

### Agenda of the Belton City Council Special Electronic Meeting April 21, 2020 – 6:00 p.m. https://www.belton.org/watch

Members of the public may observe and attend the meeting at the URL location above.

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
  - A. Firework Sales Permits

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- III. ADJOURN WORK SESSION
- IV. CALL SPECIAL MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE Mayor Davis
- VI. ROLL CALL
- VII. 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 April 2, 2020, Special Electronic Meeting.

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B. Motion approving the February 2020 Municipal Division Summary Report for Municipal Court.

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C. Motion to approving a road closure from Herschel Street to Chestnut Street, down Main Street, for 2020 Cruisin' Main Street Car Cruises, July 25, August 22, September 26, October 24, 2020 all beginning at 3:00 p.m.; and October 4, 2020 from 11:00 a.m. – 4:00 p.m., for a car show. Rainout dates are the next Saturday after the rained-out event.

D. Motion approving the budgeted purchase of street signposts and street ID signs from J&A Traffic Products for a total purchase price of \$15,862.50, for the Public Works Department, Transportation Division.

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E. Motion approving Resolution R2020-15

A resolution reappointing John Sapp and James Person and appointing Marsha Vest to serve on the Public Safety Sales Tax Oversight Committee.

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F. Motion approving Resolution R2020-16

A resolution approving a subscription agreement with Acid Remap to provide access to mobile application software access for the Fire Department.

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- VIII. PERSONAL APPEARANCES
- IX. ORDINANCES
- X. RESOLUTIONS
- XI. CITY COUNCIL LIAISON REPORTS
- XII. MAYOR'S COMMUNICATIONS
  - A. Motion appointing Lorrie Peek as Mayor Pro Tem Election of Mayor Pro Tempore (Charter Section 3.4)
  - B. Motion appointing Chet Trutzel as Planning Commission Liaison.
  - C. Discussion regarding Park Board Liaison position.
- XIII. CITY MANAGER'S REPORT

#### April/May 2020 meetings

4/28 work session & regular meeting - 6:00 p.m.

5/12 work session & regular meeting – 6:00 p.m.

5/26 work session & regular meeting – 6:00 p.m.

#### XIV. OTHER BUSINESS

XV. Motion to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12; and that the record be closed, and the meeting adjourned from there.

# SECTION II

#### **Belton Firework Sales**

#### History

Prior to 2010, Belton had numerous for-profit firework sales locations throughout the City, including several in the same location (parking lots). In December 2010, the Planning Commission held a public hearing regarding changes to fireworks regulations in the UDC. The proposed changes included regulating the number of firework sales permits based on population. There were no public comments at the public hearing.

#### Census

In January 2011, the City Council approved ordinance 2011-3681, amending Chapter 33 of the 2006 International Fire Code regarding possession, sale and use of fireworks. This amendment included regulating the number of permits based on population. The population number was based upon Census information.

Based upon the 2010 and even the current 2018 Census data, the City of Belton has 5 firework sales permits.

- 2010 Census shows the population in Belton, Missouri was 23,116
- 2018 Census shows the population estimate for Belton, Missouri was 23,598

Potentially, the 2020 Census will provide the required population of 24,000 to allow the City to add another firework sales permit. In this event, any duly recognized organization, as defined in the UDC, could receive the additional City permit.

#### **Permit Eligibility**

#### UDC Chapter 16-2, Section 5609.3

"Not more than 1 license for the storage or sale of fireworks shall be issued per 4,000 population; provided that the duly recognized organization as defined in this section\* holding a permit for the year 2010 shall be entitle to apply for and receive a license irrespective of the population limit so long as application is submitted annually."

\*duly recognized Belton civic organization, service club, charitable organization or church organization. Charitable organizations, church organizations, and affiliated institutions such as schools benefitting from such organization's fireworks sales shall be located in and operate in Belton to be duly recognized.

#### Sec. 16-2. - Amendments to and deletions from the International Fire Code.

The International Fire Code is amended as follows:

Create and insert a new section 5609 as follows:

#### 5609 Fireworks Sales and Use.

5609.1 Definition. For the purposes of this section, Fireworks (formerly known as Class C, Common Fireworks) shall mean any composition or device for the purpose of producing a visible or audible effect for entertainment purposes by combustion, deflagration, or detonation which are classified as fireworks UN 0336, 1.4G by the United States Department of Transportation and the United States Consumer Product Safety Commission as set forth in CPSC 16 CFR parts 1500 and 1507.

5609.2 Storage and sale of fireworks. It shall be unlawful for any person, firm, organization or corporation to store, or to offer for sale fireworks of any type within the corporate limits of the City of Belton, provided however, that the city manager or his or her duly designated agent may issue sale permits in accordance with the provisions hereof to any duly recognized Belton civic organization, service club, charitable organization or church organization allowing the storage and sale of certain fireworks as provided herein for a period not exceeding seven days prior to and including July 4 of each year. Charitable organizations, church organizations and affiliated institutions such as schools benefitting from such organization's fireworks sales shall be located in and operate in Belton to be duly recognized. No more than one license shall be issued to each duly recognized organization. No license shall authorize fireworks sales at more than one site. Such license period shall begin no earlier than 8:00 a.m. on June 28 and end no later than midnight, July 4th of the year in which the permit is issued. No sales shall take place between the hours of midnight and 8:00 a.m. during the license period.

5609.3 Licenses for storage, sale. Any person, firm, organization or corporation as defined above, who fails to make application for a permit or license to store or sell fireworks with the fire prevention bureau of the fire department by the 1st day of June of the year in which such permit or license is desired, may be denied a permit. After approval by the fire prevention bureau of the fire department, the applicant may be issued a permit upon payment of a fee as established in the Unified Development Code Appendix A for each site location from which fireworks shall be offered for sale. Said payment shall be made to the City of Belton.

The application shall state the name of the organization, location of the sales site, type of structure from which sales are to be made, type of fire protection proposed and names of owners of adjoining property within a 300-foot radius of the sale site and other information required for the application for a "temporary use" as defined in the City of Belton Unified Development Code. Before any permit is granted the applicant shall file with the fire prevention bureau of the fire department a certificate of insurance showing the existence of a current policy of liability insurance for the operation of such enterprise, with face amount of said policy being not less than \$200,000.00 for the injury or death of more than one person, plus \$1,000,000.00 for property damage resulting from such enterprise.

Not more than one license for the storage or sale of fireworks shall be issued per 4,000 population; provided, that the duly recognized organization as defined in this section holding a permit for the year 2010 shall be entitled to apply for and receive a license irrespective of the population limit so long as application is submitted annually. Should the organization choose not be resubmit in any year, then

should the applicant submit in a subsequent year, the application will be subject to the population limits set forth herein.

Before any applicant meeting all of the qualifications of this section is granted a license for storage and sale of fireworks, the applicant or their authorized representative must attend a mandatory safety meeting. The purpose of this meeting is to review current City of Belton fireworks regulations, dates, times and other safety information. The date(s) and location(s) of the safety meeting will be included in the application packet provided to each potential license holder.

5609.4 Sale site. All sale sites shall be on private property and all applicants must provide, prior to receipt of permit or license, written statements from the owner of said property, or a duly authorized agent, that the organization has the permission to use the property for the purpose of the display and sale of fireworks.

5609.5 License not transferable; personnel at sale site. Each and every permit approved and issued under the provisions of this section shall be restricted solely to the organization to which same is issued and nontransferable to any other organization or person. Additionally any such permit shall be valid only for the location specified thereon. Sale of fireworks or operation of a site by any organization or individuals who are not members of the permittee shall void the permit and cause forfeiture of the permit fee. Any application disapproved by the city manager or his or her duly designated agent shall be returned to the applicant along with the fee deposited.

5609.6 Seller to display sign. Each sales site for which a license for storage or sale has been issued shall post a sign in a prominent location stating:

"SHOOTING OF FIREWORKS IS PROHIBITED ON CITY STREETS, IN PARKS AND OTHER PUBLIC PROPERTY FIREWORKS MAY ONLY BE DISCHARGED FROM 10:00 AM - 10:00 PM JUNE  $28^{TH}$  - JULY  $4^{TH}$  (MIDNIGHT ON THE  $4^{TH}$ ). POSSESSION OR DISCHARGE OF BOTTLEROCKETS, SKYROCKETS OR ROMAN CANDLES IS PROHIBITED IN THE CITY OF BELTON."

Each sign shall be weather-resistant with lettering at least two inches high that contrast with their background.

5609.7 Use and sale of Class C fireworks, with the exception of bottle rockets, sky rockets and Roman candles. Notwithstanding any other provisions of this section, the city council grants permission for the limited sale and use of fireworks, with the exception of those fireworks devices commonly referred to as bottle rockets, sky rockets and Roman candles, whose possession, sale, use and discharge of said enumerated items being hereby prohibited. Such use and sale shall be governed by the following regulations:

- It shall be unlawful for any person to throw or place any fireworks, including pyrotechnic devices, in such manner that explosion of same will likely endanger or cause injury or damage to any person or property.
- 2. The use of such fireworks shall be restricted to the period from 10:00 a.m. June 28th to midnight July 4th of each year.

- 3. No fireworks may be exploded between the hours of 10:00 p.m. and 10:00 a.m. except for Sundays, at which time the morning period of restriction shall be extended to 12:00 noon. Fireworks may be discharged in accordance with all other regulations until midnight, July 4th.
- 4. No fireworks shall be exploded during the hours of any religious service in the vicinity where such services are being conducted.
  - 5. Throwing or discharging fireworks from a moving vehicle of any type is prohibited.
- 6. Throwing or discharging of fireworks on any public property, including streets and parks, is prohibited.

5609.8 Safety precautions. No fireworks may be sold without a license as described in section 5609.3. The license must be displayed in such a manner as readily visible from the check out area of the sales location. In addition, the following safety regulations must be met and maintained throughout the license period:

- Unless specified otherwise, licensees shall comply with all provisions of the City of Belton Code
  of Ordinances, the adopted fire and building codes, zoning regulations, and all other regulations of the
  City of Belton and the State of Missouri. Where there exists a conflict, the most stringent regulation shall
  apply.
- Each licensee shall keep and maintain at least two, minimum 2-A rated fire extinguishers
  mounted in an accessible location, in plain view, near a path of travel one of which shall be a pressurized
  water type. The maximum travel distance to a fire extinguisher shall be 35 feet.
- No smoking or carrying of a lighted pipe, cigar, cigarette, or similar material is permitted in the sales area or within 50 feet thereof. Licensees must provide an approved receptacle for the safe disposal of smoking materials outside of the restricted area.
  - 4. It shall be unlawful to sell or to offer for sale fireworks to any intoxicated or irresponsible person.
- The fire prevention bureau of the fire department is authorized to take, remove or cause to be removed, at the expense of the owner all stocks of fireworks offered or exposed for sale, held, used or handled in violation of this section.
- 6. No hay, straw, shavings or similar combustible material that have not been treated to make them flame retardant shall be permitted within the fireworks sales location. Failure to meet or maintain any of the provisions of this section shall void the permit and cause forfeiture of the permit fee.
- 7. Licensees shall permit authorized inspections of their sales and storage areas prior to and during the license period.

(UDC 2010, §§ 4.3, 4.16; Ord. No. 94-2286, § 4, 12-14-1994; Ord. No. 99-2607, § 3, 3-9-1999; Ord. No. 00-2682, § 1, 1-25-2000; Ord. No. 2002-2932, § 1, 10-22-2002; Ord. No. 2007-3354, § 1, 6-12-2007; Ord. No. 2008-3494, § 1, 10-29-2008; Ord. No. 2011-3681, § 3, 1-11-2011; Ord. No. 2012-3869, §§ 2, 3, 12-11-2012, eff. 4-1-2013; Ord. No. 2015-4098, § 1, 5-12-2015)

#### **United States Census QuickFacts**

### https://www.census.gov/quickfacts/fact/table/beltoncitymissouri/PST045219

QuickFacts provides statistics for all states and counties, and for cities and towns with a **population of 5,000 or more**.

	Belton, Missouri
Population estimates, July 1, 2018, (V2018)	23,598
Population estimates base, April 1, 2010, (V2018)	23,090
Population, percent change - April 1, 2010 (estimates base) to July 1, 2018, (V2018)	2.2%
Population, Census, April 1, 2010	23,116

# SECTION VII

#### Minutes of the Belton City Council Special Electronic Meeting https://www.belton.org/watch April 2, 2020

Mayor Davis called the special electronic meeting to order at 6:00 p.m.

Mayor Davis lead the Pledge of Allegiance to the Flag.

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

Councilmembers absent: Gary Lathrop

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

Mayor Davis asked for a moment of silence for the passing of David Myers, Animal Control Officer; for our first COVID-19 death; and to remember Councilmember VanWinkle's mom in prayer.

#### CONSENT AGENDA

Councilmember Davidson asked the Council to please remove item B from the Consent Agenda and discuss under separate action.

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

- approving the minutes of the March 10, 2020, City Council Regular Meeting and the March 19, 2020, City Council Special Electronic Meeting.
- approving the FY2021 budgeted capital purchase of 5 iPad Air, 3<sup>rd</sup> Gen tablets and 1 iPad Pro from First Net in the amount of \$4,124.79 under our existing contract for mobile equipment and data services and the purchase of 10 mounting devices from Mobile Demand (a sole source vendor in accordance with Section 2-929 of the City of Belton Code of Ordinances) in the amount of \$2,150.46.
- authorizing the purchase of UV disinfection bulbs, wiper, seals, and O-rings in Channel 2 at the Wastewater Treatment Plant, from Ray Lindsey Company, for a cost of \$43,783.58.
- approving Resolution R2020-10: A resolution approving a maintenance and service agreement with Stryker Corporation to provide maintenance and service to the Fire Department's power load systems, power cots, and stair chairs.
- approving Resolution R2020-11: A resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency sanitary sewer repair located at 407 Corral Drive and ratifying Task Agreement No. 2020-02 in the amount of \$26,518.81.
- approving Resolution R2020-12: A resolution approving the extension of the agreement for the City of Belton with Superior Bowen Asphalt Company, LLC for the 2020 Street Restoration Project for a term of one (1) year with the option of one (1) additional one (1) year renewal in the amount of \$5,052,991.25.

 approving Resolution R2020-13: A resolution approving a three (3) year Lease Agreement with Deere Credit, Inc., Johnston, Iowa, to lease a John Deere 320g skid steer loader base for use in and around the Belton Parks System.

Councilmember Clark seconded. All present voted in favor. Consent agenda approved.

Motion authorizing the purchase of an AeroClave Room Decontamination machine, attachments, and disinfectant solution from Aeroclave, LLC, for \$15,758.00, for the fire department.

Presented by Councilmember Clark, seconded by Councilmember Savage. Councilmember Davidson asked why this was not being paid from the Public Safety Sales Tax fund. Alexa Barton, City Manager, said it was not budgeted for that fund and there is a possibility this could be reimbursable through FEMA. All present voted in favor. Motion carried.

#### **ORDINANCES**

Andrea Cunningham, City Clerk, gave the final reading of Bill No. 2020-13: An ordinance authorizing the Taxable Industrial Revenue Bonds (NP Southview Industrial Building 2, LLC Project), Series 2020 related to an industrial development project in the City and authorizing the City to enter into certain agreements and take certain other actions.

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

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

Noes: 0

Absent: 1 Lathrop

Bill No. 2020-13 was declared passed and in full force and effect as **Ordinance No. 2020-4560**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2020-18: An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2020 Adopted City Budget.

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

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

Noes: 0

Absent: 1 Lathrop

Bill No. 2020-18 was declared passed and in full force and effect as **Ordinance No. 2020-4565**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2020-19: An ordinance executing the Cooperative Final Missouri Highways and Transportation Commission Cost-Sharing Agreement for Build Grant Traffic Modeling and federal grant writing with the City of Raymore, Cass County and Belton, Missouri in substantially similar form to the draft agreement attached.

Presented by Councilmember Peek, seconded by Councilmember Finn. Vote on the first reading was recorded with all present voting in favor. First reading passed. Councilmember Peek moved to hear the final reading. Councilmember Savage seconded. Vote to hear the final reading was

recorded with all present voting in favor. Motion passed. The final reading was read. Presented by Councilmember Peek, seconded by Councilmember Clark. Vote on the final reading was recorded:

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

Noes: 0

Absent: 1 Lathrop

Bill No. 2020-19 was declared passed and in full force and effect as Ordinance No. 2020-4566, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2020-20: An ordinance approving a Cost-Share Agreement between the Mid-America Regional Council (MARC) and the City of Belton, Missouri for the Kansas City Metropolitan Regional Aerial Photography Project at a cost of \$1,857.81. Presented by Councilmember Trutzel, seconded by Councilmember Savage. Vote on the first reading was recorded with all present voting in favor. First reading passed. Councilmember Trutzel moved to hear the final reading. Councilmember Peek seconded. Vote to hear the final reading was recorded with all present voting in favor. Motion passed. The final reading was read. Presented by Councilmember Trutzel, seconded by Councilmember Finn. Vote on the final reading was recorded:

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

Noes: 0

Absent: 1 Lathrop

Bill No. 2020-20 was declared passed and in full force and effect as **Ordinance No. 2020-4567**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2020-21: An ordinance authorizing and approving a Public Services Agreement between the City of Belton, Missouri and Downtown Main Street, Inc. to provide public services support for the Fall Festival in Belton, Missouri in September 2020.

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

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

Noes: 0

Absent: 1 Lathrop

Bill No. 2020-21 was declared passed and in full force and effect as Ordinance No. 2020-4568, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2020-22: An ordinance authorizing and approving a Public Services Agreement between the City of Belton, Missouri and Downtown Main Street, Inc. to provide public services support for the Wine & Brews On Main Street Festival in Belton, Missouri in June 2020.

Presented by Councilmember Clark, seconded by Councilmember Trutzel. Councilmember VanWinkle asked about needing to change the date of this event. Ms. Barton said that possibility is written into the agreement. Vote on the first reading was recorded with all present voting in favor. First reading passed. Councilmember Peek moved to hear the final reading. Councilmember Trutzel seconded. Vote to hear the final reading was recorded with all present

voting in favor. Motion passed. The final reading was read. Presented by Councilmember Savage, seconded by Councilmember Trutzel. Vote on the final reading was recorded:

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

Noes: 0

Absent: 1 Lathrop

Bill No. 2020-22 was declared passed and in full force and effect as Ordinance No. 2020-4569,

subject to Mayoral veto.

#### RESOLUTIONS

Ms. Cunningham read Resolution R2020-14: A resolution approving a Farm Lease Agreement with Dwayne Perkins, a private contractor, to cut and bale hay on farmable land on the Wastewater Treatment Plant's property for five (5) years through December 31, 2025.

Presented by Councilmember Clark, seconded by Councilmember Trutzel. Councilmember Davidson asked if there were other bids. There were not. Councilmember Savage asked what happens if we end up needing the land in the next five years? This scenario is written into the agreement. Vote on the resolution was recorded with all present voting in favor. Resolution passed.

#### CITY COUNCIL LIAISON REPORTS

Councilmember Davidson gave a Park report.

- The Park is preparing for summer and hiring. Apply online.
- The dog park, the skate park, outdoor courts, and playgrounds are closed. The trails, open spaces, and ball fields are open.

#### MAYOR'S COMMUNICATIONS

- Mayor Davis received a thank you letter from the Cass County Health Department.
- James Person, Police Chief and Emergency Management Director, has been doing a great job.
- Staff is working together as a team.

#### CITY MANAGER'S REPORT

April 2020 meeting

4/28 work session & regular meeting - 6:00 p.m.

There will likely be another electronic meeting before April 28.

Staff is doing a phenomenal job. There are projects in our budget we're getting ready to start. Please know they are needed and necessary. Public Works will begin putting up signs at these projects to show what tax dollars are paying for.

#### OTHER BUSINESS

Councilmember Finn said he has heard there is interest in a 6<sup>th</sup> permit for a fireworks tent. Our code currently allows one permit per 4000 citizens. Is there interest from the Council to discuss

possibly adding a 6<sup>th</sup> permit? Councilmember Peek was not in favor of adding another permit. Councilmember Savage was not in favor until the census allows for it. Councilmember Clark was in favor of discussion. Each permit is \$350. Councilmember Finn asked to bring this back to a work session.

Councilmember Davidson said she was not in favor of reopening the golf course. Councilmember Clark said he spearheaded this. Other courses in the Metro are open. Chief Person contacted the Cass County Health Department and they said the course could open under restrictive guidelines. Councilmember Finn was skeptical, but the course was doing a good job of abiding by the rules. Councilmember Peek didn't agree with it opening but hasn't seen anyone not abiding by the rules. Chief Person said the county allows golf courses to be open. This is more of a perception of giving people more reasons to leave their home. Jay Kennedy, Golf Course Manager, said staff is cleaning multiple times an hour. People are only allowed in the pro shop to use the restroom. Golf course staff is happy to do whatever the Council would like. Councilmember Davidson made a motion to close the golf course until May 1. Councilmember Savage seconded. All voted in favor except Councilmembers Finn, Clark, Trutzel, and VanWinkle. Motion failed for lack of majority.

At 7:09 p.m. Councilmember Trutzel moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; to discuss matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9; and to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12; and that the record be closed, and the meeting adjourned from there. Councilmember VanWinkle seconded. The following vote was recorded.

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

Noes: 0

Absent: 1 Lathrop

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

Andrea Cunningham, City Clerk	Mayor Jeff Davis

## SECTION VII

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

Acules Cleury 3/2/20
MUNICIPAL JUDGE DATE

COURT DATES: 2/5/20; 2/12/20; 2/19/20; 2/26/20

IN ACCORDANCE WITH COURT OPERATING RULE 4.29 THE ATTACHED MUNICIPAL DIVISION SUMMARY REPORT FOR MONTH OF FEBRUARY 2020 WAS PRESENTED AND REVIEWED BY CITY COUNCIL AS REQUIRED

CITY CLERK DATE



## Payment Plan Reports (0) lected

Belton Municipal Division Monday, March 2, 2020 11:51 AM

#### Payment Detail Listing By Payment Plan Number From 02/01/2020 - 02/29/2020

PP#	Defendant Name	Trans, Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid C
PP0000380	SPITLER, LINDA LEE	02/26/2020	494564	R00056536	140789423-1 140789424-1	\$45.00 PY
		PP0000380 Totals:				\$45.00
PP0000803	PFLANZ, CHARLES DONAVAN	02/16/2020	493013	R00056384	160765885-1	\$200.00 PY V
		PP0000803 Totals:				\$200.00
PP0000841	SUSKO, JESSICA ROSE	02/10/2020	492596	R00056262	140789316-1	\$11.00 PY 🗸
	200100110000000000000000000000000000000	PP0000841 Totals:				\$11.00
PP0001317	BASINSKI, TAYLOR MATTHEW	70.00 (1.00 Million 10.10)	492245	R00056175	140804344-1	\$10.00 PY 🗸
	erientistat (reference)	PP0001317 Totals:	33.46.73	1,000000	1,644,14,17	\$10.00
PP0001400	TUCKER, GARY DON	02/12/2020	492731	R00056294	160753569-1	\$10,00 PY V
11 0001100	TOOKEN, GARTI DON	PP0001400 Totals:	102101	1100000201	100700001	\$10.00
DD0001457	CORBIN, SHYANNE C	02/16/2020	493014	R00056385	160753150-1	\$10.00 PY 🗸
FF0001437	CONDIN, SHI ANNE C	PP0001457 Totals:	493014	1100030303	100/33130-1	\$10.00
DDOOOSESE	MEDINA, SCOTT	02/11/2020	492684	R00056279	140804835-1	\$10.00 PY ✓
PP0001515	WEDINA, SCOTT		492004	K00056279	140004030-1	\$10.00
	avenues escuestu	PP0001515 Totals:	100100	Decorpoint	100751100.1	
PP0001/3/	BALDUCCI, TRENTON L	02/03/2020	492128	R00056111	160754463-1	\$80.00 PY ✓ \$80.00
		PP0001737 Totals:				
PP0001804	LEWIS, DAYMOND K L	02/24/2020	494468	R00056514	160755195-1	\$40.00 PY 🗸
		DD0004004 T-1-1-1-			160755196-1	\$40.00
DD0000000	Western Broser overes in	PP0001804 Totals:	100000		44000000004	
PP0001874	WEARY, DARREN OKEEFE JR	02/05/2020 02/28/2020	492320 494752	R00056609	140802730-1 140802730-1	\$15.00 AB ✓ \$75.00 PY ✓
		PP0001874 Totals:	454752	100000000	140002/30-1	\$90.00
BB0004070	MONALLY BULL ELIZABETH		100775	D00050001	100700007.1	
PP0001879	MCNALLY, JULIA ELIZABETH	02/12/2020	492775	R00056321	160753507-1	\$35.00 PY <b>*</b> \$35.00
		PP0001879 Totals:				
PP0001915	FROMENT, SHARI DAWN	02/04/2020	492178	R00056137	140801824-1	\$20.00 PY 🗸
		PP0001915 Totals:				\$20.00
PP0001980	BERRY, LEIGHANN KATHRYN		493305	R00056452	160759911-1	\$30.00 PY 🗸
		PP0001980 Totals:				\$30.00
PP0002062	CROSSLEY, DAKOTA BRADLY		492557	R00056240	160755014-1	\$20.00 PY ✓
		PP0002062 Totals:				\$20.00
PP0002082	GILE, DESTINY CHEYANNE	02/14/2020	492970	R00056354	140803314-1	\$25.00 PY V
		PP0002082 Totals:				\$25.00
PP0002136	BREECE, TRACY LYNN	02/05/2020	492248	R00056178	160757644-1	\$20.00 PY ✓
		PP0002136 Totals:				\$20.00
PP0002237	BREITWEISER, ANGELIC MAR	IA 02/08/2020	492560	R00056242	160755024-1	\$40.00 PY 🗸
		PP0002237 Totals:				\$40.00
PP0002327	BECK, AUGUSTINE R	02/05/2020	492355		121165166-1	\$15,00 AB ✓
	A2-14-11-2-11-11-11	02/05/2020	492356		121165167-1	\$15.00 AB 🗸
		PP0002327 Totals:				\$30.00
PP0002408	SARTAIN, SHEENA KRISTIN	02/12/2020	492759	R00056316	190283868-1	\$20.00 PY -
W. 5.50000	A STATE OF THE STA	PP0002408 Totals:		The state of the s	100 to 20 to	\$20.00
PP0002446	UNDERWOOD, GEORGE EDW		492233	R00056164	160764655-1	\$10.00 PY V
		PP0002446 Totals:	3-7-10-6		4.21/21/2027	\$10.00
PP0002457	MARTIN, REBEKAH M	02/05/2020	492254	R00056184	160758456-1	\$35.00 PY ✓
, r occeror	MAKING INCESSION	PP0002457 Totals:	132204	, 100000 101	(201001001)	\$35.00
DD0002488	HARBOUR, SYLVESTER JR JR		492122	R00056104	160761459-1	\$10.00 PY 🗸
FF0002468	HARBOUR, STEVESTER JR JR	02/03/2020	432122	1300000 104	100701408-1	\$10.00 Pt •

PP0002488	HARBOUR, SYLVESTER JR J	PP0002488 Totals:	493131	R00056392	160761459-1	\$10.00 PY 🗸 🗸 \$20.00
PP0002513	JOHNSON, HALLIE LEIGH	02/20/2020 PP0002513 Totals:	493299	R00056446	140803025-1	\$120.00 PY 🗸 🗸 \$120.00
PP0002593	LONG, SAMUEL NASH	02/26/2020	494581	R00056552	160753012-1 160753013-1 160755283-1	\$371.00 PY ✓
		PP0002593 Totals:				\$371.00
PP0002614	CARDWELL, ELLEN LYNN	02/21/2020	493399	R00056485	160760342-1	\$25.00 PY / /
		PP0002614 Totals:	0.1.1.0-2.0			\$25.00
PP0002638	KOCOUREK-BOWMAN, KAYL	EE K 02/12/2020	492732	R00056295	160758884-1	\$30.00 PY -
		PP0002638 Totals:				\$30.00
PP0002674	ROBEY, JASON TYLER	02/18/2020	493149		160755804-1	\$363.00 AB 🗸
		02/18/2020	493149		160755804-1	\$15.00 AB 🗸
		02/18/2020	493150		160755805-1	\$15.00 AB
		02/18/2020	493151		160755806-1	\$15.00 AB ✓
		PP0002674 Totals:				\$408.00
PP0002693	GRADY, RONNIE S	02/12/2020	492733	R00056296	160752813-1	\$288.00 PY ✔
		DD0000000 T-4-1-			160752814-1	\$288.00
mpossono.	SECTIONS INVOCAL	PP0002693 Totals:	100000	Doontoino	1000011001	The second secon
PP0002700	BESHORE, JENICE M	02/05/2020	492260	R00056190	160764130-1	\$25.00 PY 🗸
	PEOUES INNUINA ALBERT	PP0002700 Totals:	100000	500000101	1000000011	75777
PP0002783	DECKER, WILLIAM ALBERT	02/05/2020	492262	R00056191	180000004-1	\$50.00 PY ✓ ✓ \$50.00
-		PP0002783 Totals:	100105			
PP0002808	SIMS, PATRICIA L	02/07/2020	492465	R00056223	160761565-1	\$20.00 PY 🗸 🗸
		PP0002808 Totals:				\$20.00
PP0002819	MURPHY, THURSTON RONAL RAYMOND		494611	R00056574	160764303-1	\$20.00 PY 🗸
	Alatin Calaba	PP0002819 Totals:				\$20.00
PP0002833	SAGER, HEATH B	02/03/2020	492143	R00056118	160755858-1	\$40.00 PY 🗸 🗸
		02/28/2020	494749	R00056606	160755858-1	\$40.00 PY ✓ ✓ \$80.00
2222222		PP0002833 Totals:	100001	200000100	100000007	0.4 7 7 7
PP0002846	LASH, TARA MARIE	02/19/2020	493231	R00056435	190282307-1	\$40.00 PY ✓ ✓ \$40.00
PPROGRAMA	OIRLEY TREVELICENE	PP0002846 Totals:	400400	DOODEOAAA	100700150 1	
PP0002890	SIBLEY, TREY EUGENE	02/04/2020	492182	R00056141	160760450-1 160766689-1	\$40.00 PY 🗸 🗸
		PP0002890 Totals:			100100005-1	\$40.00
PP0002902	PARROTT, BRIAN DALE	02/26/2020	494573	R00056544	160765759-1	\$75.00 PY 🗸
11.0002302	PAINOTT, BRIAN DALE	02/20/2020	404010	1,000,00044	160765760-1	\$15.00   1
		PP0002902 Totals:			1722.420.22.3	\$75.00
PP0002916	KINCAID, BRENNEN R	02/12/2020	492727		160757570-1	\$15.00 AB ✓
		02/12/2020	492727		160757570-1	\$145.00 AB
		PP0002916 Totals:				\$160.00
PP0002917	RIDDLE, JEREMY SCOTT	02/18/2020	493142	R00056395	160764386-1	\$50.00 PY / /
		PP0002917 Totals:	35,474,055	(100323400	ride Aches	\$50.00
PP0002937	JOHNSON, KRISTINA N	02/26/2020	494610	R00056573	160758553-1	\$100.00 PY 7
	200710014110010011	PP0002937 Totals:		Storester.		\$100.00
PP0002947	LARNED, BRIAN SCOTT	02/21/2020	493375	R00056466	160766682-1	\$50.00 PY Y
	2.4.1.2.2, 2.4.4.2.2,7	PP0002947 Totals:	30001,5	(100000100	7441 55452 1	\$50.00
PP0002959	HOLST, LISA A	02/20/2020	493338	R00056455	160762980-1	\$25.00 PY 🗸
1 1 0002000	TIOLOTT LIONIN	PP0002959 Totals:	100000	1100000100	100102000-1	\$25.00
PP0003007	CRAWFORD, LEIGHANNE MIC	The same of the sa	493226	R00056430	160763626-1	\$30.00 PY / Y
	e. a.iii. e. a. acresia anite mic	PP0003007 Totals:	100000		1.521 955665-1	\$30.00
						477777
PP0003014	ENGLAND JENNIEER LYNN	and the state of t	494614	R00056576	160766473-1	\$50.00 PV V
PP0003014	ENGLAND, JENNIFER LYNN	02/26/2020	494614	R00056576	160766473-1 160766474-1	\$50.00 PY 🗸

PP0003024	SEXTON, VINCENT E	02/23/2020 PP0003024 Totals:	494378	R00056497	160764548-1	\$20.00 PY ✓ \$20.00	
PP0003074	SHEELEY, APRIL D	02/26/2020	494645		160765257-1	\$60.00 AB ✓	-
11 0000074	STEELET, AT MED	02/26/2020	494646		160765257-1	\$30.00 AB 🗸	
		02/26/2020	494647		160765258-1	\$60.00 AB <	
	10	02/26/2020	494648		160765258-1	\$30.00 AB 🗸	
		PP0003074 Totals:	454646		100700200-1	\$180.00	
PP0003085	SMITH, DAUNCY LAVELLE JR	02/28/2020	494777	R00056626	160765304-1	\$20.00 PY Y	*
		PP0003085 Totals:				\$20.00	
PP0003097	SIEBERT, KENNEDI JEWEL	02/05/2020	492228	R00056160	160766701-1 160766702-1	\$250.00 PY ✓	Ŧ
		PP0003097 Totals:				\$250.00	
PP0003107	WALKER, ALEXIS ANN	02/01/2020	492045	R00056093	160767089-1	\$25.00 PY ✓	_
	A CONTRACTOR OF THE PARTY OF TH	02/05/2020	492234	R00056165	160767089-1	\$73.00 PY ✓	
		02/12/2020	492691	R00056286	160767089-1	\$50.00 PY -	
		02/26/2020	494526	R00056534	160767088-1	\$150.00 PY	
					160767089-1	2500778	
		PP0003107 Totals:				\$298.00	
PP0003113	DAVIS, HANS G.L.	02/16/2020	493012	R00056383	160765008-1	\$50.00 PY	
		02/24/2020	494455	R00056501	160765008-1 160766900-1	\$456.00 PY 🗸	
		PP0003113 Totals:			187073653.6	\$506.00	
PP0003137	UNDERWOOD, CHARLES RAY	MOND 02/05/2020	492232	R00056163	160766375-1	\$20.00 PY V	~
		PP0003137 Totals:				\$20.00	
PP0003145	ERTER, JEFFERY LEE 2ND	02/26/2020	494632	R00056585	160759842-1	\$210.00 PY -	1
		PP0003145 Totals:				\$210.00	
PP0003146	LEWIS, COREY WAYNE	02/21/2020	493403		160761488-1	\$20.00 AB ✔	1
		02/21/2020	493404		160761494-1	\$20.00 AB 🗸	1
		PP0003146 Totals:				\$40.00	
PP0003153	MARTINEZ, ADAM J	02/20/2020 PP0003153 Totals:	493302	R00056449	160767378-1	\$25.00 PY ✓ \$25.00	
PP0003154	SANCHEZ, SAREE MARISSA	02/18/2020	493126	R00056391	160767472-1	\$48.00 PY 🗸	-
110000104	CHITCHEL, CHITEL WHITECH	PP0003154 Totals:	400120	100000001	1001014721	\$48.00	
PP0003166	LONG, ABIGAIL ALEXIS	02/04/2020	492173	R00056133	160767365-1	\$20.00 PY 🗸	7
		PP0003166 Totals:			D 40 00 710 1	\$20.00	
PP0003171	JELLISON, ABIGAIL ANN	02/25/2020	494517	R00056526	160767946-1	\$20.00 PY ✓	1
00,7500000	describer of very factors and a	PP0003171 Totals:		Lang Commo.	20-11-10-10-1	\$20.00	
PP0003179	MUHAMMAD, TALISHA FARIDA		492999	R00056374	160768589-1	\$35.00 PY ✓	1
		PP0003179 Totals:				\$35.00	
PP0003187	CUNNINGHAM, GUNNAR R	02/11/2020	492683	R00056278	190282394-1	\$20,00 PY ✓	1
1,0000,01		PP0003187 Totals:	102040	1,334450.4	THE PERSON OF TH	\$20.00	
PP0003201	RYAN, SONNY RAY	02/24/2020	494485	R00056524	160767504-1	\$50.00 PY 🗸	7
1.1.0000201	terral contribution	PP0003201 Totals:	10,1100	1100000021	100,0,0011	\$50.00	
PP0003206	SYDNEY, NANCY LEIGH	02/05/2020	492218	R00056153	160767848-1	\$10.00 PY ✓	-
110000200	STONET, MANOT LEIGH	PP0003206 Totals:	102210	1100000100	100707040-1	\$10.00	
PP0003215	JOHNSON, LENISE L	02/26/2020	494609	R00056572	160756839-1	\$80.00 PY ✓	-
	22,0,221,022	PP0003215 Totals:	70/1262	111,500,30,2	132132225	\$80,00	
PP0003222	CLARK, KAY LAVERNE	02/07/2020	492556	R00056239	140795480-1	\$40.00 PY 🗸	7
	3-4,4,4,4,4,4,4,4,4,4,4,4,4,4,4,4,4,4,4,				140795481-1		
		PP0003222 Totals:				\$40.00	
PP0003241	ASHLOCK, HAROLD E	02/26/2020	494619	R00056579	160768067-1	\$20.00 PY 🗸	1
		PP0003241 Totals:				\$20.00	
PP0003242	COX, JOHNATHAN RYAN	02/12/2020	492744	R00056307	160765409-1	\$104.50 PY	
					190284004-1	6404 HO	
		PP0003242 Totals:				\$104.50	_
PP0003250	HICKS, CINDY LOUISE	02/04/2020 PP0003250 Totals:	492171	R00056131	160768364-1	\$20.00 PY ✓ \$20.00	*

PP0003283	FOULK, TRISTA ANITA	02/03/2020 PP0003283 Totals:	492146	R00056120	190282194-1	\$20.00 PY / / \$20.00
PP0003286	FULLER, JERRAT JAMES	02/27/2020 PP0003286 Totals:	494650	R00056590	190283738-1	\$20.00 PY * * \$20.00
PP0003291	BIONDO, TONI LYNNE	02/06/2020	492463	R00056221	190282474-1 190282475-1	\$198.00 PY ✓
		PP0003291 Totals:			199252 (1997)	\$198.00
PP0003300	GARY, KYLE DEWAYNE	02/07/2020 02/21/2020 PP0003300 Totals:	492538 493398	R00056233 R00056484	190282695-1 190282695-1	\$40.00 PY / \$50.00 PY / \$90.00
PP0003304	MALENA, KATHLEEN ERIN	02/18/2020 PP0003304 Totals:	493152	R00056400	160763763-1	\$25.00 PY 🗸 🗸 \$25.00
PP0003306	LING, KAYLA ERIN	02/25/2020 PP0003306 Totals:	494518	R00056527	190282706-1	\$50.00 PY 🗸 🗸 \$50.00
PP0003314	WEBB, BRETT D	02/10/2020 PP0003314 Totals:	492648	R00056268	190282559-1	\$40.00 PY 🗸 🗸 \$40.00
PP0003316	CLARK, PATRICK WILLIAM	02/24/2020 PP0003316 Totals:	494478	R00056520	160768553-1	\$25.00 PY ✔ \$25.00
PP0003319	GOODELL, LASZLO DALE SR		493132	R00056393	190282564-1	\$25.00 PY ✔ \$25.00
PP0003334	SCHASTEEN, GUY WAYLAN	02/21/2020 02/24/2020 PP0003334 Totals:	493394 494473	R00056482 R00056517	190283535-1 190283535-1	\$20.00 PY ✓ ✓ \$20.00 PY ✓ ✓ \$40.00
PP0003346	SHERWOOD, RANDY RUSSEL	L 02/25/2020	494519	R00056528	160768548-1 160768549-1	\$391,00 PY
		PP0003346 Totals:				\$391.00
	SIMPSON, KIMBERLEY ALANE	PP0003347 Totals:	492983	R00056364	190283315-1	\$100.00 PY 🗸 \$100.00
PP0003354	SHEPHERD, KEIRSTAN KAY	02/27/2020	494677	R00056597	160761668-1 160762661-1	\$60.00 PY 🗸 🗸
DDOOO3360	NELSON, PENION D	PP0003354 Totals: 02/04/2020	492172	R00056132	190282286-1	\$57.50 PY 🗸
FF0003300	NELSON, FENION D	PP0003360 Totals:	432112	N00030132	190202200-1	\$57.50
PP0003362	GARGUS, ANTHONY J	02/03/2020 02/10/2020 PP0003362 Totals:	492144 492601	R00056119 R00056266	190283209-1 190283209-1	\$25.00 PY ✓ ✓ \$25.00 PY ✓ ✓ \$50.00
PP0003364	CLUTTER, MARCUS GENE	02/28/2020 PP0003364 Totals:	494748	R00056605	190283680-1	\$30.00 PY 🗸 🗸
PP0003370	BEAL, CASSANDRA LEA	02/21/2020 PP0003370 Totals:	493347	R00056463	190283884-1	\$20.00 PY 🗸 🗸 \$20.00
PP0003381	WOLFE, DIANE LYNN	02/11/2020	492687	R00056282	190283436-1 190283889-1	\$20.00 PY 🗸
		PP0003381 Totals:				\$20.00
PP0003389	WILLIAMS, MISTY RACHELLE	02/05/2020 02/05/2020 02/05/2020 PP0003389 Totals:	492348 492349 492353	R00056210	160767568-1 160767570-1 160767568-1	\$15.00 AB * * \$15.00 AB * * \$30.00 PY * *
PP0003391	CARTER, TERESA ANN	02/20/2020 PP0003391 Totals:	493304	R00056451	190285087-1	\$50.00 PY 🗸 🗸
PP0003400	SEIBERT, JOSHUA	02/21/2020 02/21/2020 PP0003400 Totals:	493385 493386	R00056476	190282423-1 190282423-1	\$15.00 AB \$110.00 PY \$125.00
PP0003403	LOUTHAN, DANA MARIE	02/06/2020 02/21/2020 PP0003403 Totals:	492429 493376	R00056216 R00056467	160767834-1 160767834-1	\$40.00 PY ✓ ✓ \$20.00 PY ✓ ✓ \$60.00
PP0003410	SMITH, MASHAWN L.	02/19/2020 PP0003410 Totals:	493225	R00056429	190283567-1	\$20,00 PY \$20.00

PP0003416	FURRELL, CASSIE JEAN	02/12/2020 02/19/2020 PP0003416 Totals:	492831 493266	R00056340 R00056442	160762808-1 160762808-1	\$60.00 PY ✓ ✓ \$60.00 PY ✓ ✓ \$120.00
PP0003418	RODRIGUEZ, MICHAEL H.R.	02/21/2020 PP0003418 Totals:	493348	R00056464	190283424-1	\$25.00 PY ✔ ✔ \$25.00
PP0003421	HAAS, TERRY MICHAEL	02/03/2020 PP0003421 Totals:	492124	R00056106	160768263-1	\$25.00 PY 🗸 🗸 \$25.00
PP0003434	MCKEEHAN, ANGELA GAIL	02/21/2020 PP0003434 Totals:	493406	R00056487	190285530-1	\$100.00 PY <b>*</b> <b>\$100.00</b>
PP0003435	RODRIGUEZ, HARLEY'S	02/26/2020 PP0003435 Totals:	494586	R00056556	190283673-1	\$50.00 PY 🗸
PP0003448	HODGES, MELVIN	02/28/2020 PP0003448 Totals:	494693	R00056602	190283415-1	\$50.00 PY / / \$50.00
PP0003455	MAZOR, JULIE LYNN	02/05/2020 PP0003455 Totals:	492259	R00056189	160768098-1	\$50,00 PY <b>*</b> \$50.00
PP0003466	CUNNINGHAM, STEPHEN LEC	ON 02/26/2020 PP0003466 Totals:	494567	R00056539	190282225-1	\$84.50 PY ✔ \$84.50
PP0003467	KRUBALLY, MUSA X	02/05/2020 PP0003467 Totals:	492256	R00056186	190283537-1	\$100.00 PY 🗸 🗸 \$100.00
PP0003481	THURSTON, SHELBY RENEE	02/24/2020 PP0003481 Totals:	494496	R00056525	190284876-1	\$20.00 PY 🗸 🗸 \$20.00
PP0003482	SWINK, DENNIS L	02/05/2020 PP0003482 Totals:	492235	R00056166	190282419-1	\$30.00 PY 🗸 🗸 \$30.00
PP0003490	BENOIT, SARAH LILLIAN	02/26/2020 PP0003490 Totals:	494580	R00056551	190283403-1	\$103.00 PY <b>*</b> <b>\$103.00</b>
PP0003491	KNAPP, JAMES EARL	02/27/2020 PP0003491 Totals:	494658	R00056596	190283940-1	\$50.00 PY * \$50.00
PP0003493	FREEMAN, MAKAYLA ELAINE	02/21/2020 PP0003493 Totals:	493395	R00056483	190283606-1	\$20.00 PY 🗸 🗸 \$20.00
PP0003499	CARR, TIFFANY JEAN	02/10/2020 02/26/2020 PP0003499 Totals:	492600 494622	R00056265 R00056581	190283317-1 190283317-1	\$20.00 PY * * \$20.00 PY * * \$40.00
PP0003504	ROBERTSON, CAROL L	02/10/2020 PP0003504 Totals:	492602	R00056267	190284393-1	\$64.50 PY ✔ \$64.50
PP0003505	BELL, KENNETH E III	02/03/2020 PP0003505 Totals:	492125	R00056108	190283609-1	\$200.00 PY ✓ \$200.00
PP0003508	ESPIRICUETA, ANGEL	02/11/2020 PP0003508 Totals:	492677	R00056274	190285030-1	\$129.50 PY <b>*</b> \$129.50
PP0003515	JOPLIN, KRISTIE RENEE	02/27/2020 PP0003515 Totals:	494692	R00056601	190284292-1	\$80.00 PY ✔ \$80.00
PP0003519	BUTTRY, JOHNATHAN THOMA	02/01/2020 02/14/2020 02/28/2020	492046 492972 494751	R00056094 R00056356 R00056608	160760488-1 160760488-1 160761554-1 160760488-1	\$50.00 PY * * \$50.00 PY * * \$50.00 PY * *
PP0003521	ETHRIDGE, MELISSA	PP0003519 Totals: 02/03/2020	492118	R00056100	190282794-1	\$150.00 \$30.00 PY ✓
		PP0003521 Totals:				\$30.00
	HALVORSON, DAMIAN M	02/10/2020 PP0003523 Totals:	492566	R00056245	160760565-1	\$100.00 PY 🗸 🗸 \$100.00
PP0003525	ALLEN, LISA MARIE	02/21/2020 PP0003525 Totals:	493378	R00056469	190283453-1	\$50.00 PY ✓ ✓ \$50.00
PP0003530	WILLIAMS, DAMISHA LASHAW		492746	R00056309	190284492-1 190284493-1	\$205.00 PY ✓
		PP0003530 Totals:				\$205.00

PP0003533	STEVENSON, ROBERT EARL		492150	R00056124	160757954-1 190284614-1	\$100.00 PY ✓ ✓
PP0003535	HARRINGTON, JULIE LYNN	PP0003533 Totals: 02/03/2020 PP0003535 Totals:	492119	R00056101	190283967-1	\$25.00 PY ✓ ✓ \$25.00
PP0003537	FARMER, PATRICIA A	02/06/2020 PP0003537 Totals:	492444	R00056218	190283923-1	\$25.00 PY 🗸 🗸 \$25.00
PP0003539	RALSTON, AMANDA M	02/26/2020 PP0003539 Totals:	494563	R00056535	160762514-1	\$75.00 PY <b>₹</b> \$75.00
PP0003540	HIGHTOWER, STEPHON MAU	PP0003540 Totals:	494469	R00056515	160757520-1	\$118.00 PY <b>*</b> \$118.00
PP0003542	WALTERS, HUNTER THOMAS	02/29/2020 PP0003542 Totals:	494787	R00056632	190285498-1	\$92.00 PY <b>✓</b> \$92.00
PP0003543	LAW, ANTHONY WAYNE	02/05/2020 PP0003543 Totals:	492293	R00056203	190284381-1	\$50.00 PY 🗸 🗸 \$50.00
PP0003546	YARBROUGH, LEVI RIO HOND	02/05/2020 PP0003546 Totals:	492229	R00056161	190285437-1	\$40.00 PY 🗸
PP0003549	WILKINSON, SHEILA MARIE	02/03/2020 PP0003549 Totals:	492149	R00056123	190285038-1	\$25.00 PY 🗸
PP0003553	WEST, SHIRLEY ELLEN	02/03/2020 PP0003553 Totals:	492121	R00056103	190284118-1	\$20.00 PY 🗸 🗸 \$20.00
PP0003558	WALKINGSTICK, JAMES LEE	02/12/2020 PP0003558 Totals:	492768	R00056317	190285043-1	\$20.00 PY 🗸 🗸 \$20.00
PP0003564	FERRARI, TANNER B.S.	02/18/2020 PP0003564 Totals:	493148	R00056399	160763498-1	\$30.00 PY 🗸
PP0003566	HOLLON, DIAMOND L	02/20/2020 02/26/2020 PP0003566 Totals:	493303 494578	R00056450 R00056549	190282991-1 190282991-1	\$40.00 PY <b>*</b> \$40.00 PY <b>*</b> \$80.00
PP0003567	MARRS, JOLAINE VERDA	02/18/2020 PP0003567 Totals:	493133	R00056394	190285126-1	\$30.00 PY 🗸 🗸 \$30.00
PP0003571	THOMPSON, ASHLEY NICOLE	02/22/2020 PP0003571 Totals:	494375	R00056494	190285204-1	\$62.00 PY ✓ \$62.00
PP0003574	BURGE, CASEY JAY	02/04/2020 02/26/2020 PP0003574 Totals:	492169 494570	R00056129 R00056541	190282724-1 190282724-1	\$20.00 PY 🗸 🗸 \$20.00 PY 🗸 ⊀ \$40.00
PP0003577	KIHN, LINDA ANN	02/19/2020 PP0003577 Totals:	493195	R00056404	160767644-1	\$30.00 PY 🗸 🔏
PP0003578	DUREN, TAMI	02/06/2020 02/20/2020	492427 493336	R00056215 R00056454	190284056-1 190284056-1 190284057-1	\$50.00 PY / / \$50.00 PY / /
PP0003580	SMITH, ROBERT RAY	PP0003578 Totals: 02/21/2020	493407	R00056488	190285604-1	\$100.00 \$40.00 PY ✓ \$40.00
PP0003582	ISE, BRADLEY WAYNE	02/19/2020 PP0003582 Totals:	493232	R00056436	160767287-1	\$50.00 PY ✓ ✓ \$50.00
PP0003583	KING, CYNTHIA LYNN	02/04/2020 PP0003583 Totals:	492187	R00056145	190285157-1	\$155.00 PY ✔ \$155.00
PP0003585	LOCKHART, ZACHARY BRIAN	1 1112 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	494379	R00056498	190285944-1	\$150.00 PY ✓ \$150.00
PP0003588	SMITH-GRIFFIN, JENNIFER RA	ACHEL 02/17/2020 PP0003588 Totals:	493016	R00056386	190285948-1	\$50.00 PY
PP0003589	LANDRUM, NATOSHA LEIGH	02/26/2020	494574	R00056545	140798376-1 140798375-1	\$270.00 PY 🗸
		PP0003589 Totals:				\$270.00
PP0003592	CRABTREE, CHRISTOPHER A	PP0003592 Totals:	493002	R00056377	160767696-1	\$50.00 PY ✓ ✓ \$50.00

PP0003593	GOODELL, SHARI ANN	02/25/2020 PP0003593 Totals:	494524	R00056532	190285769-1	\$25.00 PY 🗸 🗸
PP0003595	YOKSH, CHRISTIAN S	02/05/2020 PP0003595 Totals:	492315	R00056206	190285912-1	\$90.00 PY ✓ ✓ \$90.00
PP0003596	MONARREZ, DOLORES	02/04/2020 PP0003596 Totals:	492188	R00056146	190286133-1	\$42.00 PY ✓ \$42.00
PP0003601	HALTIWANGER, AIRIEL S	02/10/2020 PP0003601 Totals:	492574	R00056252	190285661-1	\$50.00 PY ✓ ✓ \$50.00
PP0003604	HALE, ALYSSA YVONNE	02/12/2020 PP0003604 Totals:	492795	R00056329	190285363-1	\$40.00 PY ✓ \$40.00
PP0003606	MICHAEL, KRISTIN RENEE	02/19/2020 PP0003606 Totals:	493199	R00056407	190285305-1	\$45.00 PY ✓ \$45.00
PP0003607	MONDAINE, BRYANETTA T	02/28/2020 PP0003607 Totals:	494745	R00056604	160762508-1	\$20.00 PY 🗸 🗸 \$20.00
PP0003608	WILLIAMS, JOHN VINCENT	02/10/2020 PP0003608 Totals:	492572	R00056250	190285632-1	\$20.00 PY 🗸 🗸 \$20.00
PP0003610	TRAINER, SAMUEL JAMES	02/14/2020 PP0003610 Totals:	493001	R00056376	190285028-1	\$69.50 PY <b>✓</b> <b>\$69.50</b>
PP0003611	ARMOUR, BILLY MARSHALL J	PP0003611 Totals:	494653	R00056593	190284969-1	\$100.00 PY ✓ \$100.00
PP0003612	OZBUN, DONALD H	02/14/2020 PP0003612 Totals:	493000	R00056375	160763446-1	\$20.00 PY 🗸 🗸 \$20.00
PP0003616	ELLIOTT, ROBERT ALLEN	02/12/2020 PP0003616 Totals:	492738	R00056301	190285208-1	\$50.00 PY ✓ ✓ \$50.00
PP0003620	PACE, JESSICA PAULINE	02/06/2020 02/20/2020 PP0003620 Totals:	492464 493346	R00056222 R00056462	190285329-1 190285329-1	\$100.00 PY ✓ \$50.00 PY ✓ \$150.00
PP0003624	KERMER, RAYN NICOLE	02/21/2020 PP0003624 Totals:	493384	R00056475	190285696-1	\$40.00 PY 🗸
PP0003625	LANDIS, STACEY MARIE	02/08/2020	492561	R00056243	190285139-1 190285140-1	\$50.00 PY / /
		02/24/2020 PP0003625 Totals:	494454	R00056500	190285140-1	\$50.00 PY 🗸 💉 \$100.00
PP0003627	CAMTOS, CATHLEEN B.	02/04/2020 PP0003627 Totals:	492181	R00056140	190285557-1	\$50.00 PY 🗸 🗸 \$50.00
PP0003630	NICHOLS, JEFFREY ALAN	02/24/2020 PP0003630 Totals:	494477	R00056519	190285827-1	\$80.00 PY ✔ \$80.00
PP0003632	BECK, ANDY LYNN	02/15/2020 PP0003632 Totals:	493008	R00056382	160768442-1	\$100.00 PY <b>*</b> \$100.00
PP0003634	ECKART, JOHN ROBERT	02/27/2020 PP0003634 Totals:	494652	R00056592	190284932-1	\$20.00 PY 🗸 🗸 \$20.00
PP0003635	SMITH, ZACHARY PAUL	02/19/2020 PP0003635 Totals:	493200	R00056408	190283839-1	\$79.50 PY <b>✓</b> \$79.50
PP0003636	WORLEY, HALI N	02/04/2020 PP0003636 Totals:	492179	R00056138	190286160-1	\$20.00 PY 🗸 🗸 \$20.00
PP0003637	JUSTIN-NWOKORO, ANITA C	02/12/2020 PP0003637 Totals:	492776	R00056322	190284849-1	\$50.00 PY 7 7 \$50.00
PP0003638	TRUMBLE, CALEB JOSHUA	02/20/2020 PP0003638 Totals:	493335	R00056453	190285434-1	\$30.00 PY 🗸 🗸
PP0003639	WRIGHT-SMITH, FELICIA ANJ		493393 494778	R00056480 R00056627	190285226-1 190285226-1	\$20.00 PY ✓ ✓ \$20.00 PY ✓ ✓ \$40.00
PP0003640	RICHMOND, REBECCA LYNNE		494754	R00056611	140802766-1	\$20.00 PY ✓ ✓ \$20.00
PP0003641	GENNARELLI, LOUIS ANDREV		492968	R00056352	190286027-1	\$164.00 PY ✓ \$164.00

PP0003646	HUTCHISON, TANNA LOUISE	02/28/2020 PP0003646 Totals:	494783	R00056628	190283030-1	\$25.00 PY ✓ ✓ \$25.00
PP0003648	DONEGAN, DYLLAN DAVID LE	E 02/20/2020 PP0003648 Totals:	493343	R00056459	190285164-1	\$30.00 PY ✓ ✓ \$30.00
PP0003650	FRONIABARGER, PRINCESS ADORABLE	02/11/2020	492689	R00056284	160766400-1	\$25.00 PY 🗸
		PP0003650 Totals:				\$25.00
PP0003651	ZACHARY, SHAYA RACHEAL	02/17/2020 02/19/2020	493017 493204	R00056387 R00056411	140797505-1 140797505-1	\$25.00 PY 🗸 🗸 \$11.00 PY 🗸
		PP0003651 Totals:				\$36.00
PP0003655	LUBOM-HAMPTON, JAYMONT	EY L 02/05/2020 02/05/2020	492337 492338	R00056211	160757862-1 160757862-1	\$60.00 AB 🗸 🗸 \$20.00 PY 🗸 🗸
		PP0003655 Totals:				\$80.00
PP0003656	HAMILTON, TIFFANY D	02/13/2020 02/27/2020	492876 494691	R00056349 R00056600	190286301-1 190286301-1	\$40.00 PY ✓ \$40.00 PY ✓ \$80.00
DDOOOGCC	TOTAL DOWNSON OUDISTOR	PP0003656 Totals: HER 02/19/2020	402222	DOOGECARY	100005707.1	
PP0003658	TRENT, BRANDON CHRISTOP	PP0003658 Totals:	493233	R00056437	190285707-1	\$10.00 PY <b>*</b> <b>\$10.00</b>
PP0003660	LOPEZ-CARREON, HUGO ANT	ONIO 02/07/2020	492537	R00056232	190286270-1 190286271-1 190286272-1	\$200.00 PY 🗸 🗸
		PP0003660 Totals:				\$200.00
PP0003662	DEPASQUALE, DANNI MARIE	02/10/2020 PP0003662 Totals:	492573	R00056251	190283823-1	\$100.00 PY 🗸 🗸 \$100.00
PP0003664	BURLEY, BRAYLON LAMAR	02/12/2020 PP0003664 Totals:	492758	R00056315	190283056-1	\$20,00 PY 🗸 🗸 \$20.00
PP0003667	HOWELL, STACIA RA'SHAJ	02/26/2020	494571	R00056542	190286451-1 190286452-1	\$345.00 PY 🗸
		PP0003667 Totals:				\$345.00
PP0003668	RODICK, HAROLD L JR	02/21/2020 PP0003668 Totals:	493405	R00056486	160755564-1	\$100.00 PY 🗸 🗸 \$100.00
PP0003670	JACKSON, RANDELL BURL	02/26/2020 PP0003670 Totals:	494583	R00056554	190285995-1	\$20.00 PY 🗸 🗲 \$20.00
PP0003671	OWENS, BROOKE ALEXANDR	02/12/2020 02/24/2020 PP0003671 Totals:	492819 494472	R00056334 R00056516	190286620-1 190286620-1	\$100.00 PY \$125.00 PY \$225.00
PP0003675	MORLEY, MARY GENEVIEVE	02/13/2020 PP0003675 Totals:	492923	R00056351	190285546-1	\$129.50 PY ✓ \$129.50
PP0003677	ROBINSON, DOMINICK L	02/19/2020 02/28/2020	493224 494694	R00056428 R00056603	190286654-1 190286654-1	\$20.00 PY ✓ ✓ \$20.00 PY ✓ ✓ \$40.00
PP0003683	WALTER, ALECZANDER L	PP0003677 Totals: 02/24/2020 PP0003683 Totals:	494453	R00056499	190286489-1	\$80.00 PY <b>*</b> \$80.00
PP0003684	MOORE, PHILLIP GENE	02/14/2020 PP0003684 Totals:	493007	R00056381	160766096-1	\$20.00 PY 🗸 🗸 \$20.00

Report Totals	\$13,165.00



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Totals For Filed Date From 02/01/2020 To 02/29/2020

Posted Fee Totals For Posted Date From 02/01/2020 To 02/29/2020

141	
1	
9	
327	
3	
198	
679	
	1 9 327 3 198

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

Total Violations Completed-Paid Fines:	140
CL	140
Traffic	81
MOVING TRAFFIC	58
City Ordinance	1

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

City Ordinance	91		
FIRE CODE	1		
IPMC CODE	4	*****************	
MOVING TRAFFIC	81	***************************************	**************************************
Traffic	100	************	***************************************
UNIFIED DEVELOPMENT CODE	2		
CL		279	
DC-Dismissed by Complaintant			

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Totals For Filed Date From 02/01/2020 To 02/29/2020
Posted Fee Totals For Posted Date From 02/01/2020 To 02/29/2020

City Ordinance	2			
DC		2		
DI-CLOSED BY SIS		***		
MOVING TRAFFIC	3			
Traffic	1			
DI	#4####################################	4		
DJ-Dismissed by Judge				
City Ordinance	1	MANUAL AND		
DJ	***************************************	1		
DP-Dismissed by Prosecutor		*		
City Ordinance	18			
MOVING TRAFFIC	10			
Traffic	1			***************************************
DP		29		
DX-FOUND NOT GUILTY AT TR	IAL			
IPMC CODE	1			
MOVING TRAFFIC	29		***************************************	**********************
Traffic	4		***************************************	***************************************
DX	**************	34		
Total Violations Completed-Before Judge:		349		

Violations Completed-Other By Filed Date
D\$-DISMISSED SC PP RECALCULATED/PAID



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Totals For Filed Date From 02/01/2020 To 02/29/2020

Posted Fee Totals For Posted Date From 02/01/2020 To 02/29/2020

lations Completed-Other By Filed Date	- 2		
City Ordinance	2		
D\$		2	
DO-DISMISSED BY OFFICER			
City Ordinance	2		
IPMC CODE	1		
DO		3	
DS-DISMISSED STATE CHARGES			
City Ordinance	3		
MOVING TRAFFIC	3		
© DS		6	
VD-Voided Docket			
MOVING TRAFFIC	2		
VD		2	
Total Violations Completed-Paid Fines:		13	
Total Violations Completed-Paid Fines:	14	40	
Total Violations Completed-Before Judge:	34	19	
Total Violations Completed-Before Jury:		0	
'otal Violations Completed-Before Teen Court:		0	
Total Violations Completed-Other:		13	
Total Violations Completed:	50	02	
Total Violations Filed:	67	79	
Net Difference Filed - Completed:	17	77	



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Totals For Filed Date From 02/01/2020 To 02/29/2020
Posted Fee Totals For Posted Date From 02/01/2020 To 02/29/2020

	City Ordinance	169			
	FIRE CODE	1			
	IPMC CODE	3			
	MOVING TRAFFIC	105			
	Traffic	119			
	Total Warrants Issued:	397	Total Violations:	397	
Var	rants Cleared	0			
	City Ordinance	168			
	FIRE CODE	1			
	MOVING TRAFFIC	102			
N	Traffic	81			
9	Total Warrants Cleared:	352	Total Violations:	352	
	Total Warrants Issued:	397	*		
	Total Warrants Cleared:	352			
	Net Difference:	45			
Viol	ations Completed-Other Paid AJ-SUSPENDED IMPOSIT		EN 3		
Viol	AJ-SUSPENDED IMPOSIT		EN 3		
/iol	AJ-SUSPENDED IMPOSIT  MOVING TRAFFIC	TON OF SENT	3		
/iol	AJ-SUSPENDED IMPOSIT  MOVING TRAFFIC  AJ	TON OF SENT	3		
/iol	AJ-SUSPENDED IMPOSIT  MOVING TRAFFIC  AJ  CC-CONTEMPT OF COUL	TON OF SENT	3 3		
Viol	AJ-SUSPENDED IMPOSIT  MOVING TRAFFIC  AJ  CC-CONTEMPT OF COUL  MOVING TRAFFIC	TON OF SENT	3 3		



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Totals For Filed Date From 02/01/2020 To 02/29/2020

Posted Fee Totals For Posted Date From 02/01/2020 To 02/29/2020

MOVING TRAFFIC	4		
CD	***************************************	.5	
CN-Continued Arraignment			
City Ordinance	3		
MOVING TRAFFIC	1		
Traffic	3		
CN		7	
IA-Initial Arraignment			
MOVING TRAFFIC	2		
IA		2	
PP-Payment plan			
City Ordinance	43		
IPMC CODE	4		
MOVING TRAFFIC	46		
Traffic	21		
PP		114	
WI-Warrant Issued			
City Ordinance	33		
MOVING TRAFFIC	12		
Traffic	11		
WI		56	



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#### Posted Fee Totals For Posted Date From 02/01/2020 To 02/29/2020

Fee Code	Fee Description	Paid	
	BOND FORFEITURE	\$2,070.00	
CC (76)	COURT COSTS	\$3,831.87	
	COURT NOTIFCATION AUTOMATION	\$680.18	
the same of the sa	CRIME VICTIMS CITY	\$129.87	
CVS2 (CV)	CRIME VICTIMS STATE	\$2,452.89	
the second property of the Co. Co. Sec. 45.	DOMESTIC VIOLENCE	\$701.50	
DWI (77)		\$400.00	
FINE (76)		\$40,929.91	
the second secon	ILF-CITY	\$351.13	
IS (IS)	INMATE SECURITY FUND	\$698.08	
RST (RS)		\$70.00	
SBF (84)	SURETY BOND FORFEITURE	\$300.00	
SR (SR)	SHERIFF RETIREMENT	\$1,032.05	
TFC (78)	TRAINING FUND CITY	\$700.00	
TFS (81)	이 경기가 경우하는데 집에 어려워요? 얼마나 있었다. 시작 회원들이 그리고 있는데 그리고 있는데 그리고 있다.	\$344.02	
**********	***************************************	**************************************	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

Report Totals: \$54,691.50

#### 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 INCORMATION	Contact information sam	ne as last repor	t SC			
I. COURT INFORMATION	Municipality: Belto	n	Reporting Period: 2/2020			
Mailing Address: 7001 E. 16	3rd St. Belton 64012		Software Vendor: Tyler Technologies			
Physical Address: 7001 E. 16	3rd St. Belton 64012		County: CASS COUNTY Circuit: 17			Circuit: 17
Telephone Number: (816) 331-	2798		Fax N	umber: (816) 34	18-4439	
Prepared by: Laura Ellis	E-mail A	Address: be	ltoncou	rts@beltonmoco	the second second	iNotes 🗵
Municipal Judge(s) CHARLES (	C. CURRY Jud	ge is Attorne	еу 🔲	Prosecuting Att	orney: WILLIAN	N. MARSHALL
II. MONTHLY CASELOAD IN	IFORMATION			nol and Drug ated Traffic	Other Traffic	Non-Traffic Ordinance
A. cases (citations / information	ons) pending at start o	of month		122	3,744	1,634
B. cases (citations / information	ons) filed			2	524	153
C. cases (citations / information	ons) disposed					
1. jury trial (Springfield, Jefferson	County, and St. Louis	County only)				
2. court / bench trial - GUILTY			0		5	8
3. court / bench trial - NOT G	JILTY		0 33		33	1
4. plea of GUILTY in court			5 177		177	90
<ol><li>Violations Bureau Citations (i. bond forfeitures by court order</li></ol>	e., written plea of guilty er (as payment of fines /	) and ' costs)	0 137		137	3
6. dismissed by court				0 2		4
7. nolle prosequí				1 13		26
8. certified for jury trial (not he	ard in the Municipal [	Division)		0 0		0
9. TOTAL CASE DISPOSITION	ONS			6 367		132
<ul> <li>D. cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]</li> </ul>			118 3,9		3,901	1,655
E. Trial de Novo and / or appeal applications filed				0	0	0
III. WARRANT INFORMATION	N (Pre and Post Disp	oosition)	IV. P	ARKING TICKE	rs .	
1. # issued during reporting	period	397	3	# issued during p	eriod	0
2. # served/withdrawn during	reporting period	352		Court staff of	loes not proces	s parking tickets
3. # outstanding at end of re	porting period	4,020	Court staff does not process parking tickets			- pariary action

#### MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION Municipality: Belton Reporting Period: 2/2020

V. DISBURSEMENTS  Excess Revenue (minor traffic and municipal	ordinance		
violations, subject to the excess revenue per limitation)	Other Disbursements cont.		
Fines - Excess Revenue	\$26,134.72		
Clerk Fee - Excess Revenue	\$3,120.16		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$98.05		
Bond forfeitures (paid to city) - Excess Revenue	\$420.00		
Total Excess Revenue	\$29,772.93		
Other Revenue (non-minor traffic and ordinar not subject to the excess revenue percentage	ce violations,		
Fines - Other	\$15,475.37		
Clerk Fee - Other	\$1,062.84		
Judicial Education Fund (JEF)  Court does not retain funds for JEF	\$0.00		
Peace officer Standards and Training (POST) Commission surcharge	\$344.02		0 1
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$2,452.89		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$31.82		
Law Enforcement Training (LET) Fund surcharge	\$700.00		
Domestic Violence Shelter surcharge	\$701.50		
Inmate Prisoner Detainee Security Fund surcharge	\$698.08		
Sheriffs' Retirement Fund (SRF) surcharge	\$1,032.05		
Restitution	\$70.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$1,950.00		
Total Revenue Other	\$24,518.57		
Other Disbursements: Enter below additional su		Total Other Disbursements	\$400.00
and/or fees not listed above. Designate if subject revenue percentage limitation. Examples include, limited to, arrest costs, witness fees, and board bi	but are not	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$54,691.50
DWI RECOVERY COST	\$400.00	Bond Refunds	\$0.00
		Total Disbursements	\$54,691.50

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## **Municipal Division Summary Reporting**

### 17th Judicial Circuit - Cass County - Belton Municipal Division

79			Cass		
17th	- 10				
MDSR	3	Cass	Select Cour	aty	
17th	Belton Munic	cipal Divisic Select Municipa	l Division 79		
new	new	0	Select		
Add March Rep	oort +				
Show 10 Ver	ntries				
Search:					
	Reporting Peri	od Year	10	Reporting Period	Mont
2020		February		Resubmit	凶
2020		January		Resubmit	囚
2019	2019			Resubmit	因
2019		November		Resubmit	四
2019	2019			Resubmit	因
2019		September		Resubmit	囚
2019		August		Resubmit	囚
2019		July		Resubmit	区
2019	June			Resubmit	国
2019	2019 May			Resubmit	图
Showing 1 to 10	of 26 entries				

- Previous
- 1
- . 2
- 3
- Next

Are you the Principal/Chief Judge?

Yes	No
and the second second	and the second

# SECTION VII



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: April 21, 2020		<b>DIVISION:</b> Public Works/Transportation				
COUNCIL: X Re	egular Meeting	☐ Work Session	Special Session	on		
Ordinance	Resolution	Consent Item	Change Order	Motion		
Agreement	Discussion	FYI/Update	Presentation [	Both Readings		

#### ISSUE/RECOMMENDATION:

The replacement of 1,835 regulatory street signposts and 1,920 street ID signs within the City of Belton is needed to meet the current Manual on Uniform Traffic Control Devices (MUTCD). This is a large number of signposts and street ID signs to be installed and will take approximately nine (9) years with existing staff. This is year two (2) of nine (9), and we are asking to purchase 1/9 of the signposts and street ID signs needed for this year and will ask for approximately the same amount of funds for the next 8 years thereafter to complete the project. At today's pricing, the total cost for this 9-year program would be \$144,000.00.

These quotes were prepared by the Transportation Division using sign company vendors. Each of the three (3) sign companies are national vendors and are used by the majority of the cities within the Kansas City metro area. Quotes were received from J & A Traffic Products (\$15,862.50), Newman Signs, Inc. (\$15,975.11), and The Work Zone, Inc. (\$15,970.68). J & A Traffic Products was chosen because they had the lowest and most responsible bid of \$15,862.50. This purchase is included and approved in the FY2021 budget to ensure the City of Belton is compliant with the current MUTCD regarding the correct type of regulatory post and signs within the City of Belton.

#### IMPACT/ANALYSIS:

#### FINANCIAL IMPACT

Contractor:		J & A Traffic Products
Amount of Request/Contract:	\$	15,862.50
Amount Budgeted:	\$	16,000.00
Funding Source:		225-0000-495-7300 ST2104 (Regulatory Street Signs)
Additional Funds:	\$	n/a
Funding Source:		n/a
Encumbered:	\$	n/a
Funds Remaining:	\$	137.50

#### STAFF RECOMMENDATION, ACTION, AND DATE:

Approve as a Consent Agenda item the budgeted purchase of street signposts and street ID signs from J&A Traffic Products for a total purchase price of \$15,862.50.

#### LIST OF REFERENCE DOCUMENTS ATTACHED:

- Regulatory Street Signposts & Street ID Signs Quote Summary
- J&A Traffic Products Quote

#### Regulatory Street Signposts and Street ID Signs Quote Summary

J&A Traffic Products			
Items	Quantity	Unit Price	<b>Extended Price</b>
36" x 6" High Intensity Street ID Sign	900	9	8,100.00
Single Side Flat Blade			
Telespar Post 2" x 2" x 12' PSST 14 gauge	225	25.5	5,737.50
Telespar Post Anchor 3' x 2.25" x 12 gauge	225	9	2,025.00
Freight was included with pricing			
Total			15,862.50
Newman Signs Inc.			
Items	Quantity	Unit Price	<b>Extended Price</b>
36" x 6" High Intensity Street ID Sign	810	8.02	6,496.20
Single Side Flat Blade			
Telespar Post 2" x 2" x 12' PSST 14 gauge	205	30.16	6,182.80
Telespar Post Anchor 3' x 2.25" x 12 gauge	205	12.11	2,482.55
Freight			813.56
Total			15,975.11
The Work Zone, Inc.			
Items	Quantity	Unit Price	<b>Extended Price</b>
36" x 6" High Intensity Street ID Sign	592	15	8,880.00
Single Side Flat Blade			
Telespar Post 2" x 2" x 12' PSST 14 gauge	148	33.6	4,972.80
Telespar Post Anchor 3' x 2.25" x 12 gauge	148	14.31	2,117.88
Freight was included with pricing			
Total			15,970.68



From: Jeff Mindham Phone: 816-392-6725 Fax: 816-220-3197 605 SW. 40 Highway, # 119 Blue Springs, MO 64014 Jmindham@jatps.com

## QUOTE

To:_	Monte Johnson	Date: <u>3-3-2020</u>	
_	City of Belton	Fax:	

Quantity	Product Name/Description	Unit	Extended	
900	36" x 06" Sheeted High Intensity White, one side, 4- Hole Punch std. radius corners, .080 ga	\$9.00	\$8,100.00	
225	2" x 2" x 12" 14ga. Telespar Posts	\$25.50	\$5,737.50	
225	2.25" x 2.25" x 3' 12ga. Telespar Bases	\$9.00	\$2,025.00	
		TOTAL	\$15,862.50	
	*** Delivered Pricing to Belton , MO			
	Thank You			
	Jeff Mindham			

\*\*\* QUOTE VALID FOR 60 DAYS FROM DATE OF QUOTE \*\*\*

# SECTION VII

#### R2020-15

A RESOLUTION REAPPOINTING JOHN SAPP AND JAMES PERSON AND APPOINTING MARSHA VEST TO SERVE ON THE PUBLIC SAFETY SALES TAX OVERSIGHT COMMITTEE.

WHEREAS, on August 28, 2018, the City Council approved Resolution 2018-44 creating a nine member Public Safety Sales Tax Oversight Committee, defining the purpose and duties of the Committee and providing for its organization and plan of operation; and

WHEREAS, the terms of appointment of all Public Safety Salex Tax Oversight Committee members are for three years, with persons first appointed serving staggered terms; and

WHEREAS, John Sapp's term expires April 1, 2020; he is hereby reappointed to serve as a member of the Public Safety Sales Tax Oversight Committee until April 1, 2023; and

WHEREAS, James Person's term expires April 1, 2020; he is hereby reappointed to serve as a member of the Public Safety Sales Tax Oversight Committee until April 1, 2023; and

WHEREAS, Sandra Brown's term expires April 1, 2020; and

WHEREAS, Marsha Vest is hereby appointed to serve as a member of the Public Safety Sales Tax Oversight Committee until April 1, 2023.

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

**Section 1**. That the following named individuals constitute the Public Safety Sales Tax Oversight Committee, being appointed for three year terms, or until their successor(s) is duly appointed:

TERM
April 1, 2021
April 1, 2021
April 1, 2021
April 1, 2022
April 1, 2023
April 1, 2023
April 1, 2023

	This resolution shall take effect and be in full force from and after its passage approval.	and
	That all resolutions or parts of resolutions in conflict with this resolution are he repealed.	ereby
Duly read as	and passed this day of, 2020.	
	Mayor Jeff Davis	-
ATTEST:		
	nningham, City Clerk of Belton, Missouri	
CITY OF B	MISSOURI) BELTON ) SS OF CASS )	
of the City of regular meet	Cunningham, City Clerk, do hereby certify that I have been duly appointed City C of Belton, Missouri, and that the foregoing Resolution was regularly introduced thing of the City Council held on the day of, 2020, and adopted at a reg the City Council held the day of, 2020 by the following vote, to-wit:	at a
AYES: NOES: ABSENT:	COUNCILMEN: COUNCILMEN:	
	Andrea Cunningham, City Clerk of the City of Belton, Missouri	-



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

Date March 12, 2020	
*Board/Commission of interest Public Safety Sa	les Tax Oversight
AA NA Wash	Phone# \$16-536-7369
	o you reside within the city its of Belton? (circle one)  Yes No
*E-mail_phbpeb@yahoo: Conu	
Length of residence in Belton Typass	
Why are you interested in serving on this Board or Commission	in? I served on
a number of committees when I w	vas a teacher.
I retired after 54 years and have	the time to be
more involved in my community.	
List other service on local boards or commission:	
I have not served on any local b	bards or
Committees.	
Other qualifications you have that may be helpful in serving or	this particular board:
I've served on the Vestry at an	Episcopal Church
in Lee's Suponit: Twos on a "Bou	udary Committee"
for 18R-7 and currently do pur u	reports hulletin at
St; Mary Magdalene Signature: Martha	MAGAST
MUTBLE Beltoli. *Required information	1 a years

# SECTION VII F

#### R2020-16

A RESOLUTION APPROVING A SUBSCRIPTION AGREEMENT WITH ACID REMAP TO PROVIDE ACCESS TO MOBILE APPLICATION SOFTWARE ACCESS FOR THE FIRE DEPARTMENT.

WHEREAS, maintaining current and accurate EMS protocols in a hard-printed format is difficult and time consuming; and

WHEREAS, current accurate protocols provide optimum care to patients; and

WHEREAS, Dr. Stamper, the current Fire Department medical director, has requested an improved electronic means of protocol access and maintenance; and

WHEREAS, the Fire Department has located a suitable and affordable means to accomplish this task.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI.

- Section 1. The City Council hereby approves of the execution of the Subscription Agreement herein attached and incorporated as **Exhibit A** to this resolution.
- **Section 2.** That the City Manager is hereby authorized to sign the Agreement on behalf of the City of Belton, Missouri.
- **Section 3.** That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.
- Section 4. 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 21st day of April, 2020.

Mayor Jeff	Davis
ATTEST:	
	nningham, City Clerk of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 21<sup>st</sup> day of April, 2020, and adopted at a regular meeting of the City Council held the 21<sup>st</sup> day of April, 2020 by the following vote, to wit:

AYES: COUNCILMEN: NOES: COUNCILMEN: COUNCILMEN:

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

#### SUBSCRIPTION AGREEMENT

This is a SUBSCRIPTION AGREEMENT ("Agreement"), effective as of the last date accompanying the signatures of the parties, between Acid Remap LLC ("Acid Remap"), with offices located at 560A Missouri Street, San Francisco, CA 94107, and Belton Fire Department ("Client"), with offices located at 16300 N. Mullen Rd., Belton, MO 64012. Acid Remap and Client may each be referred to as a "party" and together be referred to as the "parties."

#### RECITALS

WHEREAS, Acid Remap offers a mobile application service that provides certain EMS protocols and other Client Data under the name Paramedic Protocol Provider; and

WHEREAS, Client desires to license Paramedic Protocol Provider for use subject to the "Terms of Service" set forth on www.acidremap.com, as may be amended from time to time.

NOW THEREFORE, the parties hereby agree as follows:

#### 1. DEFINED TERMS.

- 1.1 "Application" is a mobile software platform through which Client may digitally distribute Client Data, including, without limitation,
  EMS protocols and policies to certain end-users.
  The term "Application" shall be deemed to include any (i) upgrades or updates of the Application made after the effective date of this Agreement and (ii) Custom Applications provided to
  Client.
- 1.2 "Client Data" is any Client data or content, including, without limitation, any EMS protocols and policies, shared with Acid Remap through use of the Application.
- 1.3 "Custom Application" is an Application specifically branded for Client and containing Client's Client Data exclusively.
- 1.4 "User" refers to each employee, consultant, client or other agent of Client, which Client authorizes to access the Application on Client's behalf or on behalf of an agency for which Client provides services, including, without limitation, EMTs, paramedics or other medical practitioners operating under Client's medical license.
- 1.5 "EMS" refers to Emergency Medical Services.
- 2. INTELLECTUAL PROPERTY.
- 2.1 License.

- (a) Subject to the terms and conditions of this Agreement, including, but not limited to, Client's obligation to pay fees when due, Acid Remap hereby grants to Client and Users a non-exclusive license to access and use, subject to the Terms of Service in effect at the time of use and the "Schedules" attached as exhibits hereto, the Application, including any Custom Applications specified in the Schedules attached hereto, during the Term of this Agreement solely for its internal business operations
- (b) Client grants to Acid Remap a nonexclusive, royalty-free license during the Term to access and use the Client Data for the purposes of distributing such Client Data as part of the Application, which such license expressly, and without limitation, includes the right of Acid Remap to modify such Client Data as is commercially reasonable to fulfill Acid Remap's obligations under this Agreement; provided, that such modifications do not change the substantive content of such Client Data.
- (c) Client is solely responsible for providing all telecommunications, computer and other equipment necessary for accessing the Application.
- (d) Acid Remap retains the right, in its sole discretion and without prior notice or liability, to restrict or terminate access to the Application by Client and/or particular Users, and to otherwise remove any Client Data from the Application if

Page 1 of 9

Client and/or any of its use of the Application violates any applicable federal, state, local or international laws or regulations, or the rights of any third party.

#### 2.2 Ownership.

- Acid Remap retains all rights to the Ap-(a) plication not expressly granted to Client in this Agreement. Without limiting the generality of the foregoing: (i) except as specifically set forth in this Agreement and as with regards to Client Data, which is the sole and exclusive property of Client, Acid Remap has all rights, title and interest in and to the Application, all components thereof, all content which Acid Remap makes available to Client for downloading and all intellectual and industrial property rights embodied therein or pertaining thereto, including, without limitation, copyrights, patent rights, trademarks and trade names, and trade secrets. (ii) any configuration or deployment of the Application shall not affect or diminish Acid Remap's rights, title, and interest in and to the Application, and (iii) Client shall not limit Acid Remap in any way from developing, using, licensing, distributing, modifying, or otherwise freely exploiting the Application, any other materials provided by Acid Remap, or any modifications, enhancements, improvements or derivative works thereof, or from permitting third parties from so doing; provided, that, except as expressly set forth herein, Acid Remap shall not use any Client Data for any purpose other than providing the Application to Client and Users.
- (b) The Application is licensed, not sold, to Client, and solely for the purposes set forth in this Agreement. To the extent Client or its Users creates any derivative works or improvements to the Application, Client, on behalf of itself and its Users, hereby assigns all right, title and interest to such derivative works or improvements, including, without limitation, all intellectual property rights, to Acid Remap.

#### 2.3 Restrictions on Use.

- (a) Except as otherwise specifically permitted under this Agreement, and with the exception of any Client Data, Client shall not, and Client shall not permit any third party to (i) copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, deliver or otherwise transfer the Application to any third party in whole or in part; provided, that Client may copy Acid Remap's documentation as needed for use by its Users, (ii) derive or attempt to derive the source code of any portion of the Application by any means, (iii) reverse engineer, decompile, disassemble, or translate the Application or any part thereof, (iv) transfer any of the Application components to any other person, entity, computer, computer network, or other device, or (v) upload, post, mail, publish, transmit or distribute in any way the Application, any component of the Application or derivative works based thereon.
- (b) Client may not sublicense or use the Application for commercial time-sharing, rental, outsourcing, or service bureau use, or to train persons other than Users, unless previously agreed to in writing by Acid Remap.
- 2.4 Limited Trademark License. No license, right or interest in the trademarks, trade names or service mark of either party or its licensors ("Marks") is granted hereunder, except for the limited purpose of marketing and publicity to the extent permitted by Section 10.4 and except as otherwise necessary to fulfill the terms of this Agreement. Each party expressly retains the right to monitor the uses, if any, to which its (or its licensors') Marks are put, and each party shall comply with instructions which the other party may give from time to time regarding the other party's (or its licensors') Marks.

#### 2.5 Limited Access to Client Data.

(a) If, in the course of Acid Remap performing its obligations hereunder, it is necessary for Acid Remap to access Client Data to an extent not otherwise provided herein, Client hereby grants

Acid Remap a royalty-free right to access Client Data for the purposes of fulfilling Acid Remap's obligations under this Agreement.

- Client shall not transmit any "protected health information" ("PHI", as defined in 45 C.F.R. 160.103) or "individually identifiable health information" (as defined in 42 U.S.C. 1320d) without the written consent of Acid Remap. In the event such consent is given, Acid Remap shall comply with the Health Insurance Portability and Accountability Act of 1996, as codified as 42 U.S.C. 1329D ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any current and future regulations promulgated under HIPAA or HITECH, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations") and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements," to the extent applicable. Acid Remap shall further comply with all relevant state and local laws governing the privacy and security of patient health or personal information, to the extent applicable.
- (c) To the extent applicable, Acid Remap shall not use or further disclose any PHI or Individually Identifiable Health Information, other than as permitted by HIPAA requirements and the terms of this Agreement.

#### 3. COMPENSATION.

- 3.1 Fees. Client will pay Acid Remap the Fees as defined in the Schedules.
- 3.2 Professional Services. In connection with Client's use of the Application, Acid Remap may provide Client with services related to the Application, as Client may request from time to time and the parties mutually agree. Acid Remap shall bill all such services to Client on a time and materials basis at Acid Remap's then-current rates. Client shall in all cases be responsible for

Acid Remap's reasonable out-of-pocket expenses, including, without limitation, travel and lodging.

- Remap pursuant to the billing options indicated in the Schedules. In the event of overdue payment, Acid Remap reserves the right to discontinue access to the Application or suspend any services until Client remits the outstanding balance due. If payments remain past due for more than twenty (20) days after receipt of notice of non-payment by Client, Acid Remap may terminate this Agreement for cause as set forth in Section 8,2. Acid Remap will bear no liability or responsibility in the exercise of the rights set forth in this Section 3.3 for non-payment. Client shall pay Acid Remap's costs of collection (including, without limitation, reasonable attorney's fees).
- 3.4 Taxes. All charges hereunder exclude, and Client will be solely responsible for and shall pay or reimburse Acid Remap for, all sales, use, excise and other taxes, which may be levied in connection with this Agreement, except for taxes based on Acid Remap's net income and payroll.
- 3.5 Currency. All payments by Client are to be in US Dollars unless otherwise specified in the Schedules.
- 3.6 Developer Account Fees. Client may be required to open a developer account in one or more of the third party application stores through which Client distributes the Application (e.g., an Apple developer account or Android developer account). Client shall be responsible for any fees related to such an account. Enforcement of any such fee obligation is at the discretion of the third party application store owners.

#### 4. CLIENT DATA AND MAINTE-NANCE.

4.1 Data Storage. Client owns all rights and interests to the Client Data stored in the Application. Upon termination of this Agreement, Acid Remap shall use commercially reasonable efforts to transfer Client's Data in electronic form to Client or a third party designated in writing by Client. This Agreement sets forth the rights of the

parties and is not intended to cause by application of statutory law or otherwise Acid Remap to be deemed a carrier, bailee, or warehouseman of Client Data, information, or other property.

Privacy of Registration Data. In order to become an authorized subscriber, Client and its Users may be asked to provide certain personal data ("Registration Data"). All Registration Data Client and Users provide to Acid Remap will be, to the best of the knowledge of Client and Users, current, accurate and complete at the time of the inquiry. Acid Remap will not disclose Registration Data except (i) as required by law or pursuant to a court order, (ii) as necessary to protect the personal safety of other Acid Remap subscribers or the public, (iii) as necessary to protect or defend the rights or property of Acid Remap, or (iv) for contacting Users of the Application. Client shall take all commercially reasonable efforts to ensure that Client's account(s) and password(s) are not disclosed to or used by any unauthorized party, and will promptly notify Acid Remap upon learning of any such unauthorized use.

# 5. WARRANTIES AND DISCLAIMER OF WARRANTY.

- 5.1 Acid Remap represents, warrants and covenants:
- (a) That the Applications and any Custom Applications performs and will substantially perform in accordance with the applicable specification.
- (b) That it has obtained and will continue in effect all rights and title, including any third party licenses, required for it to perform its obligations under this Agreement, including with respect to any upgrades or other changes to the Application or any Custom application, provided, that this warranty shall not extend to any specification or Client Data.
- (c) That it uses and will use industry standard methods to ensure against the unauthorized access to, disclosure or use of, any Client Data, including implementation of industry standard information security methods.

- (d) That the Application and any Custom Application are and will be served from locations within the US and that no Client Data will be processed by, or stored by, Acid Remap outside of the United States without the express written consent of Client. Acid Remap makes no warranties with respect to data storage, processing or serving by third parties, including, without limitation the Apple App Store, Google Play and Amazon Appstore.
- 5.2 Each party represents and warrants:
- (a) That it has the authority to enter into this Agreement and that doing so will not result in a breach of any prior agreement.
- (b) That it will perform its obligations under this Agreement in accordance with applicable law, including all applicable privacy and data protection laws.
- 5.3 THE APPLICATION, ACCESS THERETO, AND ANY SERVICES PRO-VIDED HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS, AND ACID REMAP AND ITS AFFILIATES AND AGENTS: (I) DO NOT MAKE, AND HEREBY EXPRESSLY DISCLAIM, ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (II) DO NOT WARRANT THAT ACCESS TO THE APPLICATION WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY IN-FORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE THROUGH THE APPLICATION IS FREE OF VIRUS-ES, CANCELBOTS, WORMS, LOGIC BOMBS, TROJAN HORSES, OR OTHER HARMFUL CONTENTS OR COMPO-NENTS; AND (III) SHALL IN NO EVENT BE LIABLE TO CLIENT OR ANYONE ELSE FOR ANY INACCURACY, ERROR

OR OMISSION IN. OR LOSS, INJURY OR DAMAGE (INCLUDING, WITHOUT LIM-ITATION, LOSS OF DATA) CAUSED IN WHOLE OR IN PART BY, OR FAILURES, DELAYS OR INTERRUPTIONS OF THE APPLICATION, NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ACID REMAP OR AN APPROVED REP-RESENTATIVE SHALL CREATE A WAR-RANTY UNLESS IT IS IN WRITING AND SIGNED BY AN AUTHORIZED REPRE-SENTATIVE OF ACID REMAP. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CER-TAIN WARRANTIES. IN SUCH JURIS-DICTIONS, ACID REMAP'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Client Acknowledgement. Client represents and warrants that it fully understands that (i) the Application is a mobile application intended to deliver Client Data to Users, (ii) the Application is dependent upon a number of factors outside the control of Acid Remap, including, without limitation, the operation of third party provided hardware and network services, (iii) the Application is not intended to be the sole source of providing EMS protocols and other Client Data, and is not a substitute for any of Client's current systems or methods of providing medical treatment and/or medicine, (iv) there may be occasional communication failures or delays in the display of Client Data, and (v) the Application is not expected to perform at the same level of performance and/or reliability one might expect from medical devices used in the delivery of critical medical care in clinical environments.

#### 6. LIMITATION OF LIABILITY.

EXCEPT FOR BREACHES OF SECTION 9
OR THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, IN NO
EVENT SHALL CLIENT, USERS ACID
REMAP OR ACID REMAP'S SUPPLIERS
BE LIABLE FOR ANY INDIRECT, INCI-

DENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITH-OUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, DATA OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; provided, that in the event Client gives access to the Application to non-authorized persons, Acid Remap shall be entitled to recover the full amount of any license fees that would relate to such persons if they were Users.

Limitation of Direct Damages. Except 6.2 for its obligations to indemnify Client under Section 7, or for any breach of its nondisclosure obligations under Section 9, the aggregate and cumulative liability of Acid Remap and its suppliers for damages hereunder shall in no event exceed the amount of fees paid by Client for the previous twelve (12) months under this Agreement. Except for Client's obligations to indemnify Acid Remap under Section 7, or any breach of its obligations to comply with the License grant under Section 2.1(a), the Restrictions on Use under Section 2.3, its payment obligations, and its nondisclosure obligations under Section 9, Client's aggregate and cumulative liability for damages hereunder shall in no event exceed the amount of fees paid by Client under this Agreement,

#### 7. INDEMNIFICATION.

7.1 General Indemnity. Client shall defend, indemnify and hold harmless Acid Remap and its employees, officers, directors and agents (the "Acid Remap Indemnitees") against all losses, judgments, costs, fees (including reasonable attorney's fees in the event that Client fails to meet its obligations hereunder), damages, or other expenses of any kind for bodily injury, death, or damage to real or tangible personal property, proximately caused by Client or any Users in the course of performing this Agreement or using the Application, including, without limitation, those caused by any modifications to the Application

requested by Client; provided, that (i) Client receives prompt written notice of the claim from the Acid Remap Indemnitees under this Section 7.1, (ii) Client has the right to control the defense of such claim and any related settlement negotiations, and (iii) the Acid Remap Indemnitees provide to Client, at Client's request and expense, with the reasonable assistance, information and authority necessary to perform Client's obligations under this Section 7.1. Notwithstanding the foregoing, Client shall not enter into any settlement that requires an admission of wrongdoing or payment by an Acid Remap Indemnitee without the consent of that Acid Remap Indemnitee. In the event that Client declines to perform its obligations under this Section 7.1, Acid Remap may perform those obligations at Client's expense.

#### 7.2 Intellectual Property Indemnity.

Acid Remap shall defend, indemnify and hold harmless Client, its officers, directors, employees and Users (the "Client Indemnitees") against any and all third party claims or allegations, including any losses, judgments, costs, fees (including reasonable attorney's fees in the event that Acid Remap fails to meet its obligations hereunder), damages, or other expenses of any kind related to such claims or allegations, (collectively, "IP Claims") that the Application infringes or misappropriates any patent, copyright, or trademark, trade secret or any other intellectual property right of any kind; provided, that (i) Acid Remap receives prompt written notice of the IP Claim from the Client Indemnitees under this Section 7.2, (ii) Acid Remap has the right to control the defense of such claim and any related settlement negotiations, and (iii) the Client Indemnitees provide to Acid Remap, at Acid Remap's request and expense, with the reasonable assistance, information and authority necessary to perform Acid Remap's obligations under this Section 7.2. In the event that Acid Remap declines to perform its obligations under this Section 7.2, Client may perform those obligations at Acid Remap's expense.

- (b) Acid Remap shall have no obligation under this Section 7.2 to the extent that an IP Claim arises from (i) the use of a superseded or altered release of the Application if the infringement would have been avoided by the use of a current unaltered release of the Application and Client was notified to cease use of the superseded release as a result of a claim of infringement, (ii) the modification of the Application by or on behalf of Client, except where such modification was approved in writing by Acid Remap; provided, that the infringement would not have resulted but for the modification, (iii) the use of the Application other than in accordance with the documentation, the Terms of Service and this Agreement, or (iv) the use of any materials or information provided to Acid Remap by Client, including, without limitation, Client Data, where the infringement would not have occurred but for such use, for which Client shall be solely responsible.
- (c) If the Application is held to infringe or is believed by Acid Remap to infringe, Acid Remap shall have the option, at its expense, to (i) replace or modify the Application to be non-infringing, or (ii) obtain for Client a license to continue using the Application. If it is not commercially reasonable to perform either of the foregoing options, then Acid Remap may terminate the Application license and refund the remainder of any license fees paid for the Application, and fees for any Services that directly relate to such Application, pro-rated to reflect the period of time in which Client had full and unrestricted access to the Application. This Section 7.2 states Acid Remap's entire liability and Client's exclusive remedy for any claim of infringement.
- (d) Client shall defend, indemnify and hold harmless the Acid Remap Indemnitees against any losses, judgments, costs, fees (including reasonable attorney's fees in the event that Client fails to meet its obligations hereunder), damages, or other expenses of any kind arising from third party claims that Acid Remap's use of Client Data or any modifications to the Application requested by Client infringes any patent, copyright,

or trademark or is a misappropriation of any trade secrets or any other form of intellectual property Agreement; provided, that (i) Client receives prompt written notice of the claim from the Acid Remap Indemnitees under this Section 7.2(d), (ii) Client has the right to control the defense of such claim and any related settlement negotiations, and (iii) the Acid Remap Indemnitees provide to Client, at Client's request and expense, with the reasonable assistance, information and authority necessary to perform Client's obligations under this Section 7.2(d). Notwithstanding the foregoing, Client shall not enter into any settlement that requires an admission of wrongdoing or payment by an Acid Remap Indemnitee without the consent of that Acid Remap Indemnitee. In the event that Client declines to perform its obligations under this Section 7.2(d), Acid Remap may perform those obligations at Client's expense. This Section 7.2(d) states Client's entire liability and Acid Remap's exclusive remedy for any claim of infringement or misappropriation.

#### 8. TERM AND TERMINATION.

- 8.1 Term. This Agreement shall commence and remain in effect for the term set forth in any Schedule attached as an exhibit to this Agreement, or until terminated in accordance with Section 8.2; provided, that the term shall automatically renew upon continued payment by Client of any fees invoiced by Acid Remap on a payment period-by-payment period basis unless Acid Remap delivers to Client notice of termination at least thirty (30) days prior to the end of the then current term.
- 8.2 Termination. Except as otherwise set forth in this Agreement, either party may terminate this Agreement if: (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice, except in the case of failure to pay fees, which must be cured within twenty (20) days after receipt of written notice from Acid Remap or (ii) the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or other proceeding

relating to insolvency, receivership, liquidation, or composition for the benefit of creditors.

#### 8.3 Effect of Termination.

- (a) Upon termination of this Agreement,
  (i) Client and its Users will immediately cease access to the Application and (ii) Client shall pay all charges that accrued prior to such termination.
- (b) In the event of a termination by Acid Remap pursuant to Section 2.1(d) or Section 8.2, all charges payable by Client for the remaining term of this Agreement shall accelerate and shall also be due and payable by Client at the time of the termination.
- (c) The following provisions shall survive the termination of this Agreement for any reason: Sections 1, 2.1, 2.2, 2.3, 3, 4, 5.3, 5.4, 6, 7, 8.3, 9 and 10.

#### 9. CONFIDENTIAL INFORMATION.

9.1 Confidential Information. In the performance of this agreement, each party may disclose certain of its Confidential Information to the other party. Each party receiving such information (the "receiving party") shall hold the Confidential Information of the other party ("disclosing party") in strict confidence and not disclose that Confidential Information to third parties nor use for any purpose not authorized herein, nor permit access to Confidential Information, except to those of its employees or authorized representatives having a need to know and who are bound by confidentiality obligations at least as restrictive as those contained herein. A party's "Confidential Information" includes the business plans and strategies, financial information, the terms of this Agreement, software programs and source code documents, proprietary processes. Client Data and any other information which is (i) disclosed to the other party in a writing marked confidential or (ii) a person should reasonably know is confidential. Upon learning of any unauthorized use or disclosure of a disclosing party's Confidential Information, the other party shall immediately notify the disclosing party.

- 9.2 Exceptions. The restrictions of Section 9.1 shall not apply to (i) information that becomes, through no act or fault of the receiving party, publicly known or generally known in the relevant industry, (ii) information received from a third party not obligated under a confidentiality agreement with the disclosing party. (iii) information independently developed by the receiving party without reference to the Confidential Information, (iv) information required to be disclosed by law or court or governmental agency order; provided, that, to the extent permitted by law, the receiving party gives prompt notice of such requirement to the other party, or (v) disclosures to a professional advisor of the disclosing party under a duty of confidentiality.
- 9.3 Ownership and Return of Confidential Information. All Confidential Information shall remain the property of the disclosing party. Except as required by law, upon written request of the disclosing party, the receiving party shall promptly return to the disclosing party all documents and other tangible materials representing the disclosing party's Confidential Information, together with all copies thereof (at disclosing party's expense).

#### 10. MISCELLANEOUS.

- 10.1 Relationship. The relationship between the parties is that of vendor and purchaser. Neither party, nor any employee of a party, is an independent contractor or employee of the other. Each party shall be responsible for determining the method, location and other details of its performance under this Agreement, for hiring, paying (including providing benefits) and managing any and all of its employees, and for providing any and all equipment or other materials necessary for its performance under this Agreement.
- 10.2 Applicable Law and Forum. This Agreement shall be governed by the laws of the State of California as applied to agreements made, entered into and performed entirely in California by California residents. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application

- to this Agreement. All claims under, or otherwise with respect to, this Agreement shall be brought and maintained in the state and federal courts located in San Francisco, California USA, and the parties hereby expressly consent (and waive any right to otherwise object) to the exclusive venue and jurisdiction of such courts.
- 10.3 Force Majeure. Except for Client's obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, without limitation, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the internet; provided, that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- Publicity and Marketing. Notwithstanding anything to the contrary in this Agreement, each party may publicize the existence of the business relationship established hereunder in connection with any product, promotion or publication arising under this Agreement; provided, that, except as required by law, Client shall not disclose any of the terms of this Agreement to any third party without first obtaining the written consent of Acid Remap. Client hereby grants Acid Remap a license to use and publish Client's name and/or Marks as part of Acid Remap's customer lists or as otherwise set forth herein, in the form provided by Client and in compliance with Client's applicable trademark usage policies. Client shall serve as a reference account for Acid Remap. As such, Acid Remap may provide Client's name and contact information to, and Client may be contacted by, members of the media, market analysts, potential customers or other parties interested in Client's opinion of Acid Remap and its products or services. Depictions of the Application using Client's EMS protocols or other Client Data may be used by Acid Remap, or any third party with Acid Remap's permission, for publicity or marketing purposes.

- Assignment. Client may not assign this Agreement, or its rights or duties hereunder, to any third party, in whole or in part, whether voluntarily or involuntarily, by operation of law (e.g., in a statutory merger) or otherwise, without Acid Remap's prior written consent, which may be granted or withheld in Acid Remap's reasonable discretion. Acid Remap reserves the right to impose an additional reasonable start-up fee on any proposed assignee, as a precondition to permitting such assignment.
- 10.6 Notices. All notices must be in writing and delivered personally or sent by overnight courier service to the address indicated herein or such other address as either party may indicate by written notice, or sent via e-mail to the e-mail address currently specified by either party to the other. Notice will be deemed effective upon the earlier of actual receipt or two business days after deposit with an overnight courier or email transmission.
- 10.7 Severability. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement will be unimpaired, and the invalid term or provision will be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision.
- 10.8 Attorneys' Fees. In the event of any litigation of any controversy or dispute arising out of or in connection with this Agreement, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and expenses, court costs, and reasonable costs for expert and other witnesses attributable to the prosecution or defense of that controversy or dispute. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, the term "prevailing party" shall be determined by that same process.
- 10.9 Entire Agreement, Waiver, Amendment. This Agreement and the Schedules together constitute the entire, exclusive and final statement of the agreement of the parties with respect to the subject matter hereof, and supersede all prior and

contemporaneous representations, proposals, negotiations, discussions, and agreements between the parties regarding the same subject matter, whether oral or in writing. In the event this Agreement conflicts with the Terms of Service, this Agreement shall govern. Except as expressly set forth herein, this Agreement, including, without limitation, any Schedule or exhibit to this Agreement, may not be modified or amended except by an instrument in writing signed by the parties hereto. The waiver or failure of either party to exercise in any respect any rights provided for in this Agreement will not be deemed a waiver of any further right under this Agreement. There are no intended third-party beneficiaries to this Agreement.

10.10 Counterparts. This Agreement may be executed in counterparts, which taken together shall be considered one original Agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax or e-mail shall be sufficient to bind the parties to the terms and conditions of this Agreement.

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The undersigned duly authorized representatives of the parties have executed this Agreements as of the dates set forth below.

#### EXECUTED BY:

#### BELTON FIRE DEPARTMENT

Signatur	e:
Name: _	
Title:	
Date:	
EXECUT	ED BY:
ACID RE	EMAP LLC
Signatur	e:
Name: C	ded Wurman
Title: CE	
Date:	April 16, 2020

# Schedule A

Description of product or service	Period	Fee (USD)
Distribution and updates of the Belton Fire Department protocols in a free-for- providers version of Paramedic Protocol Provider on the Apple App Store and Google Play for a term of 3 year(s) starting from the date of general availability, and for an agency of up to 120 staff.	Year 1	\$750
Renewal.	Year 2	\$750
Renewal.	Year 3	\$750
Total contract amount (over 3 years)		\$2,250

#### Schadule &