R00045232	160757794-1 160757794-1	\$50.00 PY ✓ \$23.00 PY ✓
PP0002288 Totals:						\$73.00
PP0002289	JACKSON, SHANTE MONIQUE	05/04/2018	451790	R00044986	160753765-1	\$200.00 PY ✓ ✓
PP0002289 Totals:						\$200.00
PP0002291	DOLL, SHEILA T	05/17/2018	452417	R00045249	160759081-1	\$30.00 PY ✓ ✓
PP0002291 Totals:						\$30.00
PP0002293	LEWIS, RICHARD PAUL JR	05/04/2018	451796	R00044989	160759631-1	\$50.00 PY ✓ ✓
PP0002293 Totals:						\$50.00
PP0002296	BUTTRY, JOHNATHAN THOMAS	05/08/2018 05/22/2018	451920 452647	R00045051 R00045306	160753062-1 160753061-1 160753062-1	\$100.00 PY ✓ ✓ \$100.00 PY ✓ ✓
PP0002296 Totals:						\$200.00
PP0002299	OLSON, JOHN E III	05/01/2018 05/24/2018	451428 452757	R00044862 R00045336	160758270-1 160758271-1 160758270-1	\$150.00 PY ✓ \$98.00 PY ✓
PP0002299 Totals:						\$248.00

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PP0002301	ADAMS, LONZO JOSEPH	05/08/2018	451948	R00045063	140795202-1	\$50.00 PY ✓ ✓
PP0002301 Totals:						\$50.00
PP0002302	WALLACE, SHAYLA RENEE	05/11/2018	452186	R00045155	160761121-1	\$25.00 PY ✓ ✓
		05/26/2018	452822	R00045366	160761121-1	\$25.00 PY ✓ ✓
PP0002302 Totals:						\$50.00
PP0002311	BYBEE-ARMOND, SUZANNE MICHELLE	05/06/2018	451840	R00045000	160758401-1 160758402-1	\$125.00 PY ✓ ✓
PP0002311 Totals:						\$125.00
PP0002313	JOHNSON, LINDA DIANE	05/03/2018	451730	R00044974	160761112-1	\$25.00 PY ✓ ✓
PP0002313 Totals:						\$25.00
PP0002314	BASKIN-SMITH, KALEASHA DALEA	05/15/2018	452328	R00045200	160758356-1	\$38.50 PY ✓ ✓
		05/29/2018	452838	R00045374	160758356-1	\$34.00 PY ✓ ✓
PP0002314 Totals:						\$72.50
PP0002318	CORDES, VERA P	05/15/2018	452335	R00045207	160756974-1	\$100.00 PY ✓ ✓
PP0002318 Totals:						\$100.00
PP0002320	BOYDSTON, NATHANIEL R	05/21/2018	452585	R00045284	160756927-1	\$50.00 PY ✓
PP0002320 Totals:						\$50.00
PP0002326	BROWN, MELVIN	05/01/2018	451444	R00044874	140804467-1	\$53.00 PY ✓ ✓
PP0002326 Totals:						\$53.00
PP0002327	BECK, AUGUSTINE R	05/09/2018	452011	R00045100	121165165-1	\$25.00 PY ✓ ✓
PP0002327 Totals:						\$25.00
PP0002329	EARLS, DAVID ALLAN	05/17/2018	452448	R00045251	160759532-1 160759533-1	\$248.00 PY ✓
PP0002329 Totals:						\$248.00
PP0002332	MUCKE, JASON RYAN	05/04/2018	451812	R00044990	160756582-1	\$40.00 PY ✓ ✓
PP0002332 Totals:						\$40.00
PP0002334	GRAY, ERICK EUGENE	05/01/2018	451431	R00044865	160756513-1	\$63.00 PY ✓ ✓
PP0002334 Totals:						\$63.00
PP0002335	MURPHY, SHANE P	05/11/2018	452194	R00045158	160757280-1	\$30.00 PY ✓ ✓
PP0002335 Totals:						\$30.00
PP0002336	GONZALEZ, ASHLEY DAWN	05/01/2018	451454	R00044885	160758440-1	\$75.00 PY ✓ ✓
PP0002336 Totals:						\$75.00
PP0002339	MOSLEY, ALICIA DION	05/13/2018	452207	R00045167	160758329-1	\$40.00 PY ✓ ✓
		05/21/2018	452551	R00045283	160758329-1 160758331-1	\$40.00 PY ✓ ✓
PP0002339 Totals:						\$80.00
PP0002343	JOHNSTON, JOHN ROBERT	05/04/2018	451817	R00044991	160752599-1	\$50.00 PY ✓
		05/18/2018	452505	R00045259	160752599-1	\$50.00 PY ✓
PP0002343 Totals:						\$100.00
PP0002344	SMITH, JOSHUA SKYLER	05/15/2018	452333	R00045205	160752597-1	\$56.00 PY ✓
PP0002344 Totals:						\$56.00
PP0002349	MARSHALL, KEENA TURNER	05/07/2018	451875	R00045004	160757371-1 160757369-1 160757370-1	\$200.00 PY ✓ ✓
PP0002349 Totals:						\$200.00
PP0002350	CASPERS, MATTHEW C	05/02/2018	451572	R00044945	160759701-1	\$30.00 PY ✓ ✓
PP0002350 Totals:						\$30.00
PP0002354	AGATONE, ROBERT JOHN	05/17/2018	452503	R00045257	140795510-1	\$50.00 PY ✓ ✓
PP0002354 Totals:						\$50.00
PP0002355	VAUGHT, BRENT M	05/14/2018	452275	R00045173	160761227-1	\$160.00 PY ✓
PP0002355 Totals:						\$160.00
PP0002356	FLOWERS, TIFFANY J	05/09/2018	451991	R00045077	160759692-1	\$63.00 PY ✓
PP0002356 Totals:						\$63.00
PP0002357	BARKER, DAVID ALAN JR	05/01/2018	451429	R00044863	160759727-1	\$59.00 PY ✓
PP0002357 Totals:						\$59.00
PP0002360	ACOSTA, JESUS A	05/17/2018	452449	R00045252	160757319-1	\$80.00 PY ✓ ✓
PP0002360 Totals:						\$80.00

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PP0002366	GARNISH, LANCE G	05/01/2018	451446	R00044876	160759100-1	\$41.00 PY ✓ ✓
PP0002366 Totals:						\$41.00
PP0002368	GAUSE-COLE, RONIQUÉ V	05/09/2018	451983	R00045069	160759041-1 160759043-1	\$155.00 PY ✓
PP0002368 Totals:						\$155.00
PP0002370	PRINCE, BRENTIS MARLIN JR	05/02/2018	451487	R00044893	160757386-1	\$100.00 PY ✓
PP0002370 Totals:						\$100.00
PP0002371	FRANKLIN, BRIAN WILLIAM	05/01/2018	451443	R00044873	160756094-1	\$60.00 PY ✓ ✓
		05/25/2018	452792	R00045361	160756094-1	\$60.00 PY ✓ ✓
PP0002371 Totals:						\$120.00
PP0002375	CATRON, MINDY M	05/30/2018	452921	R00045395	160760603-1	\$50.00 PY ✓ ✓
PP0002375 Totals:						\$50.00
PP0002377	NELSON-KEARNS, BRENDON	05/11/2018	452180	R00045150	160755642-1	\$30.00 PY ✓ ✓
PP0002377 Totals:						\$30.00
PP0002380	PARRIS, COLETON J	05/25/2018	452793	R00045362	160759215-1	\$25.00 PY ✓ ✓
PP0002380 Totals:						\$25.00
PP0002381	LONG, AMY SUE L	05/02/2018	451514	R00044909	160758679-1	\$46.00 PY ✓
PP0002381 Totals:						\$46.00
PP0002382	LAYCOCK, ANTHONY LOUIS	05/10/2018	452159	R00045128	160754531-1	\$20.00 PY ✓ ✓
PP0002382 Totals:						\$20.00
PP0002384	DUNCAN, BRENDA DIANE	05/21/2018	452614	R00045303	160759001-1	\$25.00 PY ✓ ✓
PP0002384 Totals:						\$25.00
PP0002387	NORTHWEATHER, SARAH DANIELLE	05/30/2018	452950	R00045405	160758386-1	\$50.00 PY ✓ ✓
PP0002387 Totals:						\$50.00
PP0002388	RUSSELL, JENNIFER NICHOLE	05/12/2018	452201	R00045165	160758233-1	\$50.00 PY ✓ ✓
PP0002388 Totals:						\$50.00
PP0002389	WOLF, ROBERT S	05/27/2018	452829	R00045370	140803495-1	\$20.00 PY ✓ ✓
PP0002389 Totals:						\$20.00
PP0002390	GAUDETTE, DANIEL D	05/16/2018	452361	R00045233	160759074-1	\$50.00 PY ✓ ✓
PP0002390 Totals:						\$50.00
PP0002393	LOGAN, JOHN ALLEN	05/22/2018	452648	R00045307	160759580-1	\$30.00 PY ✓ ✓
PP0002393 Totals:						\$30.00
PP0002397	EMBREY, CHRISTOPHER JAMES	05/01/2018	451434	R00044867	160754907-1	\$123.00 PY ✓
PP0002397 Totals:						\$123.00
PP0002400	REW, CINTHIA JEANNETTE	05/11/2018	452176	R00045146	160762261-1	\$106.50 PY ✓
PP0002400 Totals:						\$106.50
PP0002401	STEWART, PATRICIA LYNN	05/03/2018	451736	R00044980	160756054-1	\$40.00 PY ✓ ✓
PP0002401 Totals:						\$40.00
PP0002407	CYPHERS, DANIEL TODD	05/14/2018	452310	R00045198	160763173-1	\$20.00 PY ✓ ✓
PP0002407 Totals:						\$20.00
PP0002408	SARTAIN, SHEENA KRISTIN	05/02/2018	451575	R00044947	160761221-1	\$20.00 PY ✓ ✓
PP0002408 Totals:						\$20.00
PP0002414	RHOADES, JULIE LYNN	05/03/2018	451732	R00044976	160758416-1	\$10.00 PY ✓ ✓
		05/11/2018	452169	R00045133	160758416-1	\$10.00 PY ✓ ✓
		05/18/2018	452524	R00045260	160758416-1	\$10.00 PY ✓ ✓
		05/25/2018	452789	R00045358	160758416-1	\$10.00 PY ✓ ✓
PP0002414 Totals:						\$40.00
PP0002415	ALLEN, LISA M	05/04/2018	451791	R00044987	160762149-1	\$63.00 PY ✓ ✓
PP0002415 Totals:						\$63.00
PP0002416	HARRISON, MARK ROBERT	05/02/2018	451650	R00044956	160761653-1	\$30.00 PY ✓
		05/24/2018	452772	R00045345	160761653-1	\$95.00 PY ✓
PP0002416 Totals:						\$125.00
PP0002417	SPECHT, KIMBERLY RENEE	05/02/2018	451653	R00044958	160759776-1	\$50.00 PY ✓ ✓
PP0002417 Totals:						\$50.00
PP0002418	BALDWIN, CHARLES ROBERT JR	05/11/2018	452173	R00045143	160760214-1	\$125.00 PY ✓
PP0002418 Totals:						\$125.00

* Indicates an overpayment was made on the Payment Plan

PP0002419	HARRISON, DEBORAH DENISE	05/11/2018	452174	R00045144	160762644-1	\$25.00 PY ✓ ✓
		05/18/2018	452525	R00045261	160762644-1	\$25.00 PY ✓ ✓
		05/25/2018	452782	R00045350	160762644-1	\$25.00 PY ✓ ✓
PP0002419 Totals:						\$75.00
PP0002420	VAMPRAN, CRYSTAL DAWN	05/02/2018	451655	R00044960	160759847-1	\$50.00 PY ✓
		05/04/2018	451832	R00044995	160759847-1	\$50.00 PY ✓
					160759848-1	
		05/11/2018	452197	R00045161	160759848-1	\$50.00 PY ✓
		05/19/2018	452545	R00045282	160759849-1	\$75.00 PY ✓
PP0002420 Totals:						\$225.00
PP0002424	CLARK, NEAL ALEXANDER	05/02/2018	451666	R00044965	160759819-1	\$100.00 PY ✓
		05/11/2018	452198	R00045162	160759819-1	\$100.00 PY ✓
PP0002424 Totals:						\$200.00
PP0002425	WELCH, STEPHEN JOSEPH	05/02/2018	451672	R00044967	160761682-1	\$120.00 PY ✓ ✓
PP0002425 Totals:						\$120.00
PP0002426	MOORE, MATHEW R	05/18/2018	452543	R00045280	160756520-1	\$80.00 PY ✓ ✓
PP0002426 Totals:						\$80.00
PP0002433	GREEN, JAMAR L	05/09/2018	452034	R00045112	160757403-1	\$100.00 PY ✓
		05/11/2018	452161	R00045130	160757403-1	\$125.00 PY ✓
PP0002433 Totals:						\$225.00
PP0002436	DURHAM, KACIE DIANA	05/09/2018	452049	R00045117	160761133-1	\$25.00 PY ✓ ✓
PP0002436 Totals:						\$25.00
PP0002440	SCHAUB, MICHAEL A	05/09/2018	452064	R00045122	160763149-1	\$150.00 PY ✓ ✓
PP0002440 Totals:						\$150.00
PP0002447	LEWISON, MONTANA RAE	05/14/2018	452271	R00045170	160763134-1	\$20.00 PY ✓ ✓
		05/21/2018	452590	R00045291	160763134-1	\$80.00 PY ✓ ✓
					160763135-1	
PP0002447 Totals:						\$100.00
PP0002455	ELLINGSWORTH, WARREN J	05/16/2018	452416	R00045248	160757026-1	\$500.00 PY ✓ ✓
					160757027-1	
					160757028-1	
					160757029-1	
PP0002455 Totals:						\$500.00
PP0002461	KEETON, ERIC ALAN	05/30/2018	452976	R00045414	160756448-1	\$26.50 PY ✓ ✓
PP0002461 Totals:						\$26.50
PP0002469	CIKAN, MATHEW J	05/30/2018	452996	R00045418	160763172-1	\$30.00 PY ✓ ✓
PP0002469 Totals:						\$30.00

Report Totals

\$12,468.50

* Indicates an overpayment was made on the Payment Plan

6/1/2018 2:52:45 PM

1000000000



My Filed Or Closed Cases Listing

Belton

6/5/2018 1:57:43 PM

Totals For Filed Date From 05/01/2018 To 05/31/2018

Posted Fee Totals For Posted Date From 05/01/2018 To 05/31/2018

Violations By Filed Date

City Ordinance	133
MOVING TRAFFIC	294
Parking	1
Traffic	135
Total Violations Filed:	563

Violations Completed-Paid Fines By Filed Date CL-CLOSED FOUND GUILTY

MOVING TRAFFIC	62
Traffic	44
CL	106
Total Violations Completed-Paid Fines:	106

Violations Completed-Before Judge By Filed Date CL-CLOSED FOUND GUILTY

City Ordinance	95
IPMC CODE	1
MOVING TRAFFIC	79
Traffic	119
CL	294

DC-Dismissed by Complaintant

City Ordinance	3
DC	3

DI-CLOSED BY SIS



My Filed Or Closed Cases Listing

Belton

6/5/2018 1:57:43 PM

Totals For Filed Date From 05/01/2018 To 05/31/2018

Posted Fee Totals For Posted Date From 05/01/2018 To 05/31/2018

Violations Completed-Before Judge By Filed Date

MOVING TRAFFIC	4	
DI		4

DJ-Dismissed by Judge

City Ordinance	8	
MOVING TRAFFIC	5	
DJ		13

DP-Dismissed by Prosecutor

City Ordinance	21	
MOVING TRAFFIC	14	
Traffic	2	
DP		37

DW-DISMISSED NO WITNESS

City Ordinance	1	
DW		1

DX-FOUND NOT GUILTY AT TRIAL

City Ordinance	3	
IPMC CODE	2	
MOVING TRAFFIC	35	
UNIFIED DEVELOPMENT CODE	1	
DX		41

Total Violations Completed-Before Judge: 393

Violations Completed-Other By Filed Date

DS-DISMISSED SC PP RECALCULATED/PAID



My Filed Or Closed Cases Listing

Belton

6/5/2018 1:57:43 PM

Totals For Filed Date From 05/01/2018 To 05/31/2018

Posted Fee Totals For Posted Date From 05/01/2018 To 05/31/2018

Violations Completed-Other By Filed Date

City Ordinance	36	
D\$		36

DJ-Dismissed by Judge

City Ordinance	2	
DJ		2

DO-DISMISSED BY OFFICER

City Ordinance	1	
IPMC CODE	3	
MOVING TRAFFIC	2	
DO		6

DS-DISMISSED STATE CHARGES

City Ordinance	1	
MOVING TRAFFIC	2	
DS		3

Total Violations Completed-Paid Fines: 47

Total Violations Completed-Paid Fines:	106
Total Violations Completed-Before Judge:	393
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	47
Total Violations Completed:	546
Total Violations Filed:	563
Net Difference Filed - Completed:	17



My Filed Or Closed Cases Listing

Belton

6/5/2018 1:57:43 PM

Totals For Filed Date From 05/01/2018 To 05/31/2018

Posted Fee Totals For Posted Date From 05/01/2018 To 05/31/2018

Warrants Issued

City Ordinance	178		
MOVING TRAFFIC	129		
Traffic	47		
Total Warrants Issued:	354	Total Violations:	354

Warrants Cleared

City Ordinance	167		
IPMC CODE	1		
MOVING TRAFFIC	124		
Parking	1		
Traffic	57		
Total Warrants Cleared:	350	Total Violations:	350

Total Warrants Issued:	354		
Total Warrants Cleared:	350		
Net Difference:	4		

Violations Completed-Other Paid By Filed Date

AJ-SUSPENDED IMPOSITION OF SENTEN

MOVING TRAFFIC	3		
AJ		3	

CC-CONTEMPT OF COURT ISSUED

City Ordinance	3		
MOVING TRAFFIC	2		
CC		5	

CD-Completion date for school(s)



My Filed Or Closed Cases Listing

Belton

6/5/2018 1:57:43 PM

Totals For Filed Date From 05/01/2018 To 05/31/2018

Posted Fee Totals For Posted Date From 05/01/2018 To 05/31/2018

Violations Completed-Other Paid By Filed Date

MOVING TRAFFIC	1	
CD		1

CL-CLOSED FOUND GUILTY

City Ordinance	4	
MOVING TRAFFIC	2	
Traffic	1	
CL		7

CN-Continued Arraignment

City Ordinance	1	
MOVING TRAFFIC	3	
Traffic	2	
CN		6

PP-Payment plan

City Ordinance	33	
IPMC CODE	2	
MOVING TRAFFIC	59	
Traffic	21	
UNUSED	2	
PP		117

WI-Warrant Issued

City Ordinance	24	
MOVING TRAFFIC	20	



My Filed Or Closed Cases Listing

Belton

6/5/2018 1:57:43 PM

Totals For Filed Date From 05/01/2018 To 05/31/2018

Posted Fee Totals For Posted Date From 05/01/2018 To 05/31/2018

Violations Completed-Other Paid By Filed Date

Traffic	10
WI	54
Total Violations Completed-Other Paid:	193



My Filed Or Closed Cases Listing

Belton

6/5/2018 1:57:43 PM

Posted Fee Totals For Posted Date From 05/01/2018 To 05/31/2018

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$2,664.00
CC (76)	COURT COSTS	\$3,266.43
CN (CA)	COURT NOTIFCATION AUTOMATION	\$582.19
CVC2 (74)	CRIME VICTIMS CITY	\$109.89
CVS2 (CV)	CRIME VICTIMS STATE	\$2,203.50
DM (82)	DOMESTIC VIOLENCE	\$593.50
DWI (77)	DWI RECOVERY COST	\$320.50
FINE (76)	FINE	\$42,392.70
ILFC (83)	ILF- CITY	\$297.63
IS (IS)	INMATE SECURITY FUND	\$593.62
RST (RS)	RESTITUTION	\$280.00
SBF (84)	SURETY BOND FORFEITURE	\$250.00
SR (SR)	SHERIFF RETIREMENT	\$927.13
TFC (78)	TRAINING FUND CITY	\$591.87
TFS (81)	TRAINING FUND STATE	\$309.04

28

Report Totals:

\$55,382.00

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION		Contact information same as last report <input checked="" type="checkbox"/>	
Municipality:	Belton	Reporting Period: 5/2018	
Mailing Address: 7001 E. 163rd St. Belton 64012		Software Vendor: Tyler Technologies	
Physical Address: 7001 E. 163rd St. Belton 64012		County: CASS COUNTY	Circuit: 17
Telephone Number: (816) 331-2798		Fax Number: (816) 348-4439	
Prepared by: Laura Ellis	E-mail Address: beltoncourts@beltonpd.org		iNotes <input checked="" type="checkbox"/>
Municipal Judge(s) CHARLES C. CURRY		Prosecuting Attorney: WILLIAM N. MARSHALL III	
II. MONTHLY CASELOAD INFORMATION		Alcohol and Drug Related Traffic	Other Traffic
A. cases (citations / informations) pending at start of month		90	3,550
B. cases (citations / informations) filed		5	422
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	15
3. court / bench trial - NOT GUILTY		0	35
4. plea of GUILTY in court		2	198
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	99
6. dismissed by court		0	5
7. <i>nolle prosequi</i>		0	19
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		2	371
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		93	3,601
E. Trial de Novo and / or appeal applications filed		0	0
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS	
1. # issued during reporting period	354	# issued during period	0
2. # served/withdrawn during reporting period	364	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	2,789		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 5/2018
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$28,939.73		
Clerk Fee - Excess Revenue	\$2,668.37		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$82.14		
Bond forfeitures (paid to city) - Excess Revenue	\$501.00		
Total Excess Revenue	\$32,191.24		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$14,035.16		
Clerk Fee - Other	\$895.69		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace officer Standards and Training (POST) Commission surcharge	\$309.04		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$2,203.50		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$27.75		
Law Enforcement Training (LET) Fund surcharge	\$591.87		
Domestic Violence Shelter surcharge	\$593.50		
Inmate Prisoner Detainee Security Fund surcharge	\$593.62		
Sheriffs' Retirement Fund (SRF) surcharge	\$927.13		
Restitution	\$280.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$2,413.00		
Total Revenue Other	\$22,870.26		
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Other Disbursements	\$320.50
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$55,382.00
DWI RECOVERY COST	\$320.50	Bond Refunds	\$0.00
		Total Disbursements	\$55,382.00

Municipal Division Summary Reporting

à [Select A Different Report](#)

17th Judicial Circuit - Cass County - Belton Municipal Division

	79		
Cass	17th		
MDSR	6	Cass	17th
Belton Municipal Divisic	79	new	new
0	<input type="button" value="Select"/>	<input type="button" value="Add June Report ö"/>	

Reporting Period Year Reporting Period Month Action

2018	May	Resubmit <input type="button" value="j"/>
2018	April	Resubmit <input type="button" value="j"/>
2018	March	Resubmit <input type="button" value="j"/>
2018	February	Resubmit <input type="button" value="j"/>
2018	January	Resubmit <input type="button" value="j"/>

Municipal Division Summary Reporting 17th Judicial Circuit - Cass County - Belton Municipal Division

4	2018	90	3550
2001	2758	N	Y
7001 E. 163rd Street		Belton	64012
0		06/05/2018	new
MDSR	79	17th	Cass
N	new	new	
2018	5		

I. COURT INFORMATION

Reporting Period é

No court activity occurred in reporting period é

Municipal Division Information é

Case Management

Telephone Number

Fax Number

Prepared by

Prepared by E-mail Address é

Municipal Judge(s) Active During Reporting Period

Charles Curry
Kevin Anderson
Clayton Jones
Ross Nigro

II. MONTHLY CASELOAD INFORMATION

	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	Alcohol & Drug Related Traffic Cases (citations/informations) pending at start of month 90	Other Traffic Cases (citations/informations) pending at start of month 3,550	Non-Traffic Ordinance Cases (citations/informations) pending at start of month 2,001
B. Cases (citations/informations) filed	Alcohol & Drug Related Traffic Cases (citations/informations) filed 5	Other Traffic Cases (citations/informations) filed 422	Non-Traffic Ordinance Cases (citations/informations) filed 136
C. Cases (citations/informations) disposed	Alcohol & Drug Related Traffic Cases (citations/informations) disposed 2	Other Traffic Cases (citations/informations) disposed 371	Non-Traffic Ordinance Cases (citations/informations) disposed 178
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	Alcohol & Drug Related Traffic Cases - jury trial (Springfield, Jefferson County, and St. Louis County only) 0	Other Traffic Cases - jury trial (Springfield, Jefferson County, and St. Louis County only) 0	Non-Traffic Ordinance Cases - jury trial (Springfield, Jefferson County, and St. Louis County only) 0
2. court / bench trial - GUILTY	Alcohol & Drug Related Traffic Cases - court / bench trial - GUILTY 0	Other Traffic Cases - court / bench trial - GUILTY 15	Non-Traffic Ordinance Cases - court / bench trial - GUILTY 9
3. court / bench trial - NOT GUILTY	Alcohol & Drug Related Traffic Cases - court / bench trial - NOT GUILTY 0	Other Traffic Cases - court / bench trial - GUILTY 35	Non-Traffic Ordinance Cases - court / bench trial - GUILTY 6
4. plea of GUILTY in court	Alcohol & Drug Related Traffic Cases - court / bench trial - plea of GUILTY in court 2	Other Traffic Cases - court / bench trial - plea of GUILTY in court 198	Non-Traffic Ordinance Cases - court / bench trial - plea of GUILTY in court 88

II. MONTHLY CASELOAD INFORMATION

	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	Alcohol & Drug Related Traffic Cases - Violations Bureau Citations 0	Other-Traffic Cases - court / bench trial - Violations Bureau Citations 99	Non-Traffic Ordinance Cases - court / bench trial - Violations Bureau Citations 2
6. dismissed by court	Alcohol & Drug Related Traffic Cases - dismissed by court 0	Other Traffic Cases - dismissed by court 5	Non-Traffic Ordinance Cases - dismissed by court 47
7. nolle prosequi	Alcohol & Drug Related Traffic Cases - nolle prosequi 0	Other Traffic Cases - nolle prosequi 19	Non-Traffic Ordinance Cases - nolle prosequi 26
8. certified for jury trial (not heard in the Municipal Division)	Alcohol & Drug Related Traffic Cases - certified for jury trial 0	Other Traffic Cases - certified for jury trial 0	Non-Traffic Ordinance Cases - certified for jury trial 0
9. TOTAL CASE DISPOSITIONS	Alcohol & Drug Related Traffic Cases - TOTAL CASE DISPOSITIONS 2	Other Traffic Cases - TOTAL CASE DISPOSITIONS 371	Non-Traffic Ordinance Cases - TOTAL CASE DISPOSITIONS 178
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9] é	Alcohol & Drug Related Traffic Cases - pending at end of month 93	Other Traffic Cases - pending at end of month 3,601	Non-Traffic Ordinance Cases - pending at end of month 1,959
E. Trial de Novo and / or appeal applications filed	Alcohol & Drug Related Traffic Cases - Trial de Novo and / or appeal applications filed 0	Other Traffic Cases - Trial de Novo and / or appeal applications filed 0	Non-Traffic Ordinance Cases - Trial de Novo and / or appeal applications filed 0

III. WARRANT INFORMATION (pre- & post-disposition)

Outstanding at end of previous reporting period

Warrant Info - Issued during reporting period

N 2,758

1. # Issued during reporting period	Warrant Info - Issued during reporting period
	<input type="text" value="354"/>
2. # Served/withdrawn during reporting period	Warrant Info - Served/withdrawn during reporting period
	<input type="text" value="364"/>
3. # Outstanding at end of reporting period	Warrant Info - Outstanding at end of reporting period
	<input type="text" value="2,748"/>

IV. PARKING TICKETS é

Does court staff process parking tickets?

- Yes
 No

1. # Issued during reporting period	Parking Tickets - Issued during reporting period
	<input type="text"/>

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)

Fines – Excess Revenue	Fines - Excess Revenue \$	<input type="text" value="28,939.73"/>
Clerk Fee – Excess Revenue	Clerk Fee - Excess Revenue \$	<input type="text" value="2,668.37"/>
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue \$	<input type="text" value="82.14"/>
Bond forfeitures (paid to city) – Excess Revenue	Bond forfeitures (paid to city) - Excess Revenue \$	<input type="text" value="501.00"/>
Total Excess Revenue	Total Excess Revenue \$	<input type="text" value="32,191.24"/>

Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)

Fines – Other	Fines - Other \$	<input type="text" value="14,035.16"/>
Clerk Fee – Other	Clerk Fee - Other \$	<input type="text" value="895.69"/>
Judicial Education Fund (JEF) Court does not retain funds for JEF <input type="checkbox"/> Court does not retain funds for JEF	Judicial Education Fund (JEF) \$	<input type="text"/>
Peace Officer Standards and Training (POST) Commission surcharge	Peace Officer Standards and Training (POST) Commission surcharge \$	<input type="text" value="309.04"/>
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	Crime Victims Compensation (CVC) Fund surcharge - Paid to State \$	<input type="text" value="2,203.50"/>
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other \$	<input type="text" value="27.75"/>
Law Enforcement Training (LET) Fund surcharge	Law Enforcement Training (LET) Fund surcharge \$	<input type="text" value="591.87"/>

Domestic Violence Shelter surcharge	Domestic Violence Shelter surcharge \$ 593.50
Inmate Prisoner Detainee Security Fund surcharge	Inmate Prisoner Detainee Security Fund surcharge \$ 593.62
Sheriffs' Retirement Fund (SRF) surcharge	Sheriffs' Retirement Fund (SRF) surcharge \$ 927.13
Restitution	Restitution \$280.00
Parking ticket revenue (including penalties)	Parking ticket revenue (including penalties) \$ 0.00
Bond forfeitures (paid to city) - Other	Bond forfeitures (paid to city) - Other \$ 2,413.00
Total Other Revenue	Total Other Revenue \$22,870.26

Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.

F Other Disbursement Description 1 DWI RECOVERY COS	Other Disbursement Amount 1 \$320.50
F Other Disbursement Description 2 PHOTOCOPIES	Other Disbursement Amount 2 \$2.00
F Other Disbursement Description 3	Other Disbursement Amount 3 \$
F Other Disbursement Description 4	Other Disbursement Amount 4 \$
F Other Disbursement Description 5	Other Disbursement Amount 5 \$
F Other Disbursement Description 6	Other Disbursement Amount 6 \$
F Other Disbursement Description 7	Other Disbursement Amount 7 \$
F Other Disbursement Description 8	Other Disbursement Amount 8 \$
F Other Disbursement Description 9	Other Disbursement Amount 9 \$
F Other Disbursement Description 10	Other Disbursement Amount 10 \$
F Other Disbursement Description 11	Other Disbursement Amount 11 \$
F Other Disbursement Description 12	Other Disbursement Amount 12 \$
F Other Disbursement Description 13	Other Disbursement Amount 13 \$

F Other Disbursement Description 14	Other Disbursement Amount 14 \$
<input type="text"/>	<input type="text"/>
F Other Disbursement Description 15	Other Disbursement Amount 15 \$
<input type="text"/>	<input type="text"/>
F Other Disbursement Description 16	Other Disbursement Amount 16 \$
<input type="text"/>	<input type="text"/>
F Other Disbursement Description 17	Other Disbursement Amount 17 \$
<input type="text"/>	<input type="text"/>
F Other Disbursement Description 18	Other Disbursement Amount 18 \$
<input type="text"/>	<input type="text"/>
F Other Disbursement Description 19	Other Disbursement Amount 19 \$
<input type="text"/>	<input type="text"/>
F Other Disbursement Description 20	Other Disbursement Amount 20 \$
<input type="text"/>	<input type="text"/>
F Other Disbursement Description 21	Other Disbursement Amount 21 \$
<input type="text"/>	<input type="text"/>
F Other Disbursement Description 22	Other Disbursement Amount 22 \$
<input type="text"/>	<input type="text"/>

Add Additional Disbursement

Total Other Disbursements

Total Other Disbursements \$

Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited

Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited \$

Bond Refunds

Bond Refunds \$

Total Disbursements

Total Disbursements \$

<input type="text" value="79"/>	<input type="text" value="MDSR"/>
<input type="text" value="Cass"/>	<input type="text" value="Belton Municipal Divisic"/>

SECTION IV

C

R2018-35

A RESOLUTION APPOINTING STEPHANIE DAVIDSON TO THE MUNICIPAL PARK BOARD AS COUNCILMAN LIAISON.

WHEREAS, Section 17-40 of the Belton code of Ordinances provides for the appointment of nine (9) directors to the Municipal Park Board by the Mayor of the City, subject to the approval of the City Council; and

WHEREAS, Lorrie Peek has resigned her position on the Park Board as Councilman liaison effective June 12, 2018; and

WHEREAS, Stephanie Davidson is hereby appointed to serve as Councilman liaison.

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

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

<u>NAME</u>	<u>TERM</u>
Denise Elosh	June 1, 2019
George Shrum	June 1, 2019
Rusty Sullivan	June 1, 2019
David Daniels	June 1, 2020
Marvin Mickelson	June 1, 2020
Barbara Miller	June 1, 2020
Charlie Dalzell	June 1, 2021
Mike Miller	June 1, 2021
Terry Ward	June 1, 2021
Councilman Liasion – Stephanie Davidson	

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 26th day of June, 2018.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 26th day of June, 2018, and adopted at a regular meeting of the City Council held the 26th day of June, 2018 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

SECTION IV

D

R2018-36

A RESOLUTION APPOINTING RANDALL ASJES TO SERVE ON THE BELTON TREE BOARD.

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

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

WHEREAS, Janna Dillon resigned her position on the Tree Board effective May 17, 2018, and her term expires January 11, 2020; and

WHEREAS, Randall Asjes is hereby appointed to serve as a member of the Belton Tree Board to fill Janna Dillon's unexpired term until January 11, 2020, 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 shall constitute the Belton Tree Board with terms of office as shown:

<u>NAME</u>	<u>TERM</u>
Patricia Porter	January 11, 2019
George Gray	January 11, 2019
Randall Asjes	January 11, 2020
Donald Schuster	January 11, 2021
Jennifer Kailus	January 11, 2021

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

Duly read and passed this 26th day of June, 2018.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 26th day of June, 2018, and adopted at a regular meeting of the City Council held the 26th day of June, 2018 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



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

Date 5-12-18

*Board/Commission of interest Tree Board

*Name Randall P. Asjes

*Phone# 713.208.3452

*Home Address 7 Aster Lane
Belton, Mo.
64012

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

Yes No

*E-mail randyasjes@gmail.com

Length of residence in Belton ~30 years

Why are you interested in serving on this Board or Commission? I was
invited (asked) to. I love the city of
Belton and wish to further its beautification.
I think my skill set would be an asset.

List other service on local boards or commission: Belton Memorial
Park Arboretum Board, Brookside
Neighbourhood Association (V.P.)

Other qualifications you have that may be helpful in serving on this particular board:
4th Generation Nurscoyman, Missouri
Certified Nurscoyman #156, Corporate
Management Experience

Signature: [Handwritten Signature]

*Required information

SECTION VI

C

AN ORDINANCE APPROVING THE MASTER AGREEMENT WITH KENTON BROTHERS LOCKSMITHS, INC. AND THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2019 ADOPTED CITY BUDGET FOR THE PURPOSE OF PURCHASING AN ACCESS CONTROL SYSTEM FOR CITY HALL AND THE CITY HALL ANNEX.

WHEREAS, on March 20, 2018 under Ordinance No. 2018-4415, the City Council approved the Fiscal Year 2019 City Budget; and

WHEREAS, Midwest Public Risk has made funds available through their Loss Control program for the purchase of an access control system for City Hall and the City Hall Annex to provide greater security of both facilities; and

WHEREAS, Kenton Brothers Locksmiths, Inc. provided and installed the Belton Police Department's security/camera system in 2014 and currently maintains the system; and

WHEREAS, the proposed City Hall and the City Hall Annex security lock system will take advantage of the existing controller provided by Kenton Brothers Locksmith, Inc. and located at the Police Department; and

WHEREAS, Kenton Brothers Locksmiths, Inc. has submitted a proposal and Master Agreement utilizing the discount from the State of Missouri and Jackson County, Missouri contract(s) for the purchase of an access control system for City Hall and the City Hall Annex in the amount of \$11,343.95.

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

Section 1. In the General Fund, # 010 ...

INCREASE the balance by \$11,344 (whole dollars) of Expenditure line item, # 010-0000-495-7400 , named Capital Outlay - Equipment .

INCREASE the balance by \$11,344 (whole dollars) of Revenue line item, #010-0000-367-2000 , named Miscellaneous Revenue .

Section 2. That the City Council hereby authorizes and approves the Belton City Hall and Annex Access Control proposal and Master Agreement with Kenton Brothers Locksmiths, Inc., herein attached and incorporated as Exhibit A to this Ordinance.

Section 3. That the City Manager is hereby authorized to sign the proposal and Master Agreement on behalf of the City.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME: June 26, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ___ day of _____, 2018

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 26th day of June, 2018, and thereafter adopted as Ordinance No. 2018-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2018, after the second reading thereof by the following vote, to-wit:

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

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



Proposal: 7191-3-0

Belton City Hall and Annex Access Control

Proposal Issued
5.25.2018

Proposal Valid To
7.6.2018

Prepared for:

Alexa Barton

City of Belton
520 Main Street
Belton, MO 64640-12

P
E Abarton@Belton.Org
W (816) 331-4331

CLIENT INFORMATION

Name: City of Belton

Site:
520 Main Street
Belton, MO 64012

Billing:
520 Main Street
Belton, MO 64640-12

Contact:
Alexa Barton
(816) 331-4331
Abarton@Belton.Org

PROJECT DESCRIPTION

Project Objectives

To ensure a successful implementation and completion of this project, the following objective(s) will be completed by Kenton Brothers Inc.

- Add 2 doors of access control on City Hall Annex to existing Belton Police S2 system.
- Add parking lot entrance door on City Hall to existing Belton Police S2 system.
- Optionally- add front door of Belton City Hall to existing Belton Police S2.

The services and hardware proposed in this document are developed based on the information provided by Belton City Hall . The configuration and technical details set forth in this document are intended to provide Belton City Hall with a solution designed to meet the current and future needs of the company.

Project Scope of Work

Access Control System Description

Install 4 doors of access control onto the existing Belton PD system infrastructure.

City Hall doors can be operated independently from the Police department, but Police officers can be granted access through the same system.

Network location - City Hall

- Install wall mounted 2 portal door access controller
- Install 1.5 amp / 2 Door 12/24 VDC power supply
- Customer to supply 2 outlets of 120v power at switch / power supply locations
- Door controllers are not expandable. Only 2 doors can be controlled through the proposed controller
- Install Cat 6 from network switch to door controllers / door hardware
- Customer to supply 1 (POE optional) network ports

Network location - City Hall Annex

- Install wall mounted 2 portal door access controller
- Install 2 amp / 2 Door 12/24 VDC power supply
- Customer to supply 2 outlets of 120v power at switch / power supply locations
- Door controllers are not expandable. Only 2 doors can be controlled through the proposed controller
- Install Cat 6 from network switch to door controllers / door hardware



- Customer to supply 1 (POE optional) network ports

Doors

City Hall - Parking Lot Entrance (ELR) (double door/1 leaf active)

Description: Free mechanical egress at all times. When approaching door for ingress, door will remain locked until valid credential is presented to card reader. After credential is verified by access control system the electric latch retraction will release to allow momentary or extended entry. Access control system will allow electric latch retraction to be programmed for automatic locking and unlocking on a schedule. Upon egress request to exit switch will shunt door contact for valid egress. Electric door strike will remain locked during egress process as free egress is allowed by mechanical hardware. Door position switches will monitor whether doors are open or closed.

Lock: Command Access VLP-KIT

Reader: HID Multiclass

Door Contact: 2x Recessed Grey

REX: DS160

includes ADA opener Integration

OPTION: City Hall - Front Main Inner vestibule entrance (ELR) (double door/1 leaf active)

Description: Free mechanical egress at all times. When approaching door for ingress, door will remain locked until valid credential is presented to card reader. After credential is verified by access control system the electric latch retraction will release to allow momentary or extended entry. Access control system will allow electric latch retraction to be programmed for automatic locking and unlocking on a schedule. Upon egress request to exit switch will shunt door contact for valid egress. Electric door strike will remain locked during egress process as free egress is allowed by mechanical hardware. Door position switches will monitor whether doors are open or closed.

Lock: Command Access PD10

Reader: HID Multiclass

Door Contact: 2x Recessed Grey

REX: DS160

with ADA opener Integration

City Hall Annex - West (Strike)

Description: Free mechanical egress at all times. When approaching door for ingress, door will remain locked until valid credential is presented to card reader. After credential is verified by access control system the electric door strike will release to allow momentary or extended entry. Access control system will allow electric door strike to be programmed for automatic locking and unlocking on a schedule. Upon egress request to exit switch will shunt door contact for valid egress. Electric door strike will remain locked during egress process as free egress is allowed by mechanical hardware. Door position switches will monitor whether doors are open or closed.

Lock: HES 5200

Reader: HID Multiclass

Door Contact: Recessed Grey

REX: DS160

City Hall Annex - South (Strike)

Description: Free mechanical egress at all times. When approaching door for ingress, door will remain locked until valid credential is presented to card reader. After credential is verified by access control system the electric door strike will release to allow momentary or extended entry. Access control system will allow electric door strike to be programmed for automatic locking and unlocking on a schedule. Upon egress request to exit switch will shunt door contact for valid egress. Electric door strike will remain locked during egress process as free egress is allowed by mechanical hardware. Door position switches will monitor whether doors are open or closed.

Lock: HES 1006

Reader: HID Multiclass

Door Contact: Recessed Grey

REX: DS160

KB will coordinate door operation and schedule with customer's designated contact for final approval.

Cabling

- Exterior cable that is exposed to the environments will be rated for UV exposure or burial direct as installation method requires.
- Exposed cabling will be installed in conduit or raceway to provide protection.
- Interior cable will be exposed above finished ceiling.
- Interior cable will be exposed in open ceilings; cable will be yellow in color.
- Interior will be supported by standard trade methods.
- Interior will be installed in a secure manner.

Warranty

- Materials are warrantied according to the manufacturer's warranty (minimum 1 year).
- Labor and workmanship is warrantied for 90 days.

Customer Requirements

The customer will provide items below to allow for a successful project implementation.

- City Hall Network must have access to Belton PD Controller. Customer should field verify connectivity.
- Belton PD Controller must have 3 available portal licenses.
- Grant KB consultants and engineers reasonable access to facilities, IT systems, and administrative access rights needed to complete this project
- Provide adequate workspace for KB personnel.
- Make available all participating customer personnel so as to facilitate timely completion of this project and the knowledge transfer process.
- Execute the timely review and approval of deliverables and project completion documentation in support of the overall project plan and objectives.
- Any security clearances required by customer will be supplied the by customer in a timely manner.
- Any safety or other training required by customer, not otherwise included in scope, will be an

- additional charge. Customer must notify KB of any specific training time requirements.
- Provide 2 IP addresses needed for this project.
- Provide names for all door locations and access levels prior to programming.
- KB will provide training to customer on entering people and card into access system for the first 10 cards / people. Additional entries can be provided at an additional charge.
- KB will import people and cards from an excel or CSV template, if provided by customer prior to system programming.
- Provide all usernames and password to complete scope.
- Provide internet security for server/access controller.
- Provide network routing and connectivity for cameras, workstations, servers, mobile applications.
- Provide ample space for mounting equipment and hardware as needed.
- Provide all Ethernet ports for system connectivity as needed.
- Kenton Brothers definition of PPE (Personal Protective Equipment) is: hard hat, safety glasses, steel toed boots, ear plugs, lift harness, high visibility vest. Any additional requirements must be communicated prior to quote acceptance.
- Verify that the job site is ready for KB to perform the installation before scheduling the installation.
- Any time that work cannot reasonably be performed must be disclosed before project acceptance. This included periods of time that KB technicians cannot make noise and/or access needed equipment, doors or wire paths.

KB will charge the Customer additional fees for any down time occurred during the installation if Customer Requirements are not met.

Project Assumptions

- Any and all training provided as a part of the project scope is designed to give clients an initial exposure to the systems involved. It is not designed to be a replacement for the comprehensive material offered by the manufacturer's education services.
- Existing door hardware is functioning as designed. Door hardware repair / replacement can be performed at an additional charge.
- All work will be performed with a 6'-10' ladder.
- Lift can be driven on grounds as needed, no landscaping repair is included.
- All work will be performed during normal business hours unless noted in the scope of work.
- Acceptance of proposal allows Kenton Brothers to make modifications to door and door frame
- Door frame modifications will be concealed as much as possible, however some modifications may be seen.

Project Exceptions

- Intrusion Alarm integration with access control is not included, unless otherwise specified in scope.
- Fire Alarm integration with access control is not included, unless otherwise specified in scope.
- Elevator integration with access control is not included, unless otherwise specified in scope.
- Intercom integration with access control is not included, unless otherwise specified in scope.



- Door and frame adjustments / repairs are excluded, unless otherwise specified in scope.
- Existing door hardware / repairs are excluded, unless otherwise specified in scope.
- No roof penetrations will be provided, unless otherwise specified in scope.
- 120VAC power will not be provided unless otherwise specified in scope.
- Power suppression (lighting protection) is not included unless otherwise specified in scope.
- Permits and permit fees are not included unless otherwise specified in scope.
- Conduit / raceway is not included unless otherwise specified in scope.

PROJECT BUDGET

Access Control - City Hall, parking lot entry \$4,005.65

QTY Description

1	REQUEST-TO-EXIT PASSIVE INFRARED DETECTOR LIGHT
200	1,000' TAPPAN WIRE H91602.1 YELLOW
1	POWER CORD 9' BLACK 16 GAUGE 3 CONDUCTOR 13A
2	BATTERY 12V 7AH
2	3/4 Door Contact, Wide Gap, Closed Loop, Gray
1	MULTICLASS SE RP40 READER BLACK PIGTAIL
1	Command Access Power Supply 2A, 24DVC, 4 Outputs, Battery Charging Circuit, Fire Alarm Link, UL294 6th Edition
1	S2 MICRONODE PLUS
1	ELECTRIC LATCH RETRACTION KIT FOR VON DUPRIN
1	CONCEALED DOOR LOOP ALUMINUM
1	UNIVERSAL TIME DELAY MODULE
200	22 AWG 4 CONDUCTOR STRANDED BARE COPPER 1000' ROL
1	RELAY 24VDC 5 AMP 120VAC/28VDC
100	CATEGORY 6 UTP CABLE, PLENUM, YELLOW JACKET 1000'
2	TECHCHOICE 1 PORT MOD JACK CAT 6 YELLOW
3	3' CAT 6 PATCH CORD YELLOW

Equipment Subtotal:	\$1,763.15
Labor Subtotal:	\$2,142.50
Supplies & Materials Subtotal:	\$100.00
Access Control - City Hall, parking lot entry Subtotal:	\$4,005.65

Access Control - OPTION City Hall, Front Main inner Vestibule \$2,490.14

QTY Description

1	Command Access Motorized Latch-pullback kit for Command PD11, Dor-O-Matic or Falcon 1690/1790, First Choice 3600/3700, & AHT 4/5 series exit devices, (36-48), Fail Secure 24V
1	POWER CORD 9' BLACK 16 GAUGE 3 CONDUCTOR 13A
300	1,000' TAPPAN WIRE H91602.1 YELLOW
1	REQUEST-TO-EXIT PASSIVE INFRARED DETECTOR LIGHT
2	3/4 Door Contact, Wide Gap, Closed Loop, Gray
1	CONCEALED DOOR LOOP ALUMINUM
1	MULTICLASS SE RP40 READER BLACK PIGTAIL
1	RELAY 24VDC 5 AMP 120VAC/28VDC
1	UNIVERSAL TIME DELAY MODULE
500	22 AWG 4 CONDUCTOR STRANDED BARE COPPER 1000' ROL

Equipment Subtotal:	\$827.64
Labor Subtotal:	\$1,662.50
Access Control - OPTION City Hall, Front Main inner Vestibule Subtotal:	\$2,490.14

Access Control - Annex, 2 Doors-South and West \$4,568.16

QTY Description

2	12V 5AH SEALED LEAD ACID BATTERY
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Access Control - Annex, 2 Doors-South and West **\$4,568.16**

QTY	Description
1	POWER CORD 9' BLACK 16 GAUGE 3 CONDUCTOR 13A
2	REQUEST-TO-EXIT PASSIVE INFRARED DETECTOR LIGHT
400	1,000' TAPPAN WIRE H91602.1 YELLOW
2	MULTICLASS SE RP40 READER BLACK PIGTAIL
1	12/24 VDC Power supply, 4 outputs, 3 amp @ 24 vdc
1	MICRONODE PLUS
1	PoE INJECTOR & 100/ 240VAC POWER SUPPLY 48VDC
100	CATEGORY 6 UTP CABLE, PLENUM, YELLOW JACKET 1000'
2	TECHCHOICE 1 PORT MOD JACK CAT 6 YELLOW
3	3' CAT 6 PATCH CORD YELLOW
1	ELECTRIC STRIKE KIT FAIL SECURE/ SAFE SELECTABLE
1	1006 STRIKE KIT W/SMARTPACK FAIL SECURE 630
2	3/4 Door Contact, Wide Gap, Closed Loop, Gray

Equipment Subtotal:	\$2,283.16
Labor Subtotal:	\$2,285.00
Access Control - Annex, 2 Doors-South and West Subtotal:	\$4,568.16

Cards **\$280.00**

QTY	Description
100	CONTACTLESS SMART CARD PROGRAMMED ICLASS PLAIN

Equipment Subtotal:	\$280.00
Cards Subtotal:	\$280.00

Financial Summary

Total Proposal Amount: **\$11,343.95**

Note: The above price does not include sales tax.

PROJECT INVESTMENT SUMMARY

System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the sum of: **\$11,343.95.**

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

Payment Terms:

Payment shall be Net 30 of invoice date.



PROJECT EXCLUSIONS, CLARIFICATIONS & ASSUMPTIONS

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

Clarifications & Assumptions

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

Overtime is not included and will be charged additionally.

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

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

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

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



PROJECT ACCEPTANCE

Proposal Acceptance:

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

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

AGREEMENT

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

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

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

Signature: _____

Title: _____

Date: _____

Accepted By: **City of Belton**
Name: **Alexa Barton**

Signature: _____

Title: _____

Date: _____



STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

- (a) "CCTV" means closed circuit television.
- (b) "Customer Location(s)" means the location(s) of Customer identified in the Schedule.
- (c) "Effective Date" means the effective date of this Agreement established on page 1 hereof.
- (d) "Equipment" means locking hardware, keying system hardware, cameras, alarms, doors, monitors, and other materials and tangible items
- (e) "Fees" means the KB's costs, expenses and any other charges for the Equipment, Software, Services or other items pursuant to this Agreement and/or in the applicable Schedule.
- (f) "Installation Services" means the process by which KB installs Equipment and/or Software for Customer pursuant to a Schedule.
- (g) "Leased Equipment" means Equipment that KB leases, or agrees to lease, to Customer pursuant to the terms of a Schedule.
- (h) "Licensed Software" means the machine readable forms of computer software programs and interfaces developed by KB that KB licenses, or agrees to license, to Customer pursuant to a Schedule, and all items of associated documentation, together with new releases, updates, corrections and patches to same.
- (i) "Purchased Equipment" means Equipment that KB sells, or agrees to sell, to Customer pursuant to the terms of a Schedule.
- (j) "Remote Video Equipment" means Equipment KB sells or leases, or agrees to sell or lease, to Customer pursuant to the terms of a Schedule for establishing, maintaining and/or operating a system of CCTV components at Customer Location(s) which Customer's authorized personnel can view from any computer or smart phone connected to high speed Internet.
- (k) "Remote Video Server Access" means access via the Internet to KB's remote video server which finds the IP address associated with Customer's CCTV components in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities.
- (l) "Schedule" means any purchase schedules or other order forms executed by the parties and incorporating this Agreement pursuant to which Customer may order Equipment, Software or Services from KB, together with all exhibits and schedules thereto. Schedules become effective upon execution by both parties.
- (m) "Services" means the services (including related documentation, content and materials provided in conjunction therewith) that KB provides or agrees to provide to Customer pursuant to the terms of this Agreement and a Schedule, including any changes, modifications, improvements and enhancements KB provides pursuant to a Schedule and this Agreement.
- (n) "Software" means the Licensed Software and Sublicensed Software.
- (o) "Sublicensed Software" means all third-party manufacturer firmware (embedded software accompanying Equipment) and all third-party software and interfaces that KB sublicenses, or agrees

to sublicense, to Customer pursuant to a Schedule, together with new releases, updates, corrections and patches to same developed by third party.

(p) "Maintenance and Support Services" means the Services described in Section 5 that KB provides, or agrees to provide, to Customer pursuant to a Schedule.

(q) "Maintenance and Support Services Schedule" means a Schedule in which Customer elects to purchase Maintenance and Support Services.

(r) "Work Product" means any designs, custom software programs, documentation, techniques, methodologies, inventions, analysis frameworks, procedures developed or introduced by KB in the course of or as a result of KB performing any Services, whether acting alone or in conjunction with Customer or its employees or others.

2. STANDARD TERMS AND CONDITIONS

The terms and conditions of this Agreement govern each Schedule. If there is any express conflict between the terms of this Agreement and the terms of a Schedule, the terms of the Schedule shall govern and control to the extent of such conflict. If the terms of this Agreement refer to or contain provisions governing types of Equipment, Software or Services that are not included in the Schedule, then said references to non-covered items herein shall be deemed omitted for purposes of such Schedule.

3. SERVICES

(a) Services. During the term of this Agreement, KB will provide the Services set forth on the applicable Schedule. Unless otherwise expressly provided in a Schedule, the Services (including, without limitation, Maintenance and Support Services described in Section 5) shall not include: (i) electrical work external to the Equipment or repair of damage or replacement of parts resulting from failure of electrical power or air conditioning; (ii) repair or replacement of damaged Equipment or Software (or parts thereof) resulting from catastrophe, accident, acts of God, neglect, misuse of equipment, or unauthorized modifications, repairs or reinstallation of any equipment by the Customer; (iii) any system or operational malfunction or failure not attributable to the Equipment or Software; (iv) relocation or reinstallation of Equipment or Software; or (v) assisting the Customer in obtaining any licenses or permits required by federal, state, or local entities.

(b) Changes in Scope of Work. Customer may from time to time desire to make changes in the scope of work set forth in the applicable Schedule. Variations to the scope of work, to the Equipment, Software or Services or to any specifications regarding the Equipment, Software or Services may require additional Fees or result in reduced Fees and/or may alter the time schedule for performance. Subject to the below terms, such changes must be in writing and accepted by both parties to be effective. If any such change causes an increase or decrease in the estimated Fees or causes a time schedule change from that originally agreed upon, KB will provide written notice to Customer of the change in Fees or scheduling. If such changes are acceptable to both parties, they shall execute a new or revised Schedule, change order or other written document acceptable to both parties, reflecting the changes.

(c) Additional Services. At Customer's request, upon mutual agreement, KB may provide services not included in Services or are furnished beyond the term of the Schedule. In such event, KB shall charge Customer for such additional services at the KB published rates in effect at the time the labor and parts are furnished. Labor charges shall include travel time to and from installation site and shall be computed to the nearest one-half (1/2) hour with a minimum charge per call based upon a two (2) hour period. If travel expenses are required they shall be billable at KB's costs, or, if commercial transportation is used, at the actual cost of such commercial transportation. Other travel costs, such as per diem, lodging, parking and tolls shall be invoiced to Customer as incurred.

(d) Design Services. If the Services identified in the Schedule include design services, all drawings, specifications and other documents and electronic data that KB furnishes to Customer are deemed Work Product of KB and KB shall retain ownership and property interests therein, including copyrights thereto. Upon Customer's payment in full for all Equipment, Software and Services required in the Schedule, KB grants to Customer a limited, non-exclusive, perpetual license to use the Work Product in connection with the Customer Location(s) identified in the Schedule, conditioned on Customer's express understanding that its use of the Work Product is at Customer's sole risk and without liability or legal exposure to KB or anyone working by or through KB

(e) Installation Services. If and to the extent Customer purchases Installation Services pursuant to a Schedule, Customer authorizes KB to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary for the installation as determined by KB in its discretion. KB shall not be liable for any damage or loss sustained by any such alteration or by any delay in installation, equipment failure or interruption of service due to any reason or cause, including, without limitation, KB negligence.

4. EQUIPMENT AND SOFTWARE

(a) Equipment Purchase. Customer agrees to purchase from KB the Equipment described as Purchased Equipment on a Schedule.

(b) Equipment Lease. Customer agrees to lease from KB the Equipment described as Leased Equipment on a Schedule.

(c) Licensed Software. Subject to the terms and conditions of this Agreement (including the applicable Schedule), KB grants to Customer a non-exclusive, limited, non-transferable license to use, and permit end-users to use, the Software described as Licensed Software on a Schedule solely during the license term set forth in the Schedule and solely at the Customer Location(s) for its internal purposes.

(d) Sublicensed Software. KB grants to Customer a non-exclusive, limited sublicense to use the Software embedded in the Equipment described on a Schedule or described as Sublicensed Software on a Schedule, subject to the limitations, restrictions and other terms imposed by the third-party supplier as further described in Section 4.(f).

(e) Shipping. By signing a Schedule, Customer authorizes KB to arrange (and invoice Customer for) shipping and in-transit insurance for the Equipment. The Equipment is priced F.O.B. manufacturer's plant.

(f) Risk of Loss. Risk of loss transfers to Customer upon delivery of possession to the shipment carrier. Claims alleging error or shortage will not be considered unless made in writing, within the time limits specified by the carrier. The goods shown

on the invoice, packing list and bill of lading shall govern all cases unless such notice is timely given to the carrier with copy to KB.

(g) Disclaimer of Warranties; Third-Party Terms. Except as expressly provided in Section 12, KB makes no warranties, express or implied, to Customer regarding any Equipment or Software. If and to the extent KB's third-party suppliers or third-party manufacturers extend warranties on any of the Equipment or Software, KB passes through such warranties to Customer. Sublicensed Software may be subject to pass-through terms from the third-party suppliers. Customer shall comply with all terms and restrictions of third-party suppliers. Customer acknowledges that additional Fees may be charged for new releases and updates.

5. MAINTENANCE AND SUPPORT SERVICES

(a) Covered Maintenance and Services. If and to the extent Customer purchases Maintenance and Support Services pursuant to a Schedule, KB, through KB's staff and/or third-party contractors, will provide Maintenance and Support Services for the Equipment and/ Software identified on the applicable Schedule. Maintenance and Support Services included in KB's annual maintenance Fee are: (i) an annual service call to inspect and confirm the operation of the Equipment and Software, the timing of which annual check shall be determined at KB's discretion and may be performed during any service call scheduled for other purposes; (ii) remote diagnosis during Regular Business Hours to identify the source of any reported problem with the covered Equipment and /or Software and remote repair of the covered Equipment and Software during Regular Business Hours; (iii) if and to the extent KB, in its sole discretion, determines that any on-site diagnosis or repair is necessary to address a reported problem with covered Equipment and/or Software, on-site service call(s) during KB's Regular Business Hours; and (iv) parts needed to repair covered Equipment if and to the extent they are available for reasonable cost.

(b) Exclusions. Unless otherwise expressly provided in a Schedule, the Maintenance and Support Services shall not include: (i) after-hours labor or service calls as further described in Section 5(d); (ii) any items or work described in Section 3(a)(i) through (v); (iii) the cost of replacing any Equipment when it is not capable of repair or not feasible to repair (e.g. when the parts needed to repair are not available at a reasonable cost); or (iv) the cost of purchasing any Software updates, new releases or replacements needed to repair or resolve issue.

(c) Regular Business Hours. KB's Regular Business Hours are between the hours of 8:00 a.m. and 4:30 p.m. CST, Monday through Friday, excluding KB-recognized holidays.

(d) After-Hours Support and Fees. Telephone support is available outside Regular Business Hours through an answering service at (816) 842-3700. The Fees for remote or on-site assistance outside of KB's Regular Business Hours are not included in KB's annual maintenance fee and are Additional Services subject to additional Fees pursuant to Section 3(c).

(e) Requests for Service Call. Customer requests for support or service calls can be reported to: support@KentonBrothers.com. Customer requests for support outside of Regular Business Hours are available through an answering service at (816) 842-3700.

(f) Non-KB Furnished Equipment. Any Equipment not purchased by Customer from KB or not otherwise provided by KB that is to be covered by a Maintenance and Support Services

Schedule shall be subject to inspection by KB to determine if it is in good operating condition. Any repairs or adjustments deemed necessary by KB to bring such Equipment up to good operating condition shall be made at Customer's expense with advance notice to Customer of the extent of the necessary repairs and estimated cost of repair (if repairs are to be made by KB). If Customer does not make such necessary repairs, then KB shall have no obligation to provide the Services related to such Equipment.

(g) Manufacturer's Warranty. Equipment and Software under manufacturer's warranty will be returned for repair or replacement in accordance to that third-party suppliers' returned material authorization policy.

(h) Required KB Approvals. Customer shall not perform any material repairs to the Equipment or Software without KB's prior approval and Customer shall not relocate, reinstall or modify any of the Equipment without KB's prior written approval. Nothing in the foregoing relieves Customer of responsibility for routine maintenance and the other obligations imposed in Section 8.(b).

(i) Term. The initial term of the Maintenance and Support Services shall commence on the date set forth in the applicable Maintenance and Support Services Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Maintenance and Support Services Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Maintenance and Support Services shall automatically renew for the additional, consecutive periods specified in the Schedule.

(j) Fees. The annual Fee for Maintenance and Support Services during the initial term, for the Equipment specified in applicable Schedule, shall be the amount set forth in the Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d). If Customer, with KB's approval, makes any additions, modifications or deletions to the Equipment listed in the Schedule, KB shall adjust the annual maintenance charge to reflect such changes. Any additional charges under Section 5.(d) shall be at KB's published rates in effect at the time that KB furnishes the additional services.

(k) Payment. Unless otherwise stated in the applicable Schedule, the annual Fee for Maintenance and Support Services shall be paid in equal monthly installments with each payment due in advance. KB shall invoice Customer for such amounts and payment shall be due monthly within fifteen (30) days of the invoice date. All other charges shall be invoiced following the work performed and due upon receipt.

6. REMOTE VIDEO EQUIPMENT AND/OR ACCESS SERVICE

(a) 90-Day Equipment Warranty. If Customer purchases as new any Remote Video Equipment pursuant to a Schedule, KB warrants, for a period of ninety (90) days from the date of installation by KB or from the date of sale if system is self-installed by Customer, that the Remote Video Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Remote Video Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. The conditions, limitation and other terms of this ninety (90)-day warranty are set forth in Section 12. Consistent with Section 12, KB disclaims all warranties, other than the warranty in this Section 6.(a).

(b) Remote Video Server Access. If and to the extent Customer purchases Remote Video Server Access pursuant to a Schedule, during the term of the Remote Video Access Service set forth in the Schedule, KB will provide Customer with access via the Internet to KB's remote video server which finds the IP address that Customer's closed circuit television ("CCTV") is using in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities. KB is responsible only for allowing access to its remote video server and will assign a unique passcode to Customer to enable such access. Customer is solely responsible for supplying all 110 Volt AC power, electrical outlets and receptacles, electric service, high speed Internet connection, high speed broadband cable or DSL and IP address at Customer's premises where the CCTV system is installed. KB has no responsibility or liability for the same. For purposes of clarity, KB is not responsible for Customer's access to the Internet or for any interruption of service or down time of KB's remote video server. Customer also is solely responsible for installing, assigning and maintaining the security of all passcodes Customer assigns to the end users Customer authorizes to view the CCTV cameras.

(c) Term of Access. The initial term of the Remote Video Server Access shall commence on the date set forth in the applicable Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Remote Video Server Access shall automatically renew for the additional, consecutive periods specified in the Schedule.

(d) Fees. The annual Fee for Remote Video Server Access during the initial term shall be the amount set forth in the applicable Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d).

(e) Payment. Unless otherwise stated in the applicable Schedule, the annual Access Fee shall be paid in equal monthly installments with each payment due in advance through credit card/bank authorization pursuant to Section 7.(b). In the event Customer fails to timely pay the monthly access charge KB shall be permitted to terminate Customer's access to KB's remote video server without notice.

7. FEES AND PAYMENT

(a) Fees. Customer shall pay KB the Fees in the amount, at the times and in the manner set forth in this Agreement or the applicable Schedule. KB may, in its sole discretion, require a down payment or payment in full prior to shipment of the Equipment/Software or performance of the Services. Unless otherwise stated in the applicable Schedule, the contract price (less any down payment previously paid) for Equipment, Software and Installation Services per the Schedule shall be paid within thirty (30) days after the date of invoice. The address for payment is 1718 Baltimore Ave. Kansas City MO 64108 or such other address KB designates in writing. The stated Fees do not include any applicable taxes or duties, including without limitation, state and local use, sales and property taxes and duties. Customer is responsible for all taxes and duties incurred as a result of its subscription and use of or access to the Equipment, Software or Services (except for any taxes levied upon KB's income).

(b) Credit/Bank Card Authorizations. Customer acknowledges that KB's obligation to provide certain Services is conditioned

upon Customer providing and maintaining a valid credit card or bank debit authorization with KB that permits KB to receive payment by automatically charging to Customer's credit card or automatically debiting to Customer's bank account all Fees payable under the applicable Schedule. Unless otherwise provided in a Schedule, such credit card or debit authorization method of payment applies to Fees for Remote Video Server Access and third-party monitoring. In the event of non-payment through this method for any reason, such non-payment shall constitute a breach by Customer. KB shall not be required to send invoices or bills for these Services.

(c) Remedies for Non-Payment. If Customer does not timely comply with KB's payment terms or shows evidence of changed financial condition, KB may declare Customer in breach, suspend further access to the Services and/or terminate this Agreement at KB's sole option and pursue any or all of the following additional remedies: (i) collect interest at the lower of the rate of 1.533% per month or the maximum interest rate allowed under applicable law on all invoices older than thirty (30) days; (ii) require additional security or changes in the payment terms conditions; (iii) accelerate payment and declare the entire remaining Fees immediately due and payable to KB including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term and/or (iv) any other remedies available at law or in equity.

(d) Reimbursement of Expenses. Unless otherwise noted in a Schedule, Customer shall reimburse KB for any reasonable out-of-pocket expenses actually incurred by KB relating to KB's performance of its obligations under this Agreement.

(e) Changes to Fees upon Renewal Term. Fees for renewal terms may be changed by KB upon ninety (90) days' advance written notice.

8. CUSTOMER OBLIGATIONS

(a) Space; Facilities; Access. Customer, at its own expense shall provide KB with (i) ready access to the Equipment and Software at all reasonable times as necessary to perform the Services together with Customer's server(s) and other information technology systems to the extent necessary to perform the Services; (ii) adequate work and storage space and utilities; (iii) all electrical current, electrical current outlets, circuits and wiring required by the Equipment (and Customer is responsible for any ground loop or surge issues); (iv) a clean operating environment at the installation site which does not exceed the rated temperature, humidity and operation specifications of the Equipment; and (v) access to the Customer's network via the Internet to allow remote IT system support of relevant Equipment and Software at all times, including adequate bandwidth.

(b) Customer's Information Technology Systems. Although KB may need access to Customer's servers and other information technology systems to perform the Services, Customer is solely responsible for maintaining and operating the IT system and assuring that the integration of security components hereunder do not alter the proper functioning of Customer's network and systems.

(c) Maintenance: Unauthorized Relocation or Repair. Customer shall perform routine maintenance on the Equipment, such as keeping the Equipment clean, secure, and in a proper

environment, upgrading software, and any non-material equipment repair.

(d) Extraordinary Service Costs. If any specialized equipment is required to provide the Services to Customer (including, without limitation, special scaffolding or man-lift equipment), then Customer shall either provide such specialized equipment or reimburse KB for the cost of the rental or purchase of such specialized equipment. Such duty applies to all Services requiring specialized equipment, including, without limitation, Services included in Maintenance and Support Services.

9. THIRD PARTY CENTRAL OFFICE MONITORING

Customer acknowledges that no central office monitoring services are provided by KB to Customer pursuant to this Agreement. If requested by Customer and set forth in a Schedule, KB will contract directly with a third party monitoring company to provide central office monitoring services for Customer, and the Fee for such third-party monitoring will be set forth on the applicable Schedule. This third party arrangement is offered by KB solely as a convenience to Customer and Customer acknowledges that KB is not responsible for providing any monitoring services. Customer agrees that KB shall not be liable under any circumstances for any events arising out of or in any way related to the third party monitoring services, and KB expressly disclaims all liability associated with such central office monitoring services.

10. TERM; TERMINATION

(a) Term. This Agreement will commence on the Effective Date and remain in effect so long as the term of any Schedule remains in effect.

(b) Termination of a Schedule. Either party may terminate any Schedule(s) upon thirty (30) days prior written notice to the other party, in the event that the other party: (i) materially breaches any material provision of this Agreement or the Schedule and fails to cure such material breach within such thirty (30)-day notice and cure period, or (ii) is the subject of a voluntary or involuntary bankruptcy, reorganization or liquidation proceeding, is insolvent, makes a general assignment for the benefit of creditors or admits in writing its inability to pay debts when due. Additionally, KB may immediately suspend or terminate this Agreement upon written notice to Customer pursuant to Section 7(c). Further, this Agreement shall automatically terminate in the event that loss or irreparable damage or destruction occurs which renders the Equipment permanently unfit for use.

(c) Effect of Termination. Upon the expiration or other termination of a Schedule for any reason, each party's rights and obligations under the Schedule shall automatically terminate except those rights and obligations that accrued prior to the effective termination date of the Schedule and those rights and obligations that by their nature or express terms continue after the effective termination date of the Schedule. If any Schedule is terminated for any reason, other than termination by Customer pursuant to Section 10.(b) due to KB's breach, KB shall be entitled to retain all prepaid Fees, to accelerate payment and declare the entire remaining Fees immediately due and payable to KB (including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term) and pursue any and all additional remedies available at law or in equity. Upon termination of the Agreement, if any of the

Equipment is owned by KB, then Customer will reimburse KB for the cost of the removal charges of such Equipment.

11. RELATIONSHIP OF PARTIES

The relationship of KB and Customer established by this Agreement shall be solely that of independent contractors, and nothing herein shall create or imply any other relationship. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party. KB shall have the right to determine the method, details, and means of providing and performing the Services. KB shall have the sole right to designate the appropriate personnel, subcontractors or service partners necessary to provide the Services to be performed under a Schedule. KB reserves the right to substitute personnel, subcontractors and service partners for any reason and in its own discretion. Customer agrees that KB shall not be liable for any loss or damage sustained by Customer caused by the negligence of any third parties, including subcontractors and service partners selected by KB to perform the Services.

12. LIMITED WARRANTIES; DISCLAIMER OF ALL OTHER WARRANTIES

(a) Limited Warranties. KB warrants the workmanship of all Services it performs under this Agreement for a period of ninety (90) days from the date the Services are performed. With respect to Remote Video Equipment sold new to Customer, KB makes the warranty set forth in Section 6(a). With respect to all other Equipment sold new to Customer, KB warrants, for a period of one (1) year from the earliest of date of shipment, that the Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions] KB shall be the sole judge in determining whether the Services, Equipment or Software are/were defective. KB's sole obligation and Customer's exclusive remedies with respect to Services or Equipment KB determines to be defective during the warranty period shall be KB's obligation to re-perform the defective Services or to repair or replace the defective item (which selected option shall be determined by KB in its sole discretion). KB reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. All remedies are expressly conditioned upon: (i) Customer advising KB of any defect, error or omission within ten (10) days after KB's performance of the Services in the case of defective Services, and within ten (10) days after KB's installation of the Equipment or, if installed by Customer, within ten (10) days from the date of sale of the Equipment, in the case sale of new Equipment; (ii) Customer sending written notice of defect to KB, by certified or registered mail/ return receipt requested in the event Customer complies with Section 12.(a)(i) and KB fails to re-perform the Services or to repair or replace the Equipment within thirty-six (36) hours after the date of the notice required in Section 12.(a)(i) excluding Saturdays, Sundays and legal holidays; (iii) Customer not repairing or altering the Equipment without KB's consent; and (iv) Customer complying with the operating instructions for the Equipment. In the event KB elects to repair any Equipment at its own site or to replace any Equipment, Customer shall pay the cost of disassembling and returning the allegedly defective Equipment and KB. The warranty does not include batteries, reprogramming, damage by lightning or electrical surge and does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper

installation by anyone other than KB. KB is not the manufacturer of the Equipment and, other than KB's limited warranty in this Section 12.(a), Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. KB makes no warranties of any kind with respect to used or refurbished Equipment sold to Customer.

(b) Disclaimer of All Other Warranties. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE APPLICABLE SCHEDULE, KB PROVIDES ALL EQUIPMENT, SOFTWARE AND SERVICES UNDER THIS AGREEMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. KB HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, SOFTWARE OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE EQUIPMENT, SOFTWARE OR SERVICES. KB MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT, SOFTWARE OR SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS OR INJURY DUE TO BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE EQUIPMENT OR SERVICES WILL PROVIDE THE PROTECTION FOR WHICH THEY ARE INTENDED OR THAT THE SYSTEM OR ITS COMPONENTS ARE INCAPABLE OF HACKING, COMPROMISE OR CIRCUMVENTION. KB MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY THIRD PARTY HARDWARE, EQUIPMENT OR SOFTWARE PROVIDED BY KB OR WITH WHICH THE SERVICES MAY BE REQUIRED OR DESIRED TO COMMUNICATE OR OPERATE. KB IS NOT RESPONSIBLE FOR ANY DEFECT CAUSED BY OR THAT OTHERWISE RESULTS FROM MODIFICATIONS, MISUSE OR DAMAGE TO THE SERVICES MADE, PERMITTED OR OTHERWISE CAUSED BY CUSTOMER IN WHOLE OR IN PART.

13. LIMITATION OF LIABILITY

Customer's exclusive remedy for breach of this agreement shall be limited to restoring the equipment covered by this agreement to good operation condition. KB shall have no liability for any delay in performing its obligations hereunder. IN NO EVENT SHALL KB BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

14. INDEMNIFICATION BY CUSTOMER

(a) Subject to and without waiving customer's rights of sovereign immunity, each party shall to the fullest extent permitted by law defend and hold harmless one another, and their respective officers, shareholders, directors, employers, agents and affiliates (each an Indemnified party) from and against any and all damages, costs, liabilities, losses and expenses (including but not limited to, reasonable attorney's fees) resulting from any claim, suit, action, arbitration or proceeding brought or threatened

by a third party against any Indemnified Party to the extent arising from or relating to: (a) the design, manufacture, installation or operation of any equipment or software or the performance/non-performance of any services pursuant to this agreement; (b) any breach or alleged breach by a party of any of its representations, warranties covenants or obligations hereunder or any actual or alleged act or failure to act by a party; or (c) any of the services provided pursuant to this agreement by a subcontractor or service partner of KB.

(b) KB Not an Insurer. Customer understands that KB is not an insurer. Customer has sole responsibility to obtain insurance adequate to cover risks, losses, damages, injuries, death and other effects of burglary, fire, physical dangers or medical problems affecting Customer, Customer's family, and any other persons who may be in or near Customer's Location(s).

14. EXCULPATORY CLAUSE

The Services performed by KB in connection with this Agreement are not designed to reduce any risks of loss to Customer and KB does not guarantee that no loss will occur.

15. CONFIDENTIAL INFORMATION

(a) Confidential Information. Customer acknowledges that during the course of this Agreement, KB may disclose certain confidential information to Customer, including, without limitation, information concerning the business, technology, products, services, financial information, pricing, proposals, customers, prospective customers, referral sources, know-how, procedures, inventions, object or source code, databases, research, programs, designs, concepts, methodologies and strategies of KB ("Confidential Information"). The Customer shall maintain the secrecy of all such Confidential Information disclosed to it pursuant to this Agreement. Customer shall not use, disclose or otherwise exploit any Confidential Information for any purpose not specifically authorized pursuant to this Agreement; provided that, Customer may produce information in compliance with any law, court or administrative order. Customer shall give KB reasonable notice under the circumstances and to the extent permitted by law that such Confidential Information is being sought by a third party so as to afford KB the opportunity to limit or prevent such disclosure. All files, lists, records, documents, drawings, documentation, end-user materials, specifications, equipment and computer programs that incorporate or refer to any Confidential Information shall be returned, deleted or destroyed by the Customer promptly upon termination or expiration of this Agreement.

(b) Remedies. Customer agrees that a breach of Section 16(a) will cause KB irreparable injury and damage. The parties expressly agree that KB shall be entitled to injunctive and other equitable relief to prevent such a breach, in addition to any other remedy to which KB might be entitled. The parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a court refuses to honor the waiver of bond hereunder, the parties expressly agree to a bond in the amount of \$100.00. All remedies for such a breach shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.

16. NOTICE TO OWNER

FAILURE OF KB TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS

AGREEMENT CAN RESULT IN THE FILING OF THE MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT HEREOF PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK KB FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS AGREEMENT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

17. ARBITRATION OF DISPUTES

(a) Arbitration. Except as provided in Section 18.(c) below, the parties agree that all claims, disputes or controversies between KB and Customer which arise out of or relate to this Agreement, or the breach thereof, shall be submitted to and resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including its Emergency Rules) then in effect and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any demand for arbitration must be filed promptly and within a reasonable time after a claim, dispute or controversy has arisen and in no event later than one (1) year after the cause of action accrued.

(b) Place. The parties agree the place of arbitration shall be in Cass County, Missouri.

(c) Exclusions. Regardless of any contrary provision contained in this Agreement, claims by KB against Customer collecting overdue amounts not disputed by Customer shall not be subject to the provisions of this Section 18. And, regardless of any contrary provision contained in this Agreement, claims, disputes and controversies arising out of actions or claims filed or asserted by third parties on account of personal injury or death of a person, loss or damage to property shall not be subject to the provisions of this section.

18. ATTORNEYS FEES AND COSTS

Should either party be required to institute any arbitration, lawsuit, action or proceeding to enforce any of its rights set forth in this Agreement (including any Schedule), then the prevailing party in any such lawsuit, action or proceeding shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and costs incurred in such arbitration, lawsuit, action or proceeding.

19. GENERAL PROVISIONS

(a) No-Hire. Without the prior written consent of KB, Customer will not offer employment, consulting or other arrangement to any of KB's employees until the earlier of one (1) year after termination of this Agreement or one (1) year after such employee leaves the employment of KB.

(b) Entire Agreement; Amendment. This Agreement, including the Schedules, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. Except as otherwise provided herein, no amendment or modification of this Agreement or any Schedule shall be effective unless in writing and signed by both parties.

No use of trade, course of prior dealings between the parties or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.

(c) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be delivered by facsimile or scanned email transmission.

(d) Severability. If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

(e) Governing Law: Venue. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Missouri, without reference to its conflicts or choice of law principles. The parties agree that the sole and exclusive jurisdiction and venue for any and all disputes arising under this Agreement that are not subject to arbitration pursuant to Section 18 (including, without limitation, actions to enforce a binding decision of the arbitrator) shall be in any trial court located in or having jurisdiction over Cass County, Missouri. Each of the parties hereby irrevocably submits and consents to personal jurisdiction in the State of Missouri.

(f) Notices. Any notice required hereunder shall be delivered by hand, by courier service, or by certified mail (return receipt notices so delivered shall be effective upon actual receipt of the electronic transmission.

(g) Waiver. Except as specifically provided in a written waiver signed by a duly authorized representative of the party seeking enforcement, the failure to enforce or the waiver of any term of this Agreement shall not constitute the waiver of such term at any

time or in any circumstances and shall not give rise to any restriction on or condition to the prompt, full and strict enforcement of the terms of this Agreement.

(h) Assignment and Benefit. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that KB may assign this Agreement in connection with the sale, merger or disposition of KB, the Services or any of its related business operations. This Agreement shall be binding upon and shall inure to the benefit of Customer and KB and their successors and permitted assigns, subject to the other provisions of this section.

(i) Delays in Performance or Shipment. KB shall exercise reasonable efforts to perform all Services on the proposed or scheduled dates, but KB makes no guarantees as to dates. KB shall be further excused from any delay or failure in its performance hereunder caused by any disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any labor dispute, government requirement, act of God, or any other cause beyond its reasonable control. If through no fault of KB delivery is delayed, Customer shall pay to KB any additional costs it incurs as a result of such delay.

(j) Third Parties. Nothing in this Agreement, express or implied, shall create or confer upon any person or entity not a named party to this Agreement any legal or equitable rights, remedies, liabilities or claims with respect to this Agreement and nothing in this Agreement or any Schedule shall give any third party any claim or cause of action against KB.

SECTION VI
D

AN ORDINANCE APPROVING AN AMENDMENT TO THE CITY'S ZONING MAP FROM R-1 (SINGLE FAMILY) DISTRICT TO R-2 PUD (SINGLE FAMILY AND TWO FAMILY PLANNED UNIT DEVELOPMENT) DISTRICT, SUBJECT TO PLAN DOCUMENTS AND CONDITIONS HEREIN SPECIFIED, FOR A 25.42 ACRE TRACT OF LAND LOCATED NORTH OF MEADOW CREEK PARKWAY, EAST OF THE SOUTH OUTER ROAD, JUST NORTH OF BELTON REGIONAL MEDICAL CENTER, BELTON, CASS COUNTY, MISSOURI.

WHEREAS, a request was submitted to rezone the 25.42 acre tract of land located north of Meadow Creek Parkway, east of the South Outer Road, just north of Belton Regional Medical Center from R-1 (Single-Family) District to an R-2 PUD (Single-Family and Two-Family Planned Unit Development) zoning classification, legally described as Lots 3, 4, 5, 6, 7, 8, 13, and 14 Industrial Meadows, a subdivision in the City of Belton, Missouri, Cass County, Missouri, according to the recorded plat thereof; and

WHEREAS, under the Unified Development Code Section 20-1- Land Use Applications and Procedures provides that the City Council may, by ordinance, amend, supplement, change or modify zoning district boundaries; and

WHEREAS, notice of the public hearing was published in the Cass County Democrat on April 20, 2018; and

WHEREAS, a public hearing was held before the Belton Planning Commission on May 7, 2018 in accordance with the provisions of the Unified Development Code Section 20-2- Procedure for Zoning Map and Text Amendments; and

WHEREAS, the Unified Development Code Section 20-3- Findings of Fact, provides criteria for findings of fact to be used with zoning map amendments; and

WHEREAS, the Belton Planning Commission voted to recommend approval of the application to the City Council by a vote of six to three; and

WHEREAS, the City Council believes it is in the best interest of the City to rezone this tract of land to an R-2 Single-Family and Two-Family Planned Unit Development.

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

Section 1. That the City Council approves the rezoning of the subject property from R-1 (Single-Family) district to an R-2 PUD (Single-Family and Two-Family Planned Unit Development) zoning classification, subject to the following plan documents and conditions:

A. Plan Documents

1. The rezoning and the preliminary Planned Unit Development is approved as shown on Meadow Creek Phase 2, R-2 Preliminary Development Plan, revision date 6/15/18 by Powell CWM Architectural/ Engineering/ Surveying.
2. The landscape plan as approved as shown on Preliminary Landscape Plan prepared by Chad D. Weiland, RLA. Dated 3/2/18.
3. Preliminary elevations for the duplexes and clubhouse, including colors and building materials as approved on Meadow Creek Phase 2, R-2 Preliminary Development Plan, revision date 6/15/18 by Powell CWM-Architectural/ Engineering/Surveying.

B. Conditions to be resolved, finalized and presented to the Planning Commission prior to final plan approval:

1. Development is subject to final PUD development plans, as required in Section 20.6 of the UDC, pursuant to the PUD phasing plan.
2. Stormwater management/detention is preliminarily approved as described in Stormwater Detention Analysis, by Powell CWM, dated 4/12/18, indicating compliance with Section 32 of the UDC.
3. No two identical duplex units, elevations and materials, shall be constructed side-by-side in the PUD.
4. Additional screening or landscaping shall be provided at the rear of the two-family duplexes at the time of final PUD submittals.
5. With the final development plan, submit sample elevations and building material examples for the single family homes.

Section 2. That the City Planner shall take all necessary actions to supplement the Comprehensive Plan and Zoning map of the City.

Section 3. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

Section 4. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

PUBLIC HEARING AT PLANNING AND ZONING: May 7, 2018

READ FOR THE FIRST TIME: June 26, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2018.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
Of the 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 26th of June, 2018, and thereafter adopted as Ordinance No. 2018-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2018, after the second reading thereof by the following vote, to-wit:

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

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 26, 2018

DIVISION: Planning and Building Department

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

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

ISSUE/RECOMMENDATION:

Approval of a rezoning from the existing R-1 Single-Family zoning district to an R-2 Single-Family and Two-Family Planned Unit Development, located north of Meadow Creek Parkway, east of the South Outer Road, just north of Belton Regional Medical Center.

BACKGROUND:

The preliminary plat for Meadow Creek Subdivision was originally approved in 2004. A final plat for construction of new homes in Phase I was recorded in August of 2005. Phase I consisted of 55 lots, and most of these lots have been developed with new homes. The preliminary plat for Phase II in Meadow Creek provided for 83 additional lots.

This application was filed to rezone Phase II of Meadow Creek to an R-2 Planned Unit Development to allow the construction of thirty-nine (39) single-family homes and forty-two (42) duplex lots, with a club house and swimming pool. The plan would provide 81 single-family and two-family buildings, totaling 123 units.

The applicant initially proposed a development of approximately fifty-five (55) four unit buildings for a total of 220 units on the site. After discussions with staff, the site plan was revised to the current single-family and two-family design in order to be more compatible with surrounding properties, and better meet the Future Land Use map.

The City Council discussed this item at the Work Session of June 5, 2018. The City Council made several suggestions for changes to the plan prior to consideration of an ordinance for approval. The applicant has made the following changes to the PUD site plan and elevations:

1. Provided wider driveways for the duplex units to allow for more off-street parking. Please see the attached driveway view. This change increases lot coverage by approximately 15 percent for each lot.
2. Revised the roof pitch of the duplex units to add more variety to the elevations. Please see the attached elevations.

PROPOSED PLANNED UNIT DEVELOPMENT

The Planned Unit Development (PUD) classification was chosen as the best way to design the property to be compatible with surrounding single-family homes, and to provide a buffer to the adjoining mobile home community, Springdale Lake. The following is a summary of the PUD details:

Single-Family lots-The 39 single-family lots range in area from 8,400 square feet to approximately 15,400 square feet. These lot sizes exceed the minimum square footage requirement of 6,000 square feet. The single-family area of the plan is designed to be compatible with Meadow Creek Phase I to the south, and the existing single-family neighborhood to the east, Bel-Ray Estates.

- An exception to the 120 foot minimum lot depth requirement is requested for Lots 9, 10, 17, 20, 23, 34, and 37 due to the design of the roads and location of the cul-de-sacs. As stated, these lots exceed the minimum lot area requirement.
- A six foot wooden privacy fence separates the single-family lots from the duplex area to the north.

Two-family lots-The 42 duplex lots range in area from 8,000 square feet to 15,000 square feet for the larger cul-de-sac lots. These lot sizes exceed the minimum square footage requirement of 6,000 square feet. The two-family duplexes are designed to provide a buffer between Springdale Lake and the single-family portion of Meadow Creek. Other details of two-family area of the PUD are summarized below:

- The two-family homes will have three elevations and three color schemes and material options.
- The PUD includes a condition that no two identical duplexes shall be constructed side-by-side.
- The two-family duplexes will be constructed at alternating 25 foot and 30 foot front setbacks to reduce the impact of the garage doors on east/west Maybrook Drive.
- The units will all be three bedroom and two bath homes, with a single car attached garage.
- A pool and clubhouse with a six space parking lot is on Tract A.
- An auxiliary parking lot with 20 overflow/guest parking spaces in on Tract B.
- The R-2 district provides for a maximum lot coverage of 25 percent. The two-family home design results in a lot coverage of 50 percent for the buildings on the interior lots, primarily due to the revised driveway design. As stated, these lots exceed the minimum lot area requirement, and all setbacks are met with the design.
- A Fire Department emergency access easement is provided north to Springdale Lake.

Landscaping - A landscape plan was submitted with the PUD application. The plan meets all requirements of the Unified Development Code for street trees, on-lot landscaping, and parking lot landscaping. The plan provides for one shade tree in the rear yard of the duplexes abutting Springdale Lake.

Streets/sidewalks - All streets will be public streets, with 60 foot right-of-way width, 28 foot pavement width, and sidewalks on both sides of the street.

Detention - There are existing stormwater detention basins for Meadow Creek that were provided with Phase I. In order to meet current stormwater detention requirements, these existing detention basins will be redesigned and resized to meet **current** stormwater management requirements. Staff has reviewed the Stormwater Detention Analysis submitted by the applicant, and concur that proper stormwater control can be provided by resizing the existing basins.

Traffic Impact - A Traffic Impact Study was prepared for the proposed PUD. The traffic study concludes that traffic as a result of the new plan will have minimal impact on existing conditions. There will not be any appreciable difference in traffic generation as compared to the original plan for Meadow Creek. Staff has reviewed the traffic study and agrees with the level of service.

FUTURE LAND USE

The Future Land Use indicates the property as a Single-Family land-use.

REZONING CRITERIA/FINDINGS OF FACT

The Unified Development Code, Section 20-3, provides certain approval criteria that must be addressed with a rezoning application. These criteria are summarized below, with staff analysis for consideration of the Planning Commission:

(1) The character of the surrounding neighborhood, including the existing uses and zoning classification of properties near the subject property. South and east of the property are existing single-family homes zoned R-1. North of the site is the Springdale Lake mobile home community, zoned an R-3 district. The surrounding area is primarily residential in nature, and the proposed PUD is compatible with existing uses and zoning in the area.

(2) Consistency with the goals and objectives of the comprehensive plan and other plans, codes and ordinances of the City of Belton. The Future Land Use Map of the Comprehensive Plan designates this area as single-family residential. The proposed PUD is generally consistent with the goals of the plan and the map. The two-family homes abutting the mobile home community are considered to be a desirable buffer for the area, and can be considered consistent with the plan.

(3) Suitability of the subject property for the uses permitted under the existing and proposed zoning districts. The property is currently zoned an R-1 Single-Family district and is suitable for development with the existing zoning district. The proposed PUD allows the two-family duplexes as a buffer between the single-family area and Springdale Lake. The PUD specifies conditions on design and materials for the duplexes that will contribute to the quality of the development.

(4) The trend of development near the subject property, including changes that have taken place in the area since the subject property was placed in its current zoning district. The area near the subject property is characterized by single-family homes. Meadow Creek Phase I is the most recent development in the area and indicates a trend of development to residential uses.

(5) The extent to which the zoning amendment may detrimentally affect nearby property. The proposed amendment to allow development with a PUD will not detrimentally impact nearby property. The development is residential in nature, consistent with the area, and the proposed duplexes are a desirable transitional use abutting the mobile home community.

Additionally, studies and analysis of stormwater detention and traffic demonstrate that the development will not have any adverse impact on nearby property.

(6) Whether public facilities (infrastructure) and services will be adequate to serve development allowed by the requested zoning map amendment. All required public infrastructure and services are available to serve the development. Existing utilities and public streets are sufficient for the proposed development.

(7) The length of time (if any) the property has remained vacant as zoned. The property has been vacant since it was originally zoned R-1 in 2004.

(8) Whether the proposed zoning map amendment is in the public interest and is not solely in the interests of the applicant. The proposed amendment for a Planned Unit Development can be considered in the public interest as the development will provide a choice of new housing options in the community. The project will generate increased real estate taxes, opportunities for population growth and new residents to support local businesses and services.

PLANNING COMMISSION FINDINGS

The item was present to the Planning Commission on May 7, 2018. The Planning Commission voted 6-3 to approve the request for a zone change from R-1 (Single Family Residential district) to R-2 PUD (Single and Two-Family Residential Planned Unit Development district) for property legally described as Lots 3, 4, 5, 6, 7, 8, 12, and 14 Industrial Meadows, a subdivision in the City of Belton, Missouri, Cass County, Missouri, according to the recorded plat thereof with the following conditions:

1. The rezoning and the preliminary Planned Unit Development are approved as shown on Meadow Creek Phase 2, R-2 Preliminary Development Plan, dated 4/10/18 by Powell CWM-Architectural/Engineering/Surveying.
2. The landscape plan is approved as shown on Preliminary Landscape Plan prepared by Chad D. Weiland, RLA. Dated 3/2/18.
3. Preliminary elevations for the duplexes and clubhouse, including colors and building materials are approved as shown on Meadow Creek Phase 2, R-2 Preliminary Development Plan, dated 4/10/18 by Powell CWM-Architectural/Engineering/Surveying.
4. Development is subject to final PUD development plans, as required in Section 20.6 of the UDC, pursuant to the PUD phasing plan.
5. Stormwater management/detention is preliminarily approved as described in Stormwater Detention Analysis, by Powell CWM, dated 4/12/18, indicating compliance with Section 32 of the UDC.
6. No two identical duplex units, elevations and materials, shall be constructed side-by-side in the PUD.
7. Additional screening or landscaping shall be provided at the rear of the two-family duplexes at the time of final PUD submittals.
8. With the final development plan, submit sample elevations and building material examples for the single family homes.

STAFF RECOMMENDATION, ACTION, AND DATE:

To approve the request for consideration of a zone change from R-1 (Single Family Residential district) to R-2 PUD (Single and Two-Family Residential Planned Unit Development district) for property legally described as Lots 3, 4, 5, 6, 7, 8, 12, and 14 Industrial Meadows, a subdivision in the City of Belton, Missouri, Cass County, Missouri, with the following conditions:

1. The rezoning and the preliminary Planned Unit Development are approved as shown on Meadow Creek Phase 2, R-2 Preliminary Development Plan, revision date 6/15/18 by Powell CWM-Architectural/Engineering/Surveying.
2. The landscape plan is approved as shown on Preliminary Landscape Plan prepared by Chad D. Weiland, RLA. Dated 3/2/18.

3. Preliminary elevations for the duplexes and clubhouse, including colors and building materials are approved as shown on Meadow Creek Phase 2, R-2 Preliminary Development Plan, revision date 6/15/18 by Powell CWM-Architectural/Engineering/Surveying.
4. Development is subject to final PUD development plans, as required in Section 20.6 of the UDC, pursuant to the PUD phasing plan.
5. Stormwater management/detention is preliminarily approved as described in Stormwater Detention Analysis, by Powell CWM, dated 4/12/18, indicating compliance with Section 32 of the UDC.
6. No two identical duplex units, elevations and materials, shall be constructed side-by-side in the PUD.
7. Additional screening or landscaping shall be provided at the rear of the two-family duplexes at the time of final PUD submittals.
8. With the final development plan, submit sample elevations and building material examples for the single family homes.

LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Preliminary Development Plan-6/15/18
2. Landscape Plan
3. Duplex and Club House Elevations and Materials-6/15/18
4. Driveway view



DUPLEX OPTION "C"
SCALE = 1"



DUPLEX OPTION "B"
SCALE = 1"



DUPLEX OPTION "A"
SCALE = 1"

THIS PITCH WAS CHANGED FROM A 7:12 SLOPE TO A 5:12 SLOPE

MATERIALS LEGEND:



25.11.2019
NATHAN WELCH, M.S.A.
A-20-190000
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PREPARED FOR:
THIRD AXIS
INVESTMENTS, LLC
3332 SIV MARKET ST.
LEE'S SUMMIT, MO 64082
816.215.4184

R-2 P. U. D.
PRELIMINARY DEVELOPMENT PLAN
MEADOW CREEK, PHASE 2
BELTON, CASS COUNTY, MISSOURI

REVISION	NO.	DATE	DESCRIPTION
1	09/07/2018	ISSUE FOR RFP	ROOF PITCH MODIFICATION
2			
3			
4			
5			

PROJECT # 2209-17-1245
ISSUE DATE 09/07/2018
ISSUED FOR NOT FOR CONSTRUCTION

PRELIMINARY
DUPLEX
ELEVATIONS
A-101



SECTION VI

E

AN ORDINANCE APPROVING A LEASE AGREEMENT WITH CANON SOLUTIONS AMERICA, INC. FOR A CANON 7565 COPIER, CANON 256 COPIER AND CANON MF735Cdw PRINTER FOR THE MUNICIPAL COURT TO REPLACE THE CURRENT COPIERS AND CHECK PRINTER.

WHEREAS, the current copiers for the Municipal Court has over 430,000 impressions and are out of service several times per month; and

WHEREAS, the current check printer is over 8 years old, has printed more than 100,000 checks and is out of warranty; 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 7565 copier, Canon 256 copier and Canon MF735Cdw printer for the Municipal Court 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 Municipal Court.
- Section 2.** That the 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: June 26, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2018

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 26th day of June, 2018, and thereafter adopted as Ordinance No. 2018-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2018, after the second reading thereof by the following vote, to-wit:

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

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



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

UNIFIED LEASE AGREEMENT
#ULF S0844960.04

Salesperson: Lisa Lynn Seymour

Order Date: 6/20/2018

Customer ("You"): Customer Account: 1865712		Organization Information	
Company Legal Name: CITY OF BELTON		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: 7001 East 163rd St			
City: Belton	County: CASS		
State: MO	Zip: 64012	Phone: 816.331.2798	
Contact: Laura Ellis	Fax:	Chief Executive Office and address for notices:	
E-Mail: laurae@beltonpd.org	Address:		
Lease Information		City:	State:
		Zip:	
Lease Term 48 Months	Payment * \$ 598.47 (* Plus applicable taxes)	Amount Due at Signing	
		# of Payments in Advance: 0	TOTAL DUE AT SIGNING * \$ 0.00
Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	End of Lease Term Purchase Option * <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 <input type="checkbox"/> Other _____ (estimated)		Tax Exempt <input checked="" type="checkbox"/> Yes (Attach certificate)
Check must accompany agreement			
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 <small>If adding to existing fleet, applicable contract #</small> <input type="checkbox"/> Aggregate <small>If adding to an existing Aggregate, provide either a contract # or serial # under Aggregate</small>		
Consumables Inclusive <input checked="" type="checkbox"/> Toner <input type="checkbox"/> Other _____	PO Required <input type="checkbox"/> Yes PO# _____ <input checked="" type="checkbox"/> No		Charges See Schedule A
Personal Guaranty			
<p>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.</p> <p>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.</p> <p>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 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.</p> <p>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.</p>			
Printed Name: _____		Signature: _____ (no title) Date: _____	
Address: _____		Phone: _____	
Printed Name: _____		Signature: _____ (no title) Date: _____	
Address: _____		Phone: _____	
<p>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.</p>			
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 and 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 CSA 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 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"). For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media wider than 8 1/2". The Payments shall not increase during 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 amounts 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, at any time, 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 return fee equal to the greater of one Fixed Payment or of up to \$250 for the processing of returned Equipment. If for any reason you fail to return any Equipment to Lessor as provided in this Agreement by the last day of such 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 the 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 Equipment 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 and safe 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 herein. 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, subject to a price increase after the initial term. (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 software 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 the Schedule unless otherwise indicated. If specified on page 1 that the Listed Items are being added to an existing Fleet Coverage Plan 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, providing reports 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 the myCSA website, you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. 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 or any other disposition of the Equipment by you. 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. 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 interests in the Equipment, and add the costs of maintaining such insurance, and an administrative fee, to the amounts due from you under this 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 law; (f) a receiver, trustee, conservator, or liquidator is appointed for you, any Guarantor, or any of you 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 Fixed Payments 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 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 hereto. 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") AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE YOU WAIVE YOUR RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522, AND YOU IRREVOCABLY WAIVE ANY RIGHT TO NOTICE THEREOF. 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 AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, 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, OBJECTIONS 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 setoffs 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.: 300 Commerce Square Blvd. Burlington, NJ 08016 Attn: Customer Service Department Phone: (800) 613-2228 Fax: (800) 220-4002 Email: customercare@csa.canon.com	Address for notices to Canon Financial Services, Inc.: 158 Galther Drive, Suite 200 Mount Laurel, NJ 08054 Attn: Customer Service Department Phone: (800) 220-0330 Fax: (856) 813-5122 Email: customer@cfs.canon.com
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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

#ULF S0844960.04

Page 1 of 2

Customer Name: CITY OF BELTON

Ship To Information

Delivery Address: 7001 E 163rd St		Connectivity Contact: Norman Shriver	
City: BELTON	County: CASS	I/T Phone #: 816.348.4416	E-Mail: laurae@beltonpd.org
State: MO	Zip: 64012	Phone #: 816.331.2798	Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Delivery Contact: Courtney Sturm		Fax #:	Loading Dock: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
E-Mail: csturm@beltonpd.org		Earliest Delivery Date: 6/28/2018	# 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.							
1474C005	ICMF735CDW	1		<input type="checkbox"/>	Equipment excluded from Maintenance	<input type="checkbox"/>	Corporate Advantage	<input type="checkbox"/>	Equipment under separate MPS agreement billed by CSA		
0732A032	CASSETTE UNIT-AF1	1		Covered Images Included		Start Meter		Excess per Image Charge		B & W	Color
2368V991	PRINTER CONNECTIVITY	1		B & W	Color	B & W	Color	B & W	Color		
2368V999	INSTALL PAK LBP/IMAGECLASS BW	1		1,000	200			0.01720	0.14230	Alternate Meter Read Method: _____	
IntSupplies	Pre-Installed Supplies Installed in Machine	1									
1191C018	IRADVC7565IV2	1		<input type="checkbox"/>	Equipment excluded from Maintenance	<input checked="" type="checkbox"/>	Corporate Advantage	<input type="checkbox"/>	Equipment under separate MPS agreement billed by CSA		
0124C003	STAPLE FINISHER-V2 (CANNOT BE USED W/ IR ADV B)	1		Covered Images Included		Start Meter		Excess per Image Charge		B & W	Color
0166C007	SUPER G3 FAX BOARD-AS2	1		B & W	Color	B & W	Color	B & W	Color		
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-P	1		8,000	2,000			0.00640	0.04100	Alternate Meter Read Method: _____	
3133V962	INSTALL PAK C7565I/C7570I/C7580I	1									
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1									
IntSupplies	Pre-Installed Supplies Installed in Machine	1									

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

Unified Lease Agreement

Schedule A

#ULF S0844980.04

Page 2 of 2

Customer Name: CITY OF BELTON

Ship To Information

Delivery Address: 7001 E. 63rd St		Connectivity Contact: Norman Shriver	
City: BELTON	County: CASS	I/T Phone #: 816.348.4416	E-Mail: laurae@beltonpd.org
State: MO	Zip: 64012	Phone #: 816.331.2798	Elevator: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Delivery Contact: Courtney Sturm		Fax #:	Loading Dock: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
E-Mail: csturm@beltonpd.org		Earliest Delivery Date: 6/28/2018	# 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.					
2281C002	IRADVC256IFV2	1		<input type="checkbox"/> Equipment excluded from Maintenance		<input type="checkbox"/> Corporate Advantage		<input type="checkbox"/> Equipment under separate MPS agreement billed by CSA	
9579B003	CASSETTE FEEDING UNIT-AJ1	1		Covered Images Included		Start Meter		Excess per Image Charge	
2730V690	IR ADV C350IF/C250IF/C355IF/C255IF INSTALL PAK	1		B & W	Color	B & W	Color	B & W	Color
2368V119	LOW VOLUME CONNECTIVITY UP TO 30PPM	1		3,500	800			0.00911	0.07120
IntSupplies	Pre-Installed Supplies Installed in Machine	1		Alternate Meter Read Method: _____					
				<input type="checkbox"/> Equipment excluded from Maintenance		<input type="checkbox"/> Corporate Advantage		<input type="checkbox"/> Equipment under separate MPS agreement billed by CSA	
				Covered Images Included		Start Meter		Excess per Image Charge	
				B & W	Color	B & W	Color	B & W	Color
				Alternate Meter Read Method: _____					

83

Key to Meter Read Method imageWARE Remote unless noted above (or) W=myCSA website



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#: S0844960/ App 1529257	
Street Address: 7001 East 163rd St.	City: Belton	State: MO	Zip: 64012
Equipment Description: (1) RCMP 735CDW; (1) iR ADV C7565I V2; (1) iR ADV C256IF V2		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: Lisa Seymour
Name: Lisa Seymour
Title: Account Executive
Date: 6.13.13

Belton City of

By: _____
Name: _____
Title: _____
Date: _____





CANON SOLUTIONS AMERICA

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

MUNICIPAL FISCAL FUNDING ADDENDUM

Unified Lease Agreement # S0844960.01
CFS' Application Number: _____
CFS' Agreement Number: _____
Agreement Date: 6.15.18

GOVERNMENTAL ENTITY

Complete Legal Name: The City Of Belton ("Customer")

THIS MUNICIPAL FISCAL FUNDING ADDENDUM ("ADDENDUM") WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

Customer warrants that it has funds available to pay Payments payable pursuant to the Unified Lease Agreement (the "Agreement") between Customer and CSA until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to the Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to the Lessor for the Equipment, Customer may, upon prior written notice to CSA and the Lessor, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to the Lessor, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to the Lessor due thereafter, provided: (1) the Equipment is returned to the Lessor as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to the Lessor under this Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, the Lessor shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to CSA and the Lessor that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Customer by the following signatory has been duly taken and remains in full force and effect. Customer agrees that CSA and the Lessor may accept a facsimile or other electronic transmission of this Addendum as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

ACCEPTED

Canon Solutions America, Inc.

Customer

By: Lara L. Higgins

By: _____

Title: Account Executive

Name: Alexa Barton

Date: 6.15.18

Title: City Manager

SECTION VII

A

R2018-37

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF BELTON AND Y BELTON, LLC., REGARDING THE USE OF THE MARKEY REGIONAL DETENTION FACILITY IN LIEU OF PROVIDING ON-SITE OR OTHER PRIVATE DETENTION FOR THE PROPERTY DESCRIBED AS PORTIONS OF LOTS 1 AND 8, BELTON GATEWAY, ADDITION UNIT NO. 2 FOR A 10,000 SQUARE FOOT RETAIL BUILDING FOR ULTA BEAUTY IN THE AMOUNT OF \$8,687.85.

WHEREAS, on June 10, 2014 the City Council approved Ordinance Number 2014-4005, amending Chapter 32 Stormwater Management and Flood Protection of the Belton Unified Development Code (UDC) by amending Section 32-1, Stormwater Detention Requirements. This amendment incorporated payment in lieu of detention into the Belton UDC that requires the following: 1) an application, 2) a drainage study, 3) an agreement, and 4) payment (calculated as \$5,100.00 per impervious site acre). This amendment is referred to as the Markey Regional Detention Program; and

WHEREAS, on September 2, 2015 the developer's engineer issued a drainage study for the Belton Gateway Addition Unit No. 2, which included Lot 1 and Lot 8. On September 28, 2016, a revision of the drainage study was issued and approved, and on May 7, 2018 an addendum to the September 28, 2016 study was issued and approved, in accordance with City standards; and

WHEREAS, on May 10, 2016 the City Council approved Ordinance Number 2016-4218 approving the Final Plat of Belton Gateway Addition Unit No. 2, a commercial/retail development on a 39.0 acre tract of land, described as a tract of land located west of 163rd Street and north of Turner Road, in the City of Belton, Cass County, Missouri; and

WHEREAS, on October 13, 2016 the Final Plat for Belton Gateway Addition Unit No. 2 was recorded in Cass County, Missouri, File Number 593249, Book 00022, Page 0077; and

WHEREAS, Y Belton, LLC submitted development plans to City Staff in May 2018 for the property described as portions of Lots 1 and 8, Belton Gateway, Addition Unit No. 2. On May 7, 2018, the Planning Commission unanimously approved the Final Development Plan for Ulta Beauty, located near the northwest corner of Turner Road and 163rd Street; and

WHEREAS, the developer of Ulta Beauty on portions of Lots 1 and 8, Belton Gateway, Addition Unit No. 2, Y Belton, LLC has elected to participate in the City's Markey Regional Detention Program for the 10,000 square foot retail building. The development is proposing to add 1.7035 acres (approximately 74,209 square feet) of additional impervious surface, which includes 1.70 acres of impervious surface on Lot 8 and 0.0035 acres of impervious surface on Lot 1, resulting in a fee of \$8,687.85. The developer submitted an Application for Payment in Lieu of Constructing Detention in the amount of \$8,687.85 dated May 7, 2018; and

WHEREAS, City Council believes the Agreement between the City of Belton and Y Belton, LLC regarding the use of the Markey Regional Detention Facility in lieu of providing on-site or other private detention meets the City's required standards for the detention of stormwater in the Markey Regional Detention Facility while also being in the best interest of the City and this development area.

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

SECTION 1. That the Agreement, herein attached and incorporated to this Resolution as **Exhibit A**, between the City of Belton and Y Belton, LLC, regarding the use of the Markey Regional Detention Facility in lieu of providing on-site or other private detention for the property described as a portion of Lots 1 and 8, Belton Gateway, Addition Unit No. 2 for the Ulta Beauty building site and parking lot in the amount of \$8,687.85 is approved.

SECTION 2. The Mayor is authorized and directed to execute the agreement on behalf of the City.

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

Duly read and passed this 26th day of June, 2018.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 26th day of June, 2018, and adopted at a regular meeting of the City Council held the ___ day of _____, 2018 by the following vote, to-wit:

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

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 26, 2018

DIVISION: Public Works/Engineering

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

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

ISSUE/RECOMMENDATION:

Y Belton, LLC is developing the first phase of Lot 8 of the Belton Gateway, Addition Unit No. 2 development platted in October 2016 for Ulta Beauty, a 10,000 square foot retail building, located near the northwest corner of Turner Road and 163rd Street. The development plans were approved by the Planning Commission on May 7, 2018.

As part of their submittal, the developer has elected to participate in the City’s Markey Regional Detention Program. The program provides an alternative to on-site stormwater detention. The ordinance for the program was approved in May 2014, is codified as Section 32-1, and requires all developers approved for participation in the program to enter into the attached agreement with the City.

Section 32-1.4.c requires that a drainage study and an application be submitted. Both have been submitted to staff and approved by the Public Works Director. The fee for participation is calculated as \$5,100.00 per impervious site acre. For this development, with 1.7035 acres (approximately 74,209 square feet) of additional impervious surface for portions of Lots 1 and 8, the fee is \$8,687.85. Ulta Beauty is primarily located on Lot 8 with an impervious surface of 1.70 acres with a small portion of the parking lot located on Lot 1 with an impervious surface of 0.0035 acres.

IMPACT/ANALYSIS:

Revenue of \$8,687.85 to Markey Regional Detention Fund

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution authorizing and approving an agreement between the City and Y Belton, LLC., regarding the use of the Markey Regional Detention Facility in lieu of providing on-site or other private detention for the property described as portions of Lots 1 and 8, Belton Gateway, Addition Unit No. 2 for a 10,000 square foot retail building for Ulta Beauty in the amount of \$8,687.85.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Exhibit A: Agreement
- Application
- Stormwater Management Study Addendum



AGREEMENT REGARDING THE USE OF THE MARKEY REGIONAL DETENTION FACILITY
IN LIEU OF PROVIDING ON SITE OR OTHER PRIVATE DETENTION

This Development Agreement, is made as of _____, 20__, by and between _____ (the "Developer") and the City of Belton, Missouri (the "City") with respect to the use of the Markey Regional Detention Facility, and the related payment in lieu of providing on site or other private detention.

RECITALS

A. Section 32-1 of the Belton Unified Development Code requires that developers of property located with the City provide on-site detention for the purpose of managing storm water (herein defined as the "Developer's Section 32-1 Obligations").

B. Ordinance No. 2014-4005 adopted by the City Council on June 10, 2014, (the "Ordinance"), codified as Section 32-1 (4), allows developers of property located within the "Markey Regional Watershed" as defined in the Ordinance to participate in the Markey Regional Detention Program (the "Markey Regional Detention Program") as an alternative method to satisfying the Developer's Section 32-1 Obligations.

C. The Markey Regional Detention Program allows property owners to utilize the Markey Regional Detention basin (the "Regional Detention Basin") in order to satisfy their Section 32-1 Obligations, conditioned inter alia upon a payment calculated at a base rate of \$5,100 per impervious acre of the proposed development (the "Payment in Lieu").

D. The Developer has submitted an application (the "Application") for participation in the Markey Regional Detention Program, for the property legally described and depicted on EXHIBIT 1 attached hereto (the "Property"). The Application was accompanied by a drainage study setting forth in detail the number of impervious acres contained within the proposed development on the Property and the detailed methodology for such calculations using approved APWA methodologies (the "Drainage Study").

E. The City has reviewed the Application and the Drainage Study and determined that the Developer's participation in the Markey Regional Detention Program will achieve and/or exceed the Developer's Section 32-1 Obligations resulting from the proposed development of the Property.

NOW, THEREFORE AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE CITY AND DEVELOPER AGREE AS FOLLOWS:

Term. This Agreement shall remain in force and effect so long as the Regional Detention Basin is utilized by the Developer or its heirs, successors and assign to satisfy any Section 32-1 Obligations related to the Property or any portion thereof.

Rate. Developer shall pay \$ 8,687.85* to the City for the utilization of the Regional Detention Basin in order to satisfy the Developer's Section 32-1 Obligations. Said payment to be submitted to the City as a condition to the issuance of any permit related to the development of the Property.

* 1.7035 acres of new impervious area @ \$5,100.00 per acre.

Funds. The funds collected in accordance with this Agreement shall be deposited by the City into a specifically designated account and shall only be used toward the construction and subsequent maintenance of the Regional Detention Basin.

Design and Construction. Plans for the improvements required to utilize the Regional Detention Basin must be submitted to and approved by the City before any permit related to the development of the Property will be issued by the City. Said plans must comply with the requirements of APWA Section 5600 and the City of Belton's development standards as set out in Section 36.69 (b) of the Unified Development Code.

Water Quality. Developer agrees that the water delivered into the Regional Detention Basin shall meet or exceed the minimum water quality standards of the City and the Missouri Department of Natural Resources. Developer agrees to provide the City, upon request, with the results of any water quality analyses necessary to assess the quality of the water delivered into the Regional Detention Basin. Failure to meet or exceed the minimum water quality standards of the City and the Missouri Department of Natural Resources shall be a breach of this Agreement and shall be cause for termination of the Agreement.

Indemnification. Developer shall indemnify and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from any acts or omissions in connection with this Agreement and/or use of the Regional Detention Basin caused in whole or in part by Developer, its employees, agents or subcontractors, or caused by others for whom Developer is liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers or employees. Developer's obligations under this section with respect to indemnification for acts or omissions of City, its agencies, officials, officers or employees shall be limited to the coverage and limits of General Liability insurance that Developer is required to procure and maintain under this Agreement.

Insurance. Developer will carry and keep in force at its own expense, Commercial General Liability insurance with companies that do business in this state, in an amount not less than \$2,500,000 single limited personal injury and property damage and \$2,500,000 combined personal injury and property damage and cover Developer's use of the Regional Detention Basin. All policies of insurance shall be considered primary of any existing, similar insurance carried by the City. Such coverage need not be covered by separate policy, but may be satisfied through the existence of one or more master policies granted to Developer. Developer shall furnish City with a certificate of insurance prior to the issuance by the City of any permit for development of the Property.

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

Compliance with Laws. Developer shall comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement and in effect as of the date of this Agreement.

Default and Remedies. If Developer shall be in default or breach of any provision of this Agreement, City shall provide Developer with written notice of such default or breach. In the event that Developer has not cured the default or breach to City's satisfaction within thirty days (30) days of the date

of the initial notice, or has not taken such reasonable steps as determined by City in City's sole discretion to expeditiously cure such default or breach, then City may, in addition to any other legal or equitable remedies, terminate this Agreement. In the event that City terminates this Agreement: 1) Developer shall be obligated to satisfy its Section 32-1 Obligations independently of and without the right to utilize the Regional Detention Basin; 2) Developer shall not be entitled to any refund of the Payment in Lieu; and 3) Developer shall be responsible for all costs associated with disconnecting the Property from the Regional Detention Basin, such costs, if not paid by Developer shall be assessed against the Property and a lien placed against the Property until paid. In the event Developer has been declared to be in default of this Agreement by City, in addition to any and all other remedies, City may revoke any certificates of occupancy that have been issued on the Property pending Developer's independent satisfaction of its Section 32-1 Obligations.

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

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

Assignability. Developer shall not assign or transfer any part or all of its interest in this agreement without the City's prior approval. If Developer shall transfer any part of its obligations under this Agreement without the prior approval of the City, such transfer shall constitute a material breach of this Agreement.

Binding Agreement. This Agreement shall be binding upon the heirs, successors and assigns of the Developer. The obligations of the Developer under the Agreement shall also be a covenant that runs with the land and shall bind all successors in interest to title to the Property or portions thereof.

Recording. This Agreement shall be recorded with the Cass County Recorder of Deeds.

Conflicts of Interest. Developer certifies that no officer or employee of City has, or will have a direct or indirect financial or personal interest in this Agreement.

Counterparts. This Agreement may be signed in one or more counterparts.

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

City:

City of Belton,
Alexa Barton, City Manager
506 Main Street

Belton, MO 64012
Phone: 816-331-4331
Fax: 816-322-6973

With a copy to the City Attorney:

Megan McGuire, Esq.
506 Main Street
Belton, MO 64012

Developer:
Y Belton, LLC
David J. Christie
Manager

7387 West 162nd Street, Stilwell, KS 66085

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed pursuant to due authority of the date first set forth above.

DEVELOPER
By: 
David J. Christie
Title: Manager
Date: June 5, 2018

CITY
By: _____
Title: _____
Date: _____



Exhibit A

April 4, 2018

Michael Christopher
Acting City Engineer
City of Belton
506 Main St.
Belton, Mo 64012

RE: Stormwater Detention Agreement – Impervious Areas

The purpose of this memorandum is to provide the existing and proposed impervious areas for the project described below to City of Belton, Mo as required for *Payment in Lieu of Constructing Detention*

Legal Description

Lot 1 Belton Gateway Unit No. 2
Portion of Lot 8 Gateway Unit No. 2

Existing Impervious Areas per Detention Agreement Dated April 3, 2017

- **Lot 1:** Lot 1, Block 1, Belton Gateway Addition Unit No. 2
The impervious area is *349,119.40 SF* or *8.01 acres*.
- **Lot 8:** Portion of Lot 8, Block 1, Belton Gateway Addition Unit No. 2
The impervious area is *34,127.49 SF* or *0.78 acres*.

Proposed Impervious Areas per Ulta Development

- **Lot 1:** Lot 1, Block 1, Belton Gateway Addition Unit No. 2
The impervious area is *152.26 SF* or *0.0035 acres*.
- **Lot 8:** Portion of Lot 8, Block 1, Belton Gateway Addition Unit No. 2
The impervious area is *74,056.8 SF* or *1.70 acres*.

Total Impervious Areas on Lots 1 & 8

- **Lot 1:** Lot 1, Block 1, Belton Gateway Addition Unit No. 2
The impervious area is *152.26 SF* or *0.0035 acres*.
- **Lot 8:** Portion of Lot 8, Block 1, Belton Gateway Addition Unit No. 2
The impervious area is *74,056.8 SF* or *1.70 acres*.

Please don't hesitate to ask if you have any questions or if you need any additional information.

Sincerely,



Leon D. Osborn, P.E.

APPLICATION FOR PAYMENT IN LIEU OF CONSTRUCTING DETENTION
City of Belton, MO



A. GENERAL INFORMATION

APPLICANT: Y, Belton, LLC. DATE: 05/01/18

DEVELOPMENT: Belton Gateway, Unit No. 2

LOCATION: SWQ Markey Parkway and 163rd St.

B. SITE INFORMATION

Site Area: 15.23 acres

Existing Land Use: Vacant

Proposed Land Use: Commercial

Site Impervious Area:

Existing: 8.79 acres

Proposed: 10.49 acres

Difference: 1.70 acres

C. DOWNSTREAM ANALYSIS

- Consult with City Engineer prior to completing this application and downstream analysis.
- Submit a report with the supporting information listed below that evaluates the existing drainage system from each site discharge point to the appropriate City regional detention basin. The report shall be prepared by or under the direct supervision of a Professional Engineer Registered in the State of Missouri, who must sign and seal the report. The report shall include, at a minimum, the following information:
 - A. Description of the development and change in land use(s).
 - B. Summary of hydrologic analysis, completed in accordance with City criteria, providing existing and proposed/developed conditions peak flows and hydrographs for the 1% and 10% chance events.
 - C. Narrative and graphical depiction of the downstream drainage system from the point(s) of discharge from the site to the City regional detention basin. Identify segments with existing flooding problems or problems that would be caused by increases in runoff from the development. Flooding problems are defined as areas where the 1% chance or more frequent flood enters buildings (either based on modeling or historical property owner complaints) or overtops public roadways.

**APPLICATION FOR PAYMENT IN LIEU OF CONSTRUCTING DETENTION
City of Belton, MO**



- D. Narrative section on the hydrologic and hydraulic modeling methods used; key input and output data shall be attached.
- E. Maps and figures:
 - Watershed map for regional basin showing location of proposed development within the basin. The drainage system linking the proposed development and the regional detention basin shall be highlighted.
 - Existing development site map with aerial image and contour data.
 - Proposed site development plan with contour data and drainage areas.
 - Downstream system map with system type and size identified, along with identified flood problem areas as described in Part D above.

Data available from the City Engineer's office to aid in preparation of the downstream analysis:

- Aerial imaging and contour data
- Existing drainage system GIS information (size, type and location)
- City Stormwater Master Plan (including approximate drainage system hydraulic performance information)
- Identified flood problem areas based on resident complaints and Stormwater Master Plan modeling information

D. NO ADVERSE DOWNSTREAM IMPACT CERTIFICATION

As the professional engineer of record, I certify that, based on my analysis using standard engineering practices, stormwater detention for this development will not provide any downstream flood reduction benefits and the development will not increase downstream flooding.


Professional Engineer

5-7-18

Date

E. PAYMENT IN LIEU OF DETENTION ACCEPTANCE/REJECTION

The downstream impact analysis is acceptable and the application for payment in lieu of detention is APPROVED.

The approved payment amount is \$ 8,687.85

Downstream improvements are required at an estimated cost of \$ _____

The application for payment in lieu of detention is DENIED.


City Engineer

5/29/2018

Date



KAW VALLEY ENGINEERING, INC.

Office: 785.762.5040
Fax: 785.762.7744
Web: www.kveng.com
Address: 2319 N. Jackson
P.O. Box 1304
Junction City, KS 66441

April 18, 2018

A13D6441-5

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

**RE: ADDENDUM 1
STORMWATER MANAGEMENT STUDY
BELTON GATEWAY ADDITION UNIT NO. 2
LOT 8 – ULTA BEAUTY**

The purpose of this letter is to serve as an addendum to the stormwater management study referenced above and dated September 28, 2016. This addendum will serve to update the original stormwater study based upon the final site characteristics for a proposed new Ulta Beauty store on Lot 8, Block 1 of Belton Gateway Addition Unit No. 2 and support the *Application for Payment In lieu of Constructing Detention*. Items from Section C of the application are addressed below.

A. Description of the development and change in land use(s).

Per the original 9/28/16 study, an assumed curve number of 92.4 was used in analyzing Lot 8. The originally assumed and currently proposed impervious areas for the lot are compared in Table 1.

Table 1: Original Study vs. Currently Proposed Land Cover				
	Total Area	Impervious (CN=98)	Pervious (CN=80)	Curve Number
Original Site	5.67 ac	3.90 ac	1.77 ac	92.4
Currently Proposed	5.67 ac	2.48 ac	3.19 ac	87.9

As shown in Table 1, the currently proposed curve number of 87.9 for the Ulta Beauty development on Lot 8 is less than the originally designed value of 92.4. Accordingly, runoff from the currently proposed lot will be less than originally expected and the original report is applicable to address the remaining items from Section C of the application.

B. Summary of hydrologic analysis

See original report

C. Narrative and graphical depiction of downstream drainage system from site to City regional basin

Section 4 & Table 2 of original report

D. Narrative on hydrologic and hydraulic modeling methods used

Section 2 of original report

E. Maps and Figures

Updated Site Plan attached

It is the opinion of Kaw Valley Engineering that the proposed Ulta Beauty store development will satisfy the design assumptions made in the original approved stormwater management study for Belton Gateway Addition Unit No. 2. Furthermore, Lot 8 can be developed in the future with an additional 1.42 acres of impervious area while still satisfying the original study and design.

Respectfully submitted,
Kaw Valley Engineering, Inc.



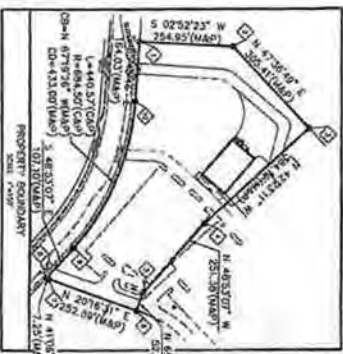
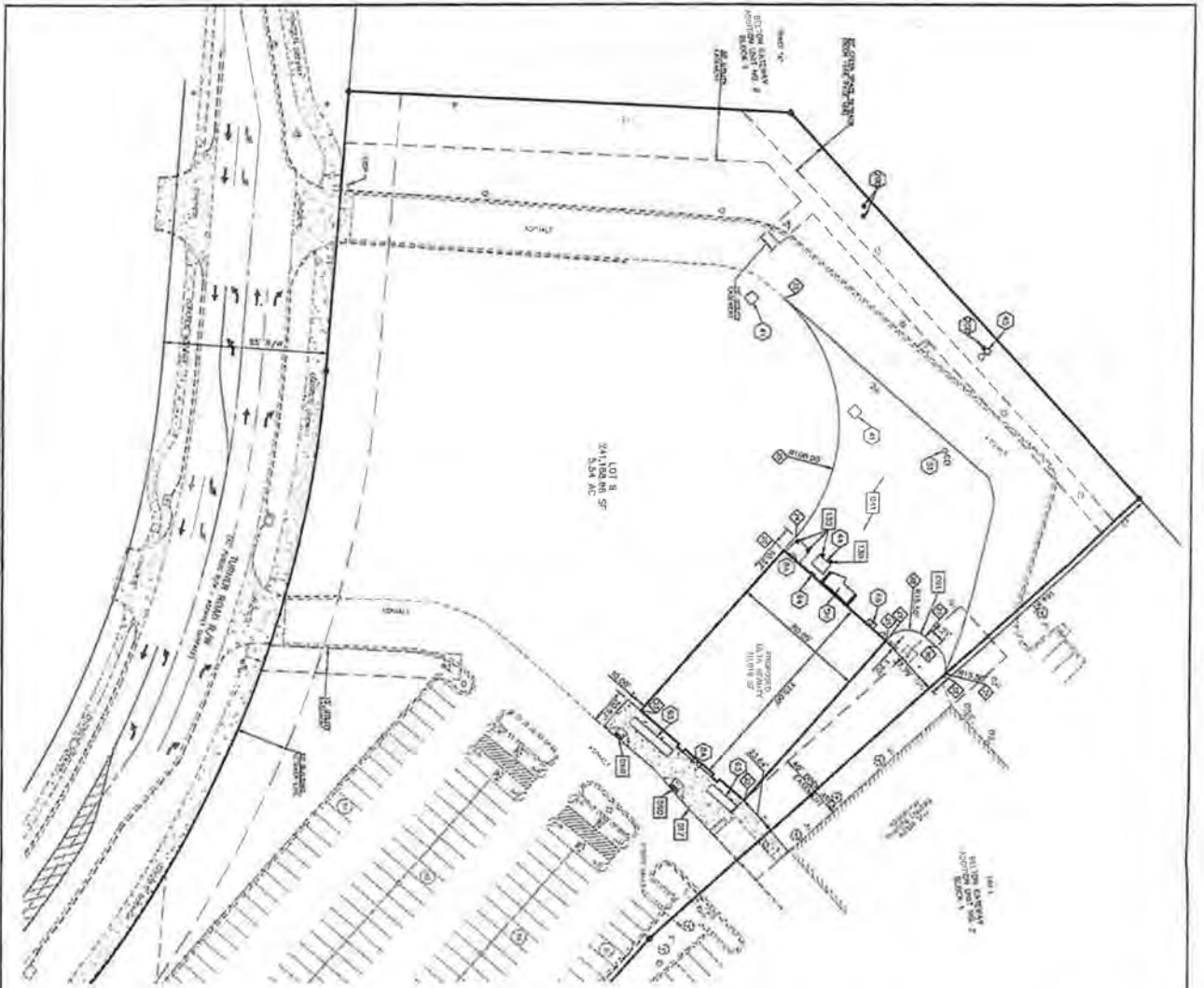

Dillon Cowing, E.I.T.
Staff Engineer

Attachment A: Updated Site Plan

Attachment B: Final Stormwater Management Study (Appendices not included)

Belton Gateway Addition Unit No. 2

September 28, 2016



POINT #	MARKING / EXISTING	COORDINATION
1	MARKING / EXISTING	500
2	MARKING / EXISTING	500
3	MARKING / EXISTING	500
4	MARKING / EXISTING	500
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POINT #	MARKING / EXISTING	COORDINATION
31	MARKING / EXISTING	500
32	MARKING / EXISTING	500
33	MARKING / EXISTING	500
34	MARKING / EXISTING	500
35	MARKING / EXISTING	500
36	MARKING / EXISTING	500
37	MARKING / EXISTING	500
38	MARKING / EXISTING	500
39	MARKING / EXISTING	500
40	MARKING / EXISTING	500

- NOTES:**
- 1. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.
 - 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 - 3. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 - 4. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.
 - 5. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 - 6. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.
 - 7. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 - 8. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.
 - 9. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 - 10. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.

CONSTRUCTION NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.
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10. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.





KAW VALLEY ENGINEERING, INC.

FINAL STORMWATER MANAGEMENT STUDY

BELTON GATEWAY ADDITION UNIT NO. 2

Belton, Missouri

September 28, 2016

Prepared By:

KAW VALLEY ENGINEERING, INC.
2319 N Jackson
Junction City, Kansas 66441

KVE Project No. A13D6441-2




Dillon R. Cowing, E.I.T.

Consulting Engineers

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5. STORMWATER TREATMENT	6
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APPENDIX A – PROPOSED GRADING PLAN

APPENDIX B – BMP MAP

APPENDIX C – MARC BMP WORKSHEETS

APPENDIX D – HYDRAFLOW REPORT PAGES

1. INTRODUCTION

This Stormwater Management Study was prepared for the proposed development of Belton Gateway Addition Unit No. 2 in Belton, Missouri. A project location map of the approximately 39 acre site is show in Figure 1 below.



Figure 1: Site Location Map

The purpose of this study is to analyze the effects the project will have on local drainage patterns, and to determine measures necessary to prevent negative impacts downstream. In addition, best management practices (BMPs) will be designed to provide effective stormwater treatment for the site.

2. DRAINAGE ANALYSIS METHOD & CALCULATIONS

This drainage study was conducted using Hydraflow Hydrographs for AutoCAD Civil-3D 2014 to model and analyze both existing and proposed site drainage (the Hydraflow report pages are provided in Appendix D). The Soil Conservation Service (SCS) Curve Number (CN) method was used to determine stormwater runoff volumes and peak flow resulting from a 24-hour Type II design storm, in accordance with APWA Section 5600, Storm Drainage Systems and Facilities – Kansas City Metropolitan Chapter. The Mid-America Regional Council Manual of Best Management Practices for Storm Water Quality (MARC Manual) was used for BMP design calculations.

3. EXISTING DRAINAGE

Existing site drainage is directed to the east side of the site, where it discharges through two large culverts running under 163rd St./MO Hwy “Y”. The 28 acres of the site located north of the existing Turner Road drain to the culvert north of Turner Road, which has a total tributary area of 184 acres. The 11 acres of the site located south of the existing Turner Road drain to a culvert south of Turner Road, which has a total tributary area of 99 acres. A regional detention pond downstream of the culverts provides storage for all current and future runoff from the site. A drainage map of the site is provided in Figure 2 below. Existing site stormwater runoff data is provided in Table 1 below.

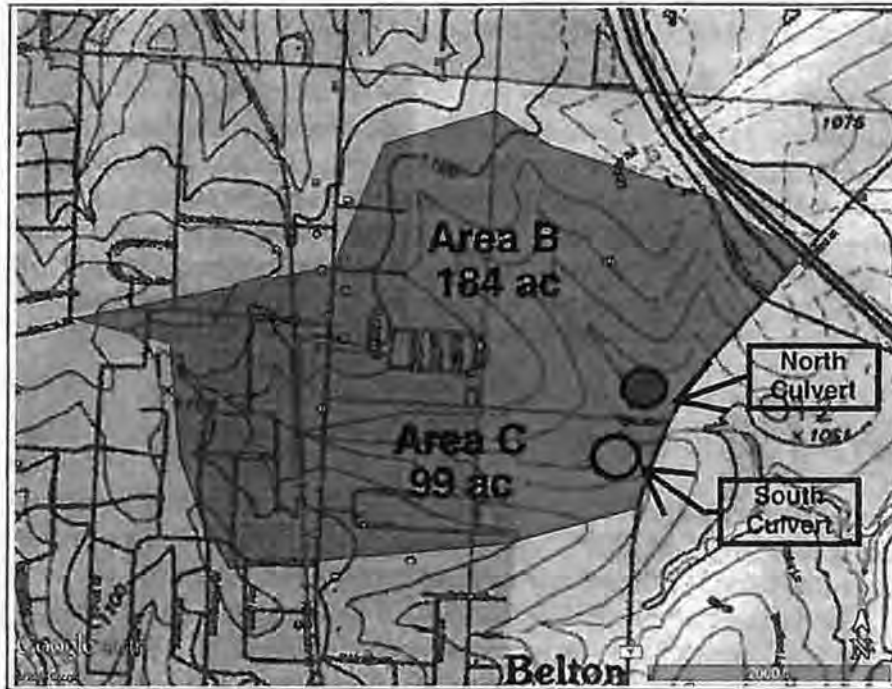


Figure 2: Existing Drainage Map

Table 1: Existing Runoff

Runoff Location	Area (ac)	CN	T _c (minutes)	Q ₂₅ (cfs)	Q ₁₀₀ (cfs)
North Culvert	184	88	26.8	853	1119
South Culvert	99	88	29.2	429	563

4. PROPOSED DRAINAGE

The proposed site will direct all stormwater runoff to the same culverts under 163rd St./MO Hwy “Y” as the existing site. On the north side of the existing Turner Rd, which will be removed as part of the development, the existing drainage way will be blocked by development, and a 60 in. pipe will be used to convey existing flows from the north through the site. The capacity of the pipe (230 cfs) will not adequately convey 100-year flows of 480 cfs into the pipe, and approximately 270,300 ft³ of detention storage will be required to mitigate the 100-year stream flows. A storage volume of approximately 340,000 ft³ is proposed as designed on the grading plan in Appendix A. On the south side of the site, the existing drainage way will be maintained, and no additional measures need be taken. Figure 3 below is a drainage map of the area draining to or through the existing site. Table 2 provides proposed runoff data.



Figure 3: Proposed Drainage Map

Table 2: Proposed Runoff

Runoff Location	Area (ac)	CN	T _c (minutes)	Q ₂₅ (cfs)	Q ₁₀₀ (cfs)
Area A	79	88	26.2	366	480
Area B	105	90	26.8	503	654
North Culvert (A+B)	184	90	26.8	869	1054
South Culvert (C)	99	89	29.2	437	570

5. STORMWATER TREATMENT

Stormwater treatment will be included as part of the proposed site improvements, as large amount of impervious area will collect sediments and larger items that may contaminate stormwater runoff necessitating the use of treatment facilities. Bioretention basins, infiltration trenches, and native vegetation were selected as the preferred methods of treatment.

Worksheet 1, "Required Level of Service - Undeveloped Site" from the MARC Manual, was completed to determine the minimum required Level of Service (LS) for the site. A minimum

level of service of 6 was calculated. Worksheet 2, "Mitigation Package", was also completed; the proposed improvements will provide an LS of 6.0. Both MARC worksheets are provided in Appendix B.

Table 3 below summarizes the stormwater treatment features for the site. A map of the BMPs with drainage areas is provided in Appendix B. Final detailed design of the individual BMPs will be provided in coordination with Habitat Architects, LLC.

Table 3: Stormwater Treatment

BMP Description	Area (ac)	Value Rating	Area x Value Rating
Bioretention (east)	3.65 ac	8.5	31
Native Vegetation (east)	1.2 ac	9.25	11.1
Native Veg + Bioret. (west)	5ac	11.75	58.75
Bioretention (west)	5.3 ac	8.5	45
Infiltration Trench (east)	5 ac x 2 = 10 ac	9.0	90
Untreated	13.25 ac	0	0
Total	39.2	---	235.85
			LS=6.0

Two infiltration trenches will be constructed on the east side of the site just upstream of the culverts under Hwy Y. Each trench will be designed to treat the water quality event volume of 5 ac of runoff using a 3 ft deep trench of clean stone and 18" of ponding water. The minimum area of each trench shall be 17,650 ft², or approximately 0.41 ac. The trenches are designed to infiltrate the entire water quality volume in 72 hours.

6. CONCLUSION AND RECOMMENDATIONS

The proposed Belton Gateway Unit No. 2 development will alter stormwater drainage characteristics for the site, necessitating the use of stormwater detention and treatment facilities. A detention pond providing 340,000 ft³ of storage will mitigate flows in excess of the capacity of a 60" in. pipe that will convey upstream flows through the site. In addition, bioretention basins, infiltration trenches, and native vegetation will provide stormwater treatment in accordance with the MARC Manual.