



Agenda of the Belton City Council
March 9, 2021 – 6:00 p.m.
520 Main Street, Belton Missouri
<https://www.belton.org/watch>

Seating is limited due to social distancing.

I. CALL WORK SESSION TO ORDER

II. PERSONAL APPEARANCES

A. Dr. Andrew Underwood, Superintendent Belton School District

B. Recognition of service for members of the Belton Emergency Management Agency:
Mike Conner

III. ITEMS FOR REVIEW AND DISCUSSION

A. Budget & Water Rates Discussion

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IV. ADJOURN WORK SESSION

V. CALL MEETING TO ORDER

VI. PLEDGE OF ALLEGIANCE – Councilmember Savage

VII. ROLL CALL

VIII. 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 February 23, 2021, City Council Meeting.**

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B. **Motion approving the February 2021 Municipal Division Summary Report for Municipal Court.**

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C. Motion approving an annual contract between the Belton Police Department and Dice Communications for hardware maintenance of the phone system.

The cost of the renewal is \$3,119.74, and the cost is accounted for in the FY2021 budget.

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D. Motion approving an annual contract between the Belton Police Department and Kenton Brothers for a maintenance agreement for the building security system.

The cost of the renewal is \$6,300.00, and the cost is accounted for in the FY2021 budget.

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**E. Motion approving Resolution R2021-14
A resolution reappointing Sarah Brooks, Jane Hull, and Caroline Allen and appointing Scott Lyons to serve on the Public Safety Sales Tax Oversight Committee.**

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**F. Motion approving Resolution R2021-15
A resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency stormwater repairs located at crossings on Apple Valley Parkway in Apple Valley subdivision and ratifying Task Agreement No. 2021-1 in the amount of \$245,000.00.**

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IX. MOTIONS

- A. Motion to revise the FY2022 Proposed Budget to change the salary grade for the City Clerk position from Grade 69 to Grade 54.**
- B. Motion to revise the FY2022 Proposed Budget to change the estimated end of fiscal year 2022 General Fund fund balance percentage from 16.17% to 15% by transferring dollars to the Water Fund for waterline replacement.**
- C. Motion to revise the FY2022 Proposed Budget to increase expenditures in each department to budget amounts necessary to reimburse the Water Fund for water used by each city department and appropriate those dollars for waterline replacement.**

X. REGULAR AGENDA

- A. Motion approving the final reading of Bill No. 2021-06, as amended.

An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2021 Adopted City Budget for the purpose of returning a portion of funds transferred by the water fund to the general fund for reimbursement of administrative costs.

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- B. Motion approving the final reading of Bill No. 2021-07

An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2021 Adopted City Budget for the purpose of appropriating storm water bond proceeds to replace water lines in conflict with the storm sewer for the Hargis Lake Storm Water Improvements Project.

- C. Motion approving the first reading of Bill No. 2021-08

An ordinance amending Sections: 42-36, rates inside the City; 42-38, water rates for approved water districts or local governments; 42-39, rates for water consumed outside city; 42-296, sewer system user rates; of the Unified Development Code of the City of Belton, Missouri.

This ordinance increases water usage rates by 8%. This would be the second increase of five to fund the proposed Pay-As-You-Go Funding plan to replace cast iron waterlines throughout the City.

At the end of 5 years, the plan was expected to generate approximately \$1.7 million each year for water line replacement which would allow the city to replace 1.5 miles of water line each year.

	Increase	Projected Additional Revenue
FY2021	10%	\$ 483,600
FY2022	8%	\$ 475,717
FY2023	8%	\$ 458,253
FY2024	3%	\$ 184,630
FY2025	2%	\$ 126,521
	Total	\$ 1,728,721

Overall, residential customers living inside City limits will see an increase of \$1.23 to their minimum monthly bill (an increase of 5.72%).

Inside Residential Water and Inside Sewer Volume Minimum				
	current	new	difference	
water minimum	15.40	16.63	1.23	
debt service minimum	6.11	6.11	-	
sewer minimum	13.91	13.91	-	
debt service minimum	11.52	11.52	-	
Total before tax	46.9400	48.1700	1.23	5.72%

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- D. Motion approving the first reading of Bill No. 2021-11
An ordinance approving the proposed Fiscal Year 2022 City Budget, as revised, and appropriating funds from the revenues of the City.

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- E. Motion approving the first reading of Bill No. 2021-12
An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2021 Adopted City Budget for the purpose of increasing the budget for the Public Works trucks purchase and decreasing the budget for the Inspections Department.

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- F. Motion approving the first reading of Bill No. 2021-13
An ordinance approving an amendment to the City's Zoning Map from R-1 Single Family Residential District to C-2 General Commercial District, for 1.90 acres of the parcel located on the South side of East North Avenue at Apple Valley Parkway, Belton, Cass County, Missouri.

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- G. Motion approving both readings of Bill No. 2021-14
An ordinance terminating the Belton Town Centre Tax Increment Financing Redevelopment Project Area, as created by the Belton Town Centre Tax Increment Financing Plan and dissolving the Belton Town Centre Tax Increment Financing Special Allocation Fund.

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XI. CITY COUNCIL LIAISON REPORTS

XII. MAYOR'S COMMUNICATIONS

XIII. CITY MANAGER’S REPORT

March/April 2021 City Council Meetings – 6:00 p.m.

March 23, 2021

April 13, 2021

April 27, 2021

XIV. COMMUNICATIONS FROM CITY COUNCIL

XV. ADJOURN

SECTION III

A

Work Session – March 9, 2021

- 1) Budget –Revisions to the FY2022Proposed Budget presented for consideration
 - a. Revise the proposed salary grade for the City Clerk from Grade 69 to Grade 54
EFFECT : reduce General Fund expenditures approximately \$20,000
 - b. Revise the proposed estimated end of fiscal year 2022 General Fund fund balance percentage from 16.17% to 15% by transferring dollars to the Water Fund.
EFFECT: increase General Fund expenditures approximately \$175,000, increase Water Fund revenues approximately \$175,000
 - c. Revise the proposed expenditures in each fund to budget amounts necessary to reimburse the Water Fund for water used by each city department.
EFFECT: increase Water Fund revenues approximately \$202,600, increase General Fund expenditures approximately \$3,700, increase Park Fund expenditures approximately \$80,000, increase Street Fund expenditures approximately \$2,300, increase Golf Fund expenditures approximately \$116,600, resulting in a deficit budget for the Golf and Park funds, which will require additional expenditure reductions in these funds.

2) Water Line Condition

There is approximately 135 miles of water lines throughout the city that carry drinking water from pump stations to homes, businesses and fire hydrants in the city.

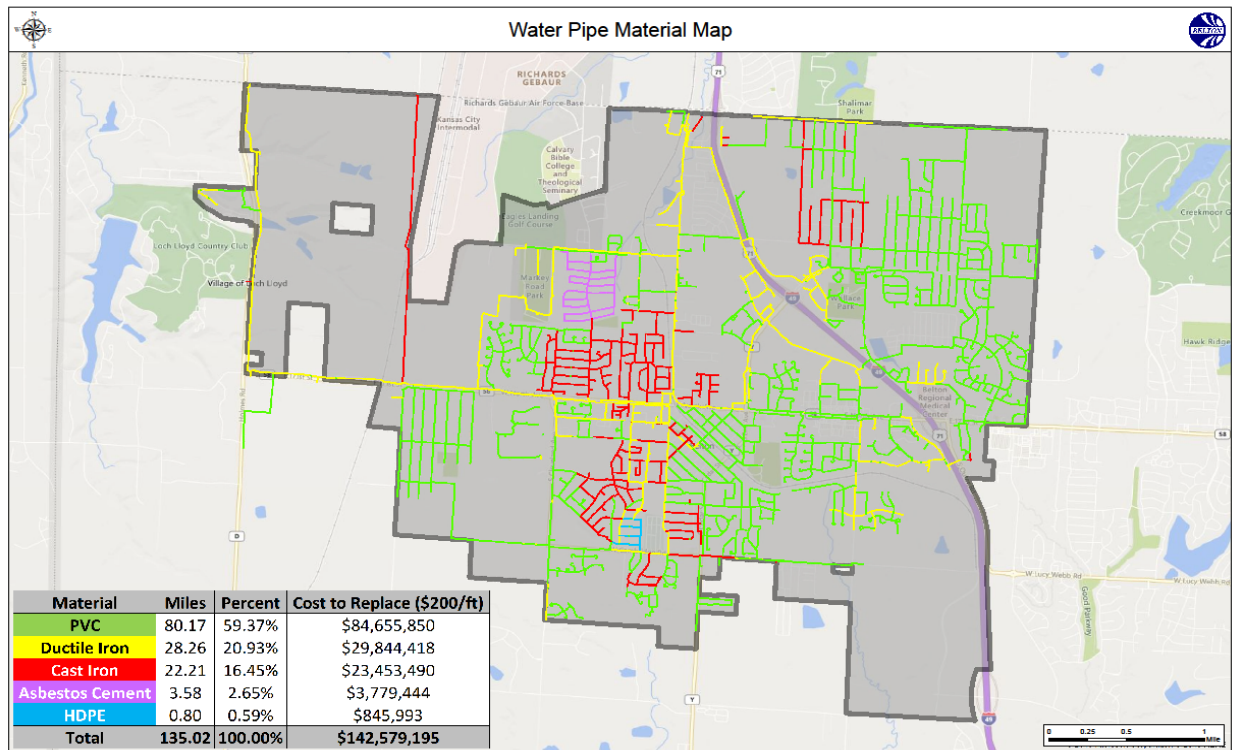
Approximately 60% of those water lines are PVC pipes that are expected to have a useful life of more than 100 years.

The remaining 40% of water lines are cast iron pipes, asbestos cement pipes, high-density polyethylene pipes and ductile iron pipes.

The city's 22 miles of cast iron pipes are of immediate concern. Cast iron pipes are expected to have a useful life of 50 to 75 years, depending on many different environmental conditions, and the 22 miles of cast iron pipes throughout the city were installed between 1940 and 1960, so it is already 60 to 80 years old.

The majority of water main breaks throughout the city are occurring in the cast iron pipes. Many of these cast iron pipes have reached the end of their useful lives.

The estimated cost to replace the cast iron pipes throughout the City today is approximately \$23.5 million dollars. This infrastructure must be replaced by increasing revenues that are paid by customers into the Water fund. The Council can plan to fund these costs incrementally through "pay-as-you-go" financing over the next couple of decades or ask voters to approve revenue bonds that will be repaid over the next couple of decades.



Pay-As-You-Go Funding:

Last year staff proposed a plan to increase rates for 5 years (beginning in April 2020) to fund the replacement of the water lines on a pay-as-you-go basis. At the end of 5 years, the plan was expected to generate approximately \$1.7 million each year for water line replacement which would allow the city to replace 1.5 miles of water line each year.

	Increase	Projected Additional Revenue
FY2021	10%	\$ 483,600
FY2022	8%	\$ 475,717
FY2023	8%	\$ 458,253
FY2024	3%	\$ 184,630
FY2025	2%	\$ 126,521
Total		\$ 1,728,721

Pay-As-You Go Funding

		Water Rates Additional Cost Per Month					5 Year
		FY21 (10%)	FY22 (8%)	FY23 (8%)	FY24 (3%)	FY25 (2%)	Total
0 to 1500	gallons	1.38	1.21	1.31	0.53	0.36	4.79
2300	gallons	2.21	1.94	2.09	0.85	0.58	7.66
3000	gallons	2.93	2.57	2.78	1.13	0.77	10.17
3100	gallons	3.03	2.66	2.88	1.17	0.80	10.53
4000	gallons	3.95	3.48	3.76	1.52	1.04	13.75
4500	gallons	4.47	3.93	4.25	1.72	1.18	15.54
4800	gallons	4.78	4.20	4.54	1.84	1.26	16.62
5300	gallons	5.29	4.66	5.03	2.04	1.39	18.41
6000	gallons	6.01	5.29	5.72	2.32	1.58	20.92
* rates will be re-evaluated after year 5 to adjust for new infrastructure and growth							
\$1.36 million in today's dollars needed annually for 20 years to replace cast iron & asbestos water line							

Pros:

Flexibility as the city grows and adds more customers to change the proposed rate increases in the 5 year plan.

Flexibility for the city to be able to find alternatives to funding the water line replacement through rates in the event that grant funds become available and awarded in future years that the City may qualify for.

Cons:

Costs continue to increase annually, and there is the risk that inflation may increase the cost of water line replacement in the future significantly.

Revenue Bond Funding:

Pros:

Less inflation risk because replacement will be done sooner than pay-as-you-go

Cons:

If bond issue doesn't pass, waterline replacement is still necessary.

More expensive for citizens

- A) Cost of an election
- B) Cost of debt issuance (underwriting fees, bond legal fees, rating fees, advisor fees, etc)
- C) Cost of interest expenses charged on the borrowed money
- D) 110% debt coverage ratio must be maintained until debt is paid off

Would add an estimated \$20.24/ month to every bill for 20 years to make debt payments.



SECTION VIII

A

**Minutes of the Belton City Council
February 23, 2021
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the public hearing to order at 6:00 p.m.

The City of Belton held a Public Hearing on the proposed Annual Budget for the fiscal year beginning April 1, 2021 and ending March 31, 2022. There was no one in the audience to speak. Being no further business, Mayor Davis adjourned the public hearing and called the work session to order at 6:01 p.m.

Carolyn Yatsook, Economic Development Director, presented the proposed Old Town Belton Chapter 353 Policy. This is an incentive allowed by Missouri to encourage redevelopment in blighted areas.

Being no further business, Mayor Davis adjourned the work session at 6:54 p.m. and called the regular meeting to order.

Councilmember Lathrop led the Pledge of Allegiance to the Flag.

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

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

CONSENT AGENDA

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

- **approving the minutes of the February 9, 2021, City Council Meeting.**
- **approving Resolution R2021-09: A resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency stormwater repairs located in Apple Valley subdivision and ratifying Task Agreement No. 2020-8 in the amount of \$140,914.77.**
- **approving Resolution R2021-10: A resolution approving a contract for services for Fire Station 1 concrete replacement with Terry Snelling Construction, Inc., the low, best and responsive bid, in the amount of \$173,595.70.**
- **approving Resolution R2021-11: A resolution approving the engagement of Troutt, Beeman and Company to audit the city financial records for fiscal year 2021.**
- **approving Resolution R2021-12: A resolution authorizing the offering for sale of general obligation refunding and improvement bonds for the benefit of the City of Belton, Missouri.**

- approving Resolution R2021-13: **A resolution appointing Lylette Utz and reappointing Alexa Barton to the Board of Directors of the Y Highway Market Place Community Improvement District.**

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

REGULAR AGENDA

Andrea Cunningham, City Clerk, read Bill No. 2021-05: **An ordinance approving the proposed fiscal year 2022 city budget, as revised, and appropriating funds from the revenues of the City.**

Presented by Councilmember Peek, seconded by Councilmember Trutzel. There was extensive discussion about the City Clerk pay grade increase as well as the public works fund and water rates. Councilmember Finn called for the question. Councilmember Trutzel seconded. Vote on the call for the question was recorded with Councilmembers Peek, Savage, VanWinkle, Clark, Finn, Trutzel, and Mayor Davis voting in favor and Councilmembers Lathrop and Davidson voting no. Motion passed. Vote on the first reading was recorded with Councilmembers Peek, Trutzel, VanWinkle, and Mayor Davis voting in favor and Councilmembers Lathrop, Clark, Davidson, Savage, and Finn voting no. Motion failed.

Mayor Davis asked if staff needed direction from the Council. The Council would like to see how the allocations are calculated, no water rate increase, more discussion on public works billing, and no increase in the City Clerk pay grade. Councilmember Lathrop suggested a work session to discuss these items. Sheila Ernzen, Finance Director and Assistant City Manager, asked the Council to provide her a list of items so she can prepare the impact to the budget.

Ms. Cunningham read Bill No. 2021-06: **An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2021 Adopted City Budget for the purpose of returning a portion of funds transferred by the water fund to the general fund for reimbursement of administrative costs.**

Presented by Councilmember Savage, seconded by Councilmember Clark. After discussion, Councilmember Davidson motioned to amend the budget to require these funds be spent on water infrastructure. Councilmember Clark seconded. Vote on the amendment was recorded with all voting in favor. Motion carried. Ms. Cunningham read the ordinance again, as amended. Vote on the first reading, as amended, was recorded with all voting in favor. First reading passed.

Ms. Cunningham read Bill No. 2021-07: **An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2021 Adopted City Budget for the purpose of appropriating storm water bond proceeds to replace water lines in conflict with the storm sewer for the Hargis Lake Storm Water Improvements Project.**

Presented by Councilmember Clark, seconded by Councilmember Savage. Greg Rokos, Public Works Director, presented the impact to the storm water projects. Vote on the first reading was recorded with Councilmembers Savage, Lathrop, Clark, Finn, and Davidson voting in favor and Councilmembers Trutzel, Peek, VanWinkle, and Mayor Davis voting no. First reading passed.

Ms. Cunningham read Bill No. 2021-08: **An ordinance amending Sections: 42-36, rates inside the City; 42-38, water rates for approved water districts or local governments; 42-39, rates**

for water consumed outside city; 42-296, sewer system user rates; of the Unified Development Code of the City of Belton, Missouri.

Presented by Councilmember VanWinkle, seconded by Councilmember Peek. After discussion, Councilmember Savage made a motion to postpone the first reading until March 9, 2021. Councilmember Finn seconded. Vote on the postponement was recorded with all voting in favor. Motion carried.

Ms. Cunningham read Bill No. 2021-09: **An ordinance authorizing the Police Department to purchase a video server in conjunction with a grant received from the Department of Justice (DOJ) to expand the City's current body worn and in-car camera system.**

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

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

Noes: 0

Absent: 0

Bill No. 2021-09 was declared passed and in full force and effect as **Ordinance No. 2021-4609**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2021-10: **An ordinance authorizing the Chief of Police to submit for grant applications to the Missouri Department of Transportation (MoDOT) Division of Highway Safety for 2021-2022.**

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

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

Noes: 0

Absent: 0

Bill No. 2021-10 was declared passed and in full force and effect as **Ordinance No. 2021-4610**, subject to Mayoral veto.

CITY COUNCIL LIAISON REPORTS

Councilmember Davidson gave a Park report.

- HBWC in hiring
- Hiring summer camp staff
- April 17 – spring craft show at HBWC

MAYOR'S COMMUNICATIONS

COVID numbers are going down. Councilmember Peek shared a flier from the Department of Aging. Contact them for information on the COVID vaccine. 816.421.4980

Mayor Davis commended the public works department during this past week with the record cold. The fire department was able to practice their ice/cold water rescue.

CITY MANAGER'S REPORT

At the Governor's State of the State address on January 27, Belton received an honorable mention for the growth in our area.

Alexa Barton, City Manager, commended the public works staff and the police department.

Ms. Barton asked the Council to please provide Ms. Ernzen with budget ideas by end of business on Monday, March 1. This will be discussed at a work session on March 9. We may need to move the March 9 meeting to 5:00 p.m.

March/April 2021 City Council Meetings – 6:00 p.m.

March 9, 2021

March 23, 2021

April 13, 2021

April 27, 2021

COMMUNICATIONS FROM CITY COUNCIL

Councilmember Savage asked Padraic about the Council Executive Session minutes and the Council seeing and signing those minutes. Councilmember Savage said he appreciates all the City staff.

At 9:06 p.m. Councilmember Clark moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; and to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12, and that the record be closed, and the meeting adjourned from there.

Councilmember Savage seconded. The following vote was recorded:

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

Noes: 0

Absent: 1 Lathrop (stepped out of the meeting)

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

Andrea Cunningham, City Clerk

Mayor Jeff Davis

SECTION VIII

B

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

COURT DATES: 2/2/21; 2/9/21; 2/16/21; 2/23/21

Ross C. Negro

3/1/2021

MUNICIPAL JUDGE

DATE

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29
THE ATTACHED MUNICIPAL DIVISION SUMMARY
REPORT FOR MONTH OF FEBRUARY 2021 WAS
PRESENTED AND REVIEWED BY CITY COUNCIL AS
REQUIRED**

CITY CLERK

DATE



Payment Plan Reports

Belton Municipal Division

Monday, March 1, 2021 12:40 PM

Payment Detail Listing By Payment Plan Number From 02/01/2021 - 02/28/2021

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid	C	A
PP0000654	CAIN, JAMISON MATTHEW	02/24/2021	513274	R00061329	101900190-1	\$200.00 PY	✓	✓
PP0000654 Totals:						\$200.00		
PP0000889	BOUNDS, TINA LOUISE	02/05/2021	512859		140799490-1	\$120.00 AB	✓	
		02/05/2021	512861	R00061173	140799490-1	\$13.50 PY	✓	
PP0000889 Totals:						\$133.50		
PP0000962	DOYLE, PATRICK JOSEPH	02/02/2021	512710		140794802-1	\$10.00 AB	✓	
		02/02/2021	512712		140794802-1	\$10.00 AB	✓	
		02/16/2021	513051	R00061243	140794803-1	\$205.00 PY	✓	
					140794802-1			
PP0000962 Totals:						\$225.00		
PP0001308	HAYDEN, JESSE PAUL	02/23/2021	513189	R00061315	160763641-1	\$80.00 PY	✓	✓
					160763642-1			
					160763643-1			
PP0001308 Totals:						\$80.00		
PP0001317	BASINSKI, TAYLOR MATTHEW	02/15/2021	513050	R00061242	190283067-1	\$10.00 PY	✓	✓
PP0001317 Totals:						\$10.00		
PP0001457	CORBIN, SHYANNE C	02/23/2021	513212	R00061321	160756177-1	\$173.00 PY	✓	
PP0001457 Totals:						\$173.00		
PP0001515	MEDINA, SCOTT	02/08/2021	512894	R00061186	140803994-1	\$15.00 PY	✓	✓
PP0001515 Totals:						\$15.00		
PP0001737	BALDUCCI, TRENTON LUKE	02/10/2021	513027	R00061223	160754463-1	\$100.00 PY	✓	✓
					160754464-1			
PP0001737 Totals:						\$100.00		
PP0001915	FROMENT, SHARI DAWN	02/08/2021	512896	R00061187	140801823-1	\$11.00 PY	✓	
PP0001915 Totals:						\$11.00		
PP0001980	BERRY, LEIGHANN KATHRYN	02/09/2021	512910	R00061197	160765819-1	\$30.00 PY	✓	✓
PP0001980 Totals:						\$30.00		
PP0002082	GILE, DESTINY CHEYANNE	02/16/2021	513058	R00061246	160754738-1	\$25.00 PY	✓	✓
PP0002082 Totals:						\$25.00		
PP0002164	STROTIDE, FELICIA RENEE	02/23/2021	513192	R00061317	160760091-1	\$15.00 PY	✓	✓
PP0002164 Totals:						\$15.00		
PP0002446	UNDERWOOD, GEORGE EDWARD	02/03/2021	512799	R00061140	160764653-1	\$10.00 PY	✓	✓
PP0002446 Totals:						\$10.00		
PP0002463	DRYDEN, MICHAEL EUGENE	02/02/2021	512684	R00061127	140803261-1	\$30.00 PY	✓	✓
PP0002463 Totals:						\$30.00		
PP0002488	HARBOUR, SYLVESTER JR JR	02/12/2021	513043	R00061237	160761458-1	\$20.00 PY	✓	✓
PP0002488 Totals:						\$20.00		
PP0002638	KOCOUREK-BOWMAN, KAYLEE K	02/02/2021	512587	R00061104	160758885-1	\$200.00 PY	✓	✓
					160758886-1			
					160759820-1			
PP0002638 Totals:						\$200.00		
PP0002730	GANEY, EDWARD WAYNE	02/22/2021	513152	R00061296	160763535-1	\$100.00 PY	✓	✓
PP0002730 Totals:						\$100.00		
PP0002753	FAIR, BRANDY L	02/23/2021	513183	R00061312	160759883-1	\$70.00 PY	✓	
PP0002753 Totals:						\$70.00		
PP0003014	ENGLAND, JENNIFER LYNN	02/26/2021	513320	R00061354	160766893-1	\$96.00 PY	✓	
PP0003014 Totals:						\$96.00		
PP0003024	SEXTON, VINCENT E	02/22/2021	513173	R00061309	160764549-1	\$20.00 PY	✓	✓
PP0003024 Totals:						\$20.00		

* Indicates an overpayment was made on the Payment Plan

PP0003085	SMITH, DAUNCY LAVELLE JR	02/12/2021	513038	R00061234	160765307-1 160765309-1 190286772-1	\$100.00 PY ✓ ✓
PP0003085 Totals:						\$100.00
PP0003137	UNDERWOOD, CHARLES RAYMOND	02/03/2021	512800	R00061141	160766375-1	\$20.00 PY ✓ ✓
PP0003137 Totals:						\$20.00
PP0003166	LONG, ABIGAIL ALEXIS	02/24/2021	513276	R00061331	160767364-1	\$60.00 PY ✓
PP0003166 Totals:						\$60.00
PP0003201	RYAN, SONNY RAY	02/24/2021	513279	R00061333	160767504-1	\$50.00 PY ✓ ✓
PP0003201 Totals:						\$50.00
PP0003221	LEAKE, JONATHAN EDWARD	02/02/2021	512620	R00061114	190282570-1	\$108.00 PY ✓
PP0003221 Totals:						\$108.00
PP0003250	HICKS, CINDY LOUISE	02/09/2021	512900	R00061191	160768365-1	\$100.00 PY ✓ ✓
PP0003250 Totals:						\$100.00
PP0003304	MALENA, KATHLEEN ERIN	02/11/2021	513035	R00061231	160763765-1	\$25.00 PY ✓ ✓
PP0003304 Totals:						\$25.00
PP0003352	WOOLAM, STEPHANIE DAWN	02/04/2021	512832	R00061153	190283294-1 190283295-1	\$100.00 PY ✓ ✓
		02/23/2021	513193	R00061318	190283295-1	\$20.00 PY ✓ ✓
PP0003352 Totals:						\$120.00
PP0003354	SHEPHERD, KEIRSTAN KAY	02/23/2021	513174	R00061310	160762660-1	\$20.00 PY ✓ ✓
PP0003354 Totals:						\$20.00
PP0003430	MCFERRIN, JACOB KENT	02/03/2021	512734	R00061139	190283559-1	\$50.00 PY ✓ ✓
		02/22/2021	513167	R00061305	190283559-1 190284066-1 190284067-1	\$150.00 PY ✓ ✓
PP0003430 Totals:						\$200.00
PP0003500	THOMAS, STORMY IRENE	02/02/2021	512687	R00061129	190283542-1	\$40.00 PY ✓ ✓
PP0003500 Totals:						\$40.00
PP0003549	WILKINSON, SHEILA MARIE	02/02/2021	512688	R00061130	190285075-1	\$88.50 PY ✓
PP0003549 Totals:						\$88.50
PP0003562	ALFLEN, TRICIA NICOLE	02/19/2021	513126	R00061276	160764936-1	\$10.00 PY ✓ ✓
PP0003562 Totals:						\$10.00
PP0003574	BURGE, CASEY JAY	02/19/2021	513118	R00061272	190282724-1	\$10.00 PY ✓
PP0003574 Totals:						\$10.00
PP0003577	KIHN, LINDA ANN	02/22/2021	513151	R00061295	190282205-1	\$30.00 PY ✓ ✓
PP0003577 Totals:						\$30.00
PP0003608	WILLIAMS, JOHN VINCENT	02/08/2021	512867	R00061178	190285632-1	\$30.00 PY ✓
PP0003608 Totals:						\$30.00
PP0003640	RICHMOND, REBECCA LYNNE	02/12/2021	513037	R00061233	140802767-1	\$60.00 PY ✓ ✓
PP0003640 Totals:						\$60.00
PP0003737	PETTAWAY, RAYQUAN D	02/01/2021	512561	R00061091	190286139-1	\$250.00 PY ✓
PP0003737 Totals:						\$250.00
PP0003802	BAKER, KIMBERLY N	02/16/2021	513057	R00061245	190287926-1 190287927-1	\$200.00 PY ✓ ✓
PP0003802 Totals:						\$200.00
PP0003832	BRYAN, WALTER MARK	02/17/2021	513083	R00061257	190283134-1	\$25.00 PY ✓ ✓
PP0003832 Totals:						\$25.00
PP0003868	GREEN, TOREY DARNELL	02/04/2021	512834	R00061161	190288318-1	\$50.00 PY ✓ ✓
PP0003868 Totals:						\$50.00
PP0003891	MOZEE, JUSTIN KAHLIL	02/21/2021	513141	R00061289	190288979-1	\$100.00 PY ✓ ✓
		02/22/2021	513143	R00061291	190288979-1	\$50.00 PY ✓ ✓
PP0003891 Totals:						\$150.00
PP0003909	DAMRON, DYLAN JAMES	02/09/2021	512940	R00061206	190288572-1	\$10.00 PY ✓ ✓
PP0003909 Totals:						\$10.00
PP0003924	GRIFFITH, PAUL DEWAYNE	02/24/2021	513277	R00061332	190288893-1	\$20.00 PY ✓ ✓
PP0003924 Totals:						\$20.00

* Indicates an overpayment was made on the Payment Plan

PP0003926	DIMMICK, DARCY KEVIN	02/09/2021	512985	R00061217	190288681-1	\$25.00 PY ✓ ✓
PP0003926 Totals:						\$25.00
PP0003931	BECHTLE, PAULA L	02/02/2021	512619	R00061113	190288507-1	\$50.00 PY ✓ ✓
PP0003931 Totals:						\$50.00
PP0003955	JENNINGS, CODY LEE	02/11/2021	513028	R00061228	190290549-1	\$150.00 PY ✓
PP0003955 Totals:						\$150.00
PP0003959	MCADAMS, DENNIS RAY	02/22/2021	513145	R00061293	190285474-1	\$50.00 PY ✓ ✓
PP0003959 Totals:						\$50.00
PP0003993	HOLLISTER, DARREL MARDEZ	02/23/2021	513199		190291831-1	\$50.00 AB ✓ ✓
PP0003993 Totals:						\$50.00
PP0003997	INABINETT, TENETIA N	02/10/2021	512999	R00061219	190290619-1	\$50.00 PY ✓
PP0003997 Totals:						\$50.00
PP0003999	CREWS, STEPHANIE LYNN	02/17/2021	513059	R00061247	190290748-1	\$25.00 PY ✓ ✓
PP0003999 Totals:						\$25.00
PP0004001	WALSH, KEVIN JAMES	02/19/2021	513133	R00061282	160763198-1 160763199-1	\$100.00 PY ✓ ✓
PP0004001 Totals:						\$100.00
PP0004008	PLUMB, ROSE MARIE	02/26/2021	513292	R00061344	190289080-1	\$50.00 PY ✓ ✓
PP0004008 Totals:						\$50.00
PP0004017	WARNER, DANIEL GENE	02/01/2021	512558	R00061087	160768391-1	\$50.00 PY ✓ ✓
PP0004017 Totals:						\$50.00
PP0004019	GORMAN, DAWN RANAE	02/01/2021	512573	R00061098	190286514-1	\$100.00 PY ✓
PP0004019 Totals:						\$100.00
PP0004023	CARROLL, DUSTIN M	02/10/2021	513006	R00061224	190290646-1	\$85.00 PY ✓
PP0004023 Totals:						\$85.00
PP0004024	GILLESPIE, JOSEPH LEE	02/05/2021	512847	R00061167	190290247-1	\$25.00 PY ✓ ✓
PP0004024 Totals:						\$25.00
PP0004032	GILL, KAYLA DAWN	02/25/2021	513286	R00061337	190290091-1	\$50.00 PY ✓
		02/26/2021	513299	R00061351	190290091-1	\$50.00 PY ✓
PP0004032 Totals:						\$100.00
PP0004046	GEORGE, MARY ROSE	02/09/2021	512899	R00061190	190290504-1	\$25.00 PY ✓ ✓
		02/26/2021	513328	R00061361	190290504-1 190290505-1 190290506-1	\$100.00 PY ✓ ✓
PP0004046 Totals:						\$125.00
PP0004055	HALEY, ROBERT ANTHONY II	02/02/2021	512591	R00061106	190290094-1	\$100.00 PY ✓
PP0004055 Totals:						\$100.00
PP0004066	BROWN, LAURIE ANN	02/16/2021	513052	R00061244	190289845-1	\$50.00 PY ✓
PP0004066 Totals:						\$50.00
PP0004068	MARTZ, MARY MARIE	02/26/2021	513321	R00061355	190290168-1 190290947-1	\$200.00 PY ✓
PP0004068 Totals:						\$200.00
PP0004070	WILSON, KEITH WAYNE	02/23/2021	513187	R00061314	160754324-1 160754325-1	\$100.00 PY ✓ ✓
PP0004070 Totals:						\$100.00
PP0004073	MCNOWN, RACHEL MARIE	02/07/2021	512865	R00061176	140796083-1 140796084-1	\$157.00 PY ✓
		02/22/2021	513155	R00061298	140796084-1	\$161.00 PY ✓
PP0004073 Totals:						\$318.00
PP0004074	HOLMES, SIERRA NICOLE	02/03/2021	512724	R00061137	190291788-1	\$29.50 PY ✓
PP0004074 Totals:						\$29.50
PP0004077	MASSE, AMANDA M	02/26/2021	513327	R00061360	190291430-1	\$50.00 PY ✓
PP0004077 Totals:						\$50.00
PP0004081	LUMPKIN, MICHAEL D	02/17/2021	513060	R00061248	190289987-1	\$160.00 PY ✓ ✓
PP0004081 Totals:						\$160.00
PP0004083	FORD, ANTOINETTE L	02/09/2021	512912	R00061200	160765414-1	\$84.00 PY ✓
PP0004083 Totals:						\$84.00

* Indicates an overpayment was made on the Payment Plan

PP0004084	WILLIAMS, RICHARD MICHAEL	02/19/2021	513132	R00061280	190290289-1	\$150.00 PY ✓ ✓
PP0004084 Totals:						\$150.00
PP0004087	RAMIREZ, EMILYANN NICOLE	02/17/2021	513081	R00061255	190287595-1	\$154.50 PY ✓
PP0004087 Totals:						\$154.50
PP0004091	CESSNA, TIMOTHY DENNIS	02/09/2021	512911	R00061199	190289764-1	\$30.00 PY ✓
		02/18/2021	513106	R00061268	190289764-1	\$100.00 PY ✓
PP0004091 Totals:						\$130.00
PP0004093	BROWN, JOSHUA GAGE	02/03/2021	512820	R00061149	190291261-1	\$30.00 PY ✓
PP0004093 Totals:						\$30.00
PP0004096	WOODS, STEVEN TREMAINE	02/09/2021	512903	R00061194	190291317-1 190291318-1	\$100.00 PY ✓ ✓
PP0004096 Totals:						\$100.00
PP0004097	NEWKIRK, JOSHUA LEE	02/02/2021	512668	R00061123	190288472-1	\$20.00 PY ✓ ✓
PP0004097 Totals:						\$20.00
PP0004115	SWENSON, SAVANNAH JON	02/03/2021	512829	R00061150	190288278-1	\$160.00 PY ✓
PP0004115 Totals:						\$160.00
PP0004126	CORLISS, GREGORY LEN	02/22/2021	513161	R00061303	190291357-1	\$50.00 PY ✓ ✓
PP0004126 Totals:						\$50.00
PP0004129	NIFFEN, PATTI JO	02/01/2021	512583	R00061102	160756125-1 160756126-1	\$125.00 PY ✓
		02/11/2021	513036	R00061232	160756125-1	\$50.00 PY ✓
PP0004129 Totals:						\$175.00
PP0004132	HAAK, KRISTEN MARIE	02/05/2021	512844	R00061164	190291159-1	\$40.00 PY ✓ ✓
PP0004132 Totals:						\$40.00
PP0004136	MARRUFO, CARLA ALEJANDRA	02/19/2021	513127	R00061277	190283169-1	\$100.00 PY ✓ ✓
PP0004136 Totals:						\$100.00
PP0004137	HERD, WENDY MARIE	02/18/2021	513105	R00061267	190290568-1	\$90.00 PY ✓
PP0004137 Totals:						\$90.00
PP0004139	MIRANDA, HECTOR	02/23/2021	513213	R00061322	190290808-1	\$100.00 PY ✓ ✓
PP0004139 Totals:						\$100.00
PP0004143	OVLVERA-AMADOR, VICTOR U	02/12/2021	513047	R00061239	190291953-1 190291954-1	\$430.00 PY ✓
PP0004143 Totals:						\$430.00
PP0004146	FRANK, AARON GENE	02/26/2021	513298	R00061350	190286163-1	\$135.00 PY ✓
PP0004146 Totals:						\$135.00
PP0004150	LASTER, WHITNEY JOENELL	02/08/2021	512866	R00061177	190287064-1	\$50.00 PY ✓ ✓
PP0004150 Totals:						\$50.00
PP0004151	CHAVEZ-PEREZ, ALEXIS I	02/05/2021	512863	R00061174	190291938-1	\$75.00 PY ✓ ✓
PP0004151 Totals:						\$75.00
PP0004152	ELLISON, EMILY ROSE	02/19/2021	513129	R00061279	190291134-1	\$50.00 PY ✓ ✓
PP0004152 Totals:						\$50.00
PP0004153	ALLEN, TORRENCE TYRONE JR	02/03/2021	512723	R00061136	190291321-1	\$200.00 PY ✓
PP0004153 Totals:						\$200.00
PP0004154	HIBBS, THOMAS-JOSEPH MICHAEL LUIS	02/03/2021	512816	R00061148	190290697-1	\$100.00 PY ✓
PP0004154 Totals:						\$100.00
PP0004155	REES, JAMIE LEE	02/04/2021	512833	R00061157	190290293-1	\$50.00 PY ✓ ✓
PP0004155 Totals:						\$50.00
PP0004157	CUMMINGS, JENNIFER L	02/22/2021	513156	R00061299	190290529-1	\$100.00 PY ✓ ✓
PP0004157 Totals:						\$100.00
PP0004168	MERRITT, TERRY LEE III	02/10/2021	513026	R00061227	190292493-1	\$50.00 PY ✓
		02/17/2021	513092	R00061266	190292493-1	\$200.00 PY ✓
PP0004168 Totals:						\$250.00
PP0004169	CUNNINGHAM, STEPHEN SHANE	02/23/2021	513221	R00061323	190285445-1	\$50.00 PY ✓ ✓
PP0004169 Totals:						\$50.00
PP0004175	CRUZ VAZQUEZ, JESUS MIGUEL	02/02/2021	512592	R00061107	190292140-1	\$150.00 PY ✓
PP0004175 Totals:						\$150.00

* Indicates an overpayment was made on the Payment Plan

PP0004177	PITTMAN, STEPHEN JERMAINE	02/03/2021	512830	R00061151	190292200-1	\$225.00 PY ✓
PP0004177 Totals:						\$225.00
PP0004178	SHEELEY, APRIL DEAN	02/03/2021	512726	R00061138	190292226-1	\$60.00 PY ✓ ✓
		02/09/2021	512984	R00061216	190292226-1	\$50.00 PY ✓ ✓
PP0004178 Totals:						\$110.00
PP0004179	VIRGIL, MALIK TREVON	02/23/2021	513175	R00061311	190291877-1 190291878-1	\$305.00 PY ✓
PP0004179 Totals:						\$305.00
PP0004181	SONDERFAN, NICOLE MAUREEN	02/19/2021	513137	R00061286	190289783-1	\$20.00 PY ✓ ✓
PP0004181 Totals:						\$20.00
PP0004182	KEY, LAWRENCE (X)	02/19/2021	513136	R00061285	190287067-1	\$20.00 PY ✓ ✓
PP0004182 Totals:						\$20.00
PP0004184	CAMPBELL, LORA N	02/14/2021	513048	R00061240	160756078-1	\$20.00 PY ✓ ✓
PP0004184 Totals:						\$20.00
PP0004187	WILSON, YUSEF ALI	02/25/2021	513280	R00061334	190291287-1	\$226.00 PY ✓
PP0004187 Totals:						\$226.00
PP0004188	JONES, TAJALA R	02/19/2021	513135	R00061284	190289208-1	\$229.50 PY ✓
PP0004188 Totals:						\$229.50
PP0004189	MICHAEL, JASON WILLIAM	02/18/2021	513111	R00061271	190286393-1 190286394-1	\$404.50 PY ✓
PP0004189 Totals:						\$404.50
PP0004195	CUMMONS, GAVIN REED	02/26/2021	513326	R00061359	190292249-1 190292250-1	\$170.67 PY ✓
PP0004195 Totals:						\$170.67
PP0004196	ROBINSON, SPENCER ALEXANDER	02/10/2021	512986	R00061218	190290344-1	\$225.00 PY ✓
PP0004196 Totals:						\$225.00
PP0004197	BAYLON, VICTORIA ANN	02/01/2021	512562	R00061090	190291712-1	\$100.00 PY ✓ ✓
PP0004197 Totals:						\$100.00
PP0004199	NORFLEET, DAMIAN L	02/11/2021	513034	R00061230	190290309-1	\$200.00 PY ✓
PP0004199 Totals:						\$200.00
PP0004200	DENHAM, JOHN PAUL JR	02/08/2021	512870	R00061182	190292149-1	\$40.00 PY ✓
		02/25/2021	513291	R00061343	190292149-1	\$185.00 PY ✓
PP0004200 Totals:						\$225.00
PP0004202	CAMAS, JAIME A	02/02/2021	512627	R00061116	190291493-1 190291494-1	\$200.00 PY ✓ ✓
PP0004202 Totals:						\$200.00
PP0004203	BELLEW, BRANDY MICHELLE	02/02/2021	512657	R00061119	190286290-1 190286291-1	\$180.00 PY ✓ ✓
PP0004203 Totals:						\$180.00
PP0004204	HINOJOS-OLGUIN, JONATHAN	02/02/2021	512660	R00061120	190292204-1	\$100.00 PY ✓ ✓
PP0004204 Totals:						\$100.00
PP0004205	DICKERSON, ZAIZAH TANAE	02/03/2021	512810	R00061143	190292011-1 190292012-1	\$59.00 PY ✓
PP0004205 Totals:						\$59.00
PP0004206	BARR, ERIC RICHARD	02/02/2021	512666	R00061122	190292062-1	\$160.00 PY ✓
		02/26/2021	513293	R00061345	190292062-1	\$90.00 PY ✓
PP0004206 Totals:						\$250.00
PP0004208	HOLMAN, AMANDA GALE	02/02/2021	512676	R00061125	190291577-1	\$70.50 PY ✓ ✓
PP0004208 Totals:						\$70.50
PP0004214	THOMPSON, ALEXANDER P	02/17/2021	513075	R00061249	190291648-1	\$50.00 PY ✓ ✓
PP0004214 Totals:						\$50.00
PP0004216	CAMERLO, ERICA MARGHERITA	02/09/2021	512939	R00061205	190292239-1	\$100.00 PY ✓ ✓
PP0004216 Totals:						\$100.00
PP0004217	PETTAWAY, RAYQUAN D	02/09/2021	512974	R00061214	190286138-1	\$20.00 PY ✓ ✓
PP0004217 Totals:						\$20.00
PP0004220	WEIKEN, TYLER JAMES	02/19/2021	513138	R00061287	160753916-1	\$225.00 PY ✓
PP0004220 Totals:						\$225.00

* Indicates an overpayment was made on the Payment Plan

PP0004221	SUZUKI, TRISTEN	02/23/2021	513191	R00061316	190292625-1	\$50.00 PY ✓ ✓
PP0004221 Totals:						\$50.00
PP0004224	WINFIELD, TONIKA AVIAN	02/23/2021	513226	R00061325	190292282-1	\$29.50 PY ✓
PP0004224 Totals:						\$29.50

Report Totals

\$12,220.67

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton Municipal Division

3/1/2021 2:05:37 PM

Totals For Filed Date From 02/01/2021 To 02/28/2021

Posted Fee Totals For Posted Date From 02/01/2021 To 02/28/2021

Violations By Filed Date

City Ordinance	59
MOVING TRAFFIC	41
Parking	1
Traffic	15
Total Violations Filed:	116

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	4
MOVING TRAFFIC	11
Traffic	23
CL	38
Total Violations Completed-Paid Fines:	38

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	66
IPMC CODE	3
MOVING TRAFFIC	46
Traffic	71
CL	186

DC-Dismissed by Complainant

City Ordinance	1
DC	1

DI-CLOSED BY SIS



My Filed Or Closed Cases Listing

Belton Municipal Division

3/1/2021 2:05:37 PM

Totals For Filed Date From 02/01/2021 To 02/28/2021

Posted Fee Totals For Posted Date From 02/01/2021 To 02/28/2021

Violations Completed-Before Judge By Filed Date

City Ordinance	2	
MOVING TRAFFIC	10	
DI		12

DP-Dismissed by Prosecutor

City Ordinance	12	
MOVING TRAFFIC	8	
DP		20

DW-DISMISSED NO WITNESS

City Ordinance	5	
DW		5

DX-FOUND NOT GUILTY AT TRIAL

City Ordinance	2	
MOVING TRAFFIC	7	
Traffic	1	
DX		10

Total Violations Completed-Before Judge:	234	
--	-----	--

Violations Completed-Other By Filed Date

DO-DISMISSED BY OFFICER

City Ordinance	2	
MOVING TRAFFIC	3	
Parking	1	
DO		6

Total Violations Completed-Paid Fines:	6	
--	---	--



My Filed Or Closed Cases Listing

Belton Municipal Division

3/1/2021 2:05:37 PM

Totals For Filed Date From 02/01/2021 To 02/28/2021

Posted Fee Totals For Posted Date From 02/01/2021 To 02/28/2021

Total Violations Completed-Paid Fines:	38
Total Violations Completed-Before Judge:	234
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	6
Total Violations Completed:	278
Total Violations Filed:	116
Net Difference Filed - Completed:	-162

Warrants Issued

027

City Ordinance	97	
IPMC CODE	1	
MOVING TRAFFIC	63	
Traffic	59	
Total Warrants Issued:	220	Total Violations: 220

Warrants Cleared

City Ordinance	135	
MOVING TRAFFIC	84	
Parking	1	
Traffic	63	
UNUSED	1	
Total Warrants Cleared:	284	Total Violations: 284
Total Warrants Issued:	220	
Total Warrants Cleared:	284	
Net Difference:	-64	



My Filed Or Closed Cases Listing

Belton Municipal Division

3/1/2021 2:05:37 PM

Totals For Filed Date From 02/01/2021 To 02/28/2021

Posted Fee Totals For Posted Date From 02/01/2021 To 02/28/2021

Violations Completed-Other Paid By Filed Date

AJ-SUSPENDED IMPOSITION OF SENTEN

City Ordinance 2

MOVING TRAFFIC 5

AJ 7

CD-Completion date for school(s)

City Ordinance 1

MOVING TRAFFIC 7

CD 8

CN-Continued Arraignment

City Ordinance 7

MOVING TRAFFIC 8

Traffic 5

CN 20

PP-Payment plan

City Ordinance 27

IPMC CODE 1

MOVING TRAFFIC 24

Traffic 8

UNUSED 1

PP 61

WI-Warrant Issued

City Ordinance 38

IPMC CODE 1

MOVING TRAFFIC 20



My Filed Or Closed Cases Listing

Belton Municipal Division

3/1/2021 2:05:37 PM

Totals For Filed Date From 02/01/2021 To 02/28/2021

Posted Fee Totals For Posted Date From 02/01/2021 To 02/28/2021

Violations Completed-Other Paid By Filed Date

Traffic	9
WI	68
Total Violations Completed-Other Paid:	164

029



My Filed Or Closed Cases Listing

Belton Municipal Division

3/1/2021 2:05:37 PM

Posted Fee Totals For Posted Date From 02/01/2021 To 02/28/2021

030

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$3,666.00
CC (76)	COURT COSTS	\$2,290.88
CN (CA)	COURT NOTIFICATION AUTOMATION	\$378.44
CVC2 (74)	CRIME VICTIMS CITY	\$76.59
CVS2 (CV)	CRIME VICTIMS STATE	\$1,399.75
DM (82)	DOMESTIC VIOLENCE	\$411.50
DWI (77)	DWI RECOVERY COST	\$484.00
FINE (76)	FINE	\$27,730.75
ILFC (83)	ILF- CITY	\$210.00
IS (IS)	INMATE SECURITY FUND	\$417.03
RST (RS)	RESTITUTION	\$285.00
SBF (84)	SURETY BOND FORFEITURE	\$300.00
SR (SR)	SHERIFF RETIREMENT	\$588.98
TFC (78)	TRAINING FUND CITY	\$414.37
TFS (81)	TRAINING FUND STATE	\$196.38

Report Totals:

\$38,849.67

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION		Contact information same as last report <input checked="" type="checkbox"/>	
Municipality: Belton		Reporting Period: 2/2021	
Mailing Address: 7001 E. 163rd St. Belton 64012		Software Vendor: Tyler Technologies	
Physical Address: 7001 E. 163rd St. Belton 64012		County: CASS COUNTY	Circuit: 17
Telephone Number: (816) 331-2798		Fax Number: (816) 348-4439	
Prepared by: Laura Ellis	E-mail Address: beltoncourts@beltonmocourt.org		iNotes <input checked="" type="checkbox"/>
Municipal Judge(s) ROSS NIGRO	Judge is Attorney <input type="checkbox"/>	Prosecuting Attorney: WILLIAM N. MARSHALL III	

II. MONTHLY CASELOAD INFORMATION	Alcohol and Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. cases (citations / informations) pending at start of month	136	3,502	1,591
B. cases (citations / informations) filed	4	53	59
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY	0	0	5
3. court / bench trial - NOT GUILTY	0	8	2
4. plea of GUILTY in court	5	104	64
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	33	4
6. dismissed by court	0	0	5
7. nolle prosequi	0	12	15
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	5	157	95
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]	135	3,398	1,555
E. Trial de Novo and / or appeal applications filed	0	0	0

III. WARRANT INFORMATION (Pre and Post Disposition)	IV. PARKING TICKETS
1. # issued during reporting period	220
2. # served/withdrawn during reporting period	284
3. # outstanding at end of reporting period	4,982
<input checked="" type="checkbox"/> Court staff does not process parking tickets	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 2/2021
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$15,667.95		
Clerk Fee - Excess Revenue	\$1,580.03		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$48.47		
Bond forfeitures (paid to city) - Excess Revenue	\$1,071.00		
Total Excess Revenue	\$18,367.45		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$12,441.24		
Clerk Fee - Other	\$920.85		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace officer Standards and Training (POST) Commission surcharge	\$196.38		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,399.75		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$28.12		
Law Enforcement Training (LET) Fund surcharge	\$414.37		
Domestic Violence Shelter surcharge	\$411.50		
Inmate Prisoner Detainee Security Fund surcharge	\$417.03		
Sheriffs' Retirement Fund (SRF) surcharge	\$588.98		
Restitution	\$285.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$2,895.00		
Total Revenue Other	\$19,998.22		
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Other Disbursements	\$484.00
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$38,849.67
DWI RECOVERY COST	\$484.00	Bond Refunds	\$0.00
		Total Disbursements	\$38,849.67

[Skip to main content](#)[Instructions](#) | [ellisla1](#) | [Logout](#)

Municipal Division Summary Reporting

[◀ Select A Different Action](#)

17th Judicial Circuit - Cass County - Belton Municipal Division

79			Cass
17th			
MDSR	3	Cass	17th
Belton Municipal Division	79	new	new
0	<input type="button" value="Select"/>		

Show 10 ▼ entries

Search:

Reporting Period Year

Reporting Period

2021	February	Resubmit	
2021	January	Resubmit	
2020	December	Resubmit	
2020	November	Resubmit	
2020	October	Resubmit	
2020	September	Resubmit	
2020	August	Resubmit	
2020	July	Resubmit	
2020	June	Resubmit	
2020	May	Resubmit	

Showing 1 to 10 of 38 entries

- [Previous](#)
- [1](#)
- [2](#)
- [3](#)
- [4](#)
- [Next](#)

Are you the Principal/Chief Judge?

SECTION VIII

C



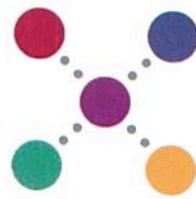
FINANCIAL IMPACT

Contractor:	Dice Communication
Amount of Request/Contract:	\$3,119.74
Amount Budgeted:	
Funding Source:	010-3800-400-3705
Additional Funds	\$
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start: Now	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

STAFF RECOMMENDATION: Approve
OTHER BOARDS & COMMISSIONS ASSIGNED: Date: Action:

Dice Communication - Annual Agreement



DICE
COMMUNICATIONS

We have prepared a quote for you

Upgrade the 8770 to the current release

Quote # 015021
Version 1

Prepared for:

Belton PD

Norman Shriver
nshriver@beltonpd.org

About Us

A more reliable and affordable partner.

We are committed to optimizing our customers' technology systems and providing them with the ideal customer service experience. We have a passion to bring the most innovative technology to our customers' fingertips. Our offering is not a generic service with limited functionality like many of the others currently on the market. Our offering is a full-fledged Enterprise solution that is scalable and reliable, and that will drive innovation, improve communication and responsiveness, and facilitate expansion of growth well into the future.

We deliver tailored recommendations for your organization that set you on a path to success. And better yet, we stand by you and support you along the way. Our customer satisfaction records speak for themselves.

Statement of Work

1. Project Overview

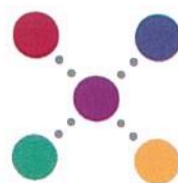
Belton PD is currently running Alcatel-Lucent Enterprise OXE 12.0 for its telephony platform which Alcatel-Lucent Enterprise has deemed end of phase out. It is recommended to upgrade to OXE 12.4 as well as Upgrade the 8770 Management system to version 4.2.

2. Prerequisites and Requirements

This section describes the Dice Communications prerequisites which must be satisfied by the customer before the services delivery. If these prerequisites are not satisfied, Dice Communications maintains the right to review the nature of services provided and to offer a new adapted proposal in cooperation with the customer.

The only software/licenses provided by Dice Communications are the upgrade software provided in the quotation. Client must maintain active Alcatel-Lucent Enterprise support throughout the duration.

No hardware is included in this proposal. Dice Communications is planning on utilizing the current Primary and Secondary Call Servers and upgrading the existing OmniVista 8770. If the existing OmniVista 8770 server does not meet AL-E's requirements, a new server or virtual machine should be supplied by the Client.



Statement of Work

3. Services Description

Dice Communications will support Belton PD in delivering the project according to the following scope of work.

Phase 1 – Backup Phone system

Backup CS1 and CS2

Backup OmniVista 8770

Phase 2 – Call Server

Upgrade Primary Call Server from OXE 12.0 to OXE 12.4

Upgrade Secondary Call Server from OXE 12.0 to OXE 12.4

Phase 3 – OmniVista 8770 Upgrade

Upgrade OmniVista 8770 from OV8770 4.0 to OV8770 4.2

Phase 4 - Testing

After upgrade is complete confirm all system is functional

- a. Test extension to extension calling
- b. Ensure voicemail is functioning including Auto attendants
- c. Confirm 8770 Operational
- d. Confirm Backup CS operation

Phase 5 – Backup system

Fully backup stable system.



Statement of Work

4. Notes, Assumptions and Exclusions

Notes:

- * Pricing assumes some work to be done during normal business hours.
- * Pricing does not include any cabling/wiring work.
- * Pricing does not include any hardware to new licenses, only upgrade licenses.

Assumptions:

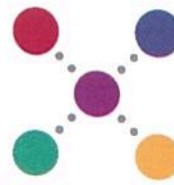
- * Client must adhere to all State, County and Town guidelines.
- * Unless otherwise noted, this quotation does not include any hardware, software, or new feature licensing.
- * Client to provide any VMWare and Microsoft Licenses.
- * Quotation does not include any taxes which may be applicable.

Exclusions:

- * Configuration of any equipment not specified in this offer.

Deliverable:

- * Upgraded phone system
- * Updated system documentation

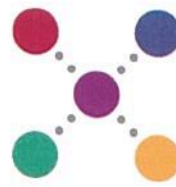


Hardware

Description		Price	Qty	Ext. Price
3BA09052KU	OmniVista 8770 release 4.2 upgrade software license	\$0.04	1	\$0.04
3BA09933JA	OmniVista 8770 upgrade free of charge - User license	\$0.04	1	\$0.04
3BA09018JA	Free of charge upgrade Stand-Alone	\$0.04	1	\$0.04
3BA09080KA	Alcatel-Lucent OmniPCX Enterprise R12.4 software license	\$0.04	1	\$0.04
3BA09084KA	Java Runtime Environment support renewal	\$0.09	1	\$0.09
3EY10002NA	OmniPCX Enterprise SPS - Renewal 1 year	\$1,156.78	1	\$1,156.78
3EY14001NA	OmniVista 8770 SPS - Renewal 1 year	\$652.71	1	\$652.71
NEW		\$0.00	1	\$0.00
Subtotal:				\$1,809.74

Labor

Description		Price	Qty	Ext. Price
LABOR-ENGINEER ALE VOICE	Labor-Engineer ALE Voice	\$150.00	8	\$1,200.00
LABOR-PROJECT MANAGEMENT	Labor-Engineer ALE Voice			
	Labor/Project Management	\$110.00	1	\$110.00
	Labor/Project Management			
Subtotal:				\$1,310.00



Upgrade the 8770 to the current release



Prepared by:

Headquarters

Kimberly Justice
402-991-8152
Fax 402-289-4208
kjjustice@dicellc.com

Prepared for:

Belton PD

7001 E. 163rd St.
Belton, MO 64012
Norman Shriver
(816) 348-4416
nshriver@beltonpd.org

Quote Information:

Quote #: 015021

Version: 1

Delivery Date: 12/17/2020

Expiration Date: 01/31/2021

Quote Summary

Description	Amount
Hardware	\$1,809.74
Labor	\$1,310.00
Total:	\$3,119.74

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Headquarters

Signature: _____

Kimberly Justice

Name: _____
Kimberly Justice

Title: _____
Director of Business Development

Date: _____
12/17/2020

Belton PD

Signature: _____

Name: _____
Norman Shriver

Date: _____

SECTION VIII

D



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: March 9, 2021
ASSIGNED STAFF: James R. Person
DEPARTMENT: Police

Approvals

Engineer:

Dept. Dir:

Attorney:

City

Admin.:

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

ISSUE/REQUEST: To approve the building security (video camera system) maintenance agreement from Kenton Brothers.

PROPOSED CITY COUNCIL MOTION: To renew a video camera system maintenance agreement from Kenton Brothers in the amount of \$6,300.00.

BACKGROUND: *(including location, programs/departments affected, and process issues)*

The agreement includes a one year equipment maintenance. The \$6,300.00 is in the FY21 budget for this maintenance agreement. Nothing has changed.

IMPACT /ANALYSIS:

This agreement helps with problems that might arise with either system along with a yearly cleaning and adjustment of all cameras.

FINANCIAL IMPACT

Contractor:	Kenton Brothers
Amount of Request/Contract:	\$6,300.00
Amount Budgeted:	
Funding Source:	010-3800-400-2015 General Fund
Additional Funds	\$
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start: Now	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

STAFF RECOMMENDATION: Approve
OTHER BOARDS & COMMISSIONS ASSIGNED: Date: Action:

Memo - Lt. Norman Shriver
Kenton Brothers -Security MSA Renewal 2021

BILL NO. 2021-

ORDINANCE NO. 2021-

Proposal: 7134-2-0

Security MSA renewal 2021

Prepared for:

Norman Shriver

Belton Police Department

7001 E 163rd St

Belton, MO 64012

P

E nshriver@beltonpd.org

W (816) 348-4416

Proposal Issued:
2/26/2021

Proposal Valid To:
3/28/2021

CLIENT INFORMATION

Name: Belton Police Department

Site

Belton Police Department
7001 E 163rd St, Lt. Norman
Shriver
Belton, MO 64012

Billing

Belton Police Department
7001 E 163rd St
Belton, MO 64012

Contact

Norman Shriver
(816) 348-4416
nshriver@beltonpd.org

PROJECT DESCRIPTION

Annual maintenance and support for security systems--to keep your systems healthy and maintain your security investment.

Maintenance Allotment--designated hours up to 3 man hours per month available to be on site for any type of labor required to keep your system healthy and operational. Labor only, no parts included. \$285/month billed annually.

Maintenance Plan/Preventive Maintenance--One time annual cleaning of cameras-pricing includes lift. \$240/month billed annually

Notes; Replacement parts/materials will be quoted separately.
Software update plans will be quoted separately.

Note: Special Terms and Conditions for City of Belton--attached--supersede Kenton Brothers general/standard terms and conditions.

PROJECT BUDGET

MSA

Annual Recurring:

Description

Maintenance Allotment

Basic Maintenance Plan

Ext.Price

3420

2880

Investment Summary

Total Proposal Amount

\$0.00

Annual Recurring

\$6,300.00

PROJECT INVESTMENT SUMMARY

System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the sum of: **\$0.00**, plus applicable taxes.

Payment Terms:

Provide a mobilization fee in the amount of **0%** of the installation fee upon formal approval to proceed with the project. Balance to be paid in progress payments as invoiced by Kenton Brothers with payment in full due upon system deployment completion.

Payment shall be Net 30 of invoice date.

PROJECT EXCLUSIONS, CLARIFICATIONS & ASSUMPTIONS

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

PROJECT ACCEPTANCE

Proposal Acceptance:

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

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

Recurring Charges:

Customer agrees to pay KB the sum of \$6,300.00 plus tax, if applicable, per year for the following included in this proposal, prepaid annually for a period of 12 months. Method of payment by Customer may be by check, money order, credit card or EFT (Electronic Funds Transfer). If EFT is desired Customer authorizes periodic debits from Customer's bank account as stated above.

- Maintenance Allotment
- Basic Maintenance Plan

AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "Agreement") is made and entered into effective as of February 26, 2021 (the "Effective Date") by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("KB") and the above-identified customer ("Customer"). By signing this Agreement, KB agrees to provide the security equipment, software and/or services identified in the schedule(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement (each a "Schedule" and collectively the "Schedules") and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Schedules.

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

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

Signature: _____

Title: **CEO**

Date: **3/1/21**

Accepted By: **Belton Police Department**
Name: **Norman Shriver**

Signature: _____

Title: _____

Date: _____

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

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

14. EXCULPATORY CLAUSE

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

15. CONFIDENTIAL INFORMATION

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

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

16. NOTICE TO OWNER

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

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

17. ARBITRATION OF DISPUTES

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

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

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

18. ATTORNEYS FEES AND COSTS

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

19. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

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

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

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

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

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

2. STANDARD TERMS AND CONDITIONS

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

3. SERVICES

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

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

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

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

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

4. EQUIPMENT AND SOFTWARE

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

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

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

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

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

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

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

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

5. MAINTENANCE AND SUPPORT SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

6. REMOTE VIDEO EQUIPMENT AND/OR ACCESS SERVICE

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

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

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

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

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

7. FEES AND PAYMENT

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

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

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

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

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

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

8. CUSTOMER OBLIGATIONS

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

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

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

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

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

9. THIRD PARTY CENTRAL OFFICE MONITORING

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

10. TERM; TERMINATION

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

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

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

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

11. RELATIONSHIP OF PARTIES

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

12. LIMITED WARRANTIES; DISCLAIMER OF ALL OTHER WARRANTIES

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

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

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

13. LIMITATION OF LIABILITY

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

14. INDEMNIFICATION BY CUSTOMER

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

SECTION VIII

E

A RESOLUTION REAPPOINTING SARAH BROOKS, JANE HULL, AND CAROLINE ALLEN AND APPOINTING SCOTT LYONS TO SERVE ON THE PUBLIC SAFETY SALES TAX OVERSIGHT COMMITTEE.

WHEREAS, on August 28, 2018, the City Council approved Resoltuion 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, Sarah Brook’s term expires April 1, 2021; she is hereby reappointed to serve as a member of the Public Safety Sales Tax Oversight Committee until April 1, 2024; and

WHEREAS, Jane Hull’s term expires April 1, 2021; she is hereby reappointed to serve as a member of the Public Safety Sales Tax Oversight Committee until April 1, 2024; and

WHEREAS, Caroline Allen’s term expires April 1, 2021; she is hereby reappointed to serve as a member of the Public Safety Sales Tax Oversight Committee until April 1, 2024; and

WHEREAS, James Person is retiring from the Police Department and his term expires April 1, 2023; and

WHEREAS, Scott Lyons is hereby appointed to serve as a member of the Public Safety Sales Tax Oversight Committee to fill James’ unexpired term 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:

<u>NAME</u>	<u>TERM</u>
Mark Graves, IAFF Local 42	April 1, 2022
Bill Peek, FOP	April 1, 2022
Martha Frasher	April 1, 2022
Daniel Heizman, IAFF Local 42 Alternate	April 1, 2022
Shane Trotter, FOP Alternate	April 1, 2022
Dean VanWinkle, City Council Liaison	April 1, 2022
John Sapp, Staff	April 1, 2023
Scott Lyons, Staff	April 1, 2023
Marsha Vest	April 1, 2023
Sarah E. Brooks	April 1, 2024

**Jane Hull
Caroline Allen**

**April 1, 2024
April 1, 2024**

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

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

Duly read and passed this 9th day of March, 2021.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 9th day of March, 2021, and adopted at a regular meeting of the City Council held the 9th day of March, 2021 by the following vote, to-wit:

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

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

SECTION VIII

:

R2021-15

A RESOLUTION APPROVING ACTIONS OF THE CITY MANAGER TO ENGAGE BREIT CONSTRUCTION, LLC FOR EMERGENCY STORMWATER REPAIRS LOCATED AT CROSSINGS ON APPLE VALLEY PARKWAY IN APPLE VALLEY SUBDIVISION AND RATIFYING TASK AGREEMENT NO. 2021-1 IN THE AMOUNT OF \$245,000.00.

WHEREAS, the streets in Apple Valley subdivision are collapsing from metal pipe being rusted and failing. The pipes that need to be replaced are the crossings on Apple Valley Parkway; and

WHEREAS, the City Manager, in conference with the Public Works Director and Stormwater Foreman, subsequently determined that emergency improvements were necessary and authorized immediate commencement of the work to resolve the emergency issue; and

WHEREAS, using On-Call Water, Wastewater, and Stormwater Services Agreement per Resolution 2019-32, Breit Construction, LLC was contacted for emergency repair services, traffic control, and finishing yard grading and restoration. Repair work is being completed with Task Agreement No. 2021-1 at a total cost of \$245,000.00; and

WHEREAS, the City Council believes that Task Agreement 2021-1 with Breit Construction, LLC accurately reflects the stormwater repairs performed at crossings on Apple Valley Parkway in Apple Valley subdivision on an emergency basis in the amount of \$245,000.00.

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

SECTION 1. That the action of the City Manager to engage Breit Construction, LLC on an emergency basis is hereby authorized and ratified.

SECTION 2. That Task Agreement No. 2021-1, herein attached and incorporated as **Exhibit A** to this Resolution, in the amount of \$245,000.00 is hereby authorized and ratified.

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

Duly read and passed this ____ day of _____, 2021.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of ____, 2021, and adopted at a regular meeting of the City Council held the ____ day of ____, 2021 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: March 9, 2021

DIVISION: Public Works/Transportation

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

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

ISSUE/RECOMMENDATION:

The streets in Apple Valley subdivision are collapsing from metal pipe being rusted and failing. The pipes that need to be replaced are the crossings on Apple Valley Parkway. The City Manager, in conference with the Public Works Director and Stormwater Foreman, subsequently determined that emergency improvements were necessary and authorized immediate commencement of the work to resolve the emergency issue.

Using On-Call Water, Wastewater, and Stormwater Services Agreement per Resolution 2019-32, Breit Construction, LLC was contacted for emergency repair services, traffic control, and finishing yard grading and restoration. Repair work is being completed with Task Agreement No. 2021-1 at a total cost of \$245,000.00.

FINANCIAL IMPACT

Contractor:	Breit Construction, LLC
Amount of Request/Contract:	\$ 245,000.00
Funding Source:	225-0000-400-4027

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency stormwater repairs located at crossings on Apple Valley Parkway in Apple Valley subdivision and ratifying Task Agreement No. 2021-1 in the amount of \$245,000.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Task Agreement 2021-1 and Scope of Work



City of Belton – Public Works Task Agreement

Contract: On-Call Water, Wastewater, and Stormwater Services Agreement (R2019-32)

Ordinance or Resolution:

Task Agreement No: 2021-1

Funding Amount: \$245,000.00

Date of Schedule of
Hourly Rates and Expenses:

Purchase Order No:

Project Title: Emergency Apple Valley Parkway Crossings Stormwater Repairs

Contractor/Consultant (including subs): Breit Construction, LLC

Division and Staff Project Manager: Greg Rokos, Public Works Director;
Haden Mattke, Engineer 1

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.):

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

Emergency Apple Valley Parkway Crossings – excavate and replace failing CMP storm pipe with HDPE and RCP in Apple Valley Subdivision

Staff Signatures

Public Works Director:
Greg Rokos

City Manager:
Alexa Barton

Signature:

Signature:

Date: 03/03/2021

Date:

Partner Signatures

Project Manager:

Company Principal (if different):

Signature:

Signature:

Date:

Date:

3/3/2021

Project Type:

Design

Construction

Property
Acquisition

Conceptual –
Problem
Solving

Surveying

Project Discipline(s):

Transportation

Planning

Water

Wastewater

Stormwater

Report(s) Received:

Work on File:

Attach scope of work, budget, and other supporting material.

SECTION L

5

AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2021 ADOPTED CITY BUDGET FOR THE PURPOSE OF RETURNING A PORTION OF FUNDS TRANSFERRED BY THE WATER FUND TO THE GENERAL FUND FOR REIMBURSEMENT OF ADMINISTRATIVE COSTS.

WHEREAS, on March 10, 2020 under Ordinance No. 2020-09, the City Council approved the Fiscal Year 2021 City Budget; and

WHEREAS, a calculation reconciling the amounts budgeted for administrative costs paid by the General Fund to actual amounts paid by the General Fund indicate that the Water Fund transferred excess funds in FY2018 in the amount of \$70,938; and

WHEREAS, a calculation reconciling the amounts budgeted for administrative costs paid by the General Fund to actual amounts paid by the General Fund indicate that the Water Fund transferred excess funds in FY2019 in the amount of \$93,049; and

WHEREAS, a calculation reconciling the amounts budgeted for administrative costs paid by the General Fund to actual amounts paid by the General Fund indicate that the Water Fund transferred excess funds in FY2020 in the amount of \$66,806.

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

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

DECREASE the balance by \$ 230,793 (whole dollars) of Revenue line item, # 010-0000-340-0500 , named Water Overhead Allocation.

DECREASE the balance by \$ 230,793 (whole dollars) of Expenditure line item, # 010-1000-400-9000 , named Rainy Day .

FOR THE PURPOSE OF: Reducing the funds appropriated for transfers from the water fund to reimburse for administrative costs.

SECTION 2. In the Water Fund, # 662...

DECREASE the balance by \$ 230,793 (whole dollars) of Expense line item, # 662-0000-400-3105 , named Overhead Allocation.

INCREASE the balance by \$ 230,793 (whole dollars) of Expense line item, # 662-0000-400-9000495-7300 , named ~~Rainy Day~~Capital Outlay – Improvements – Water Line Replacement (Project WT2102) .

FOR THE PURPOSE OF: Decreasing the funds appropriated for transfers to reimburse the General Fund for administrative costs paid and appropriating those dollars to be used for water line replacement.

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

READ FOR THE FIRST TIME: February 23, 2021
READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2021.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2021, and thereafter adopted as Ordinance No. 2021-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

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

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

SECTION X

C

AN ORDINANCE AMENDING SECTIONS: 42-36, RATES INSIDE THE CITY; 42-38, WATER RATES FOR APPROVED WATER DISTRICTS OR LOCAL GOVERNMENTS; 42-39, RATES FOR WATER CONSUMED OUTSIDE CITY; 42-296, SEWER SYSTEM USER RATES; OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BELTON, MISSOURI.

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

SECTION 1. That Section 42-36 of the Unified Development Code of the City of Belton

Missouri is hereby amended to read as follows:

Section 42-36. Rates inside city.

(a) Schedule from April 1, ~~2020~~2021: In all residential instances, the rate schedule for water use within the corporate limits beginning April 1, ~~2020~~2021, billing shall be as follows:

- (1) Fifteen hundred (1,500) gallons minimum-- ~~\$15.40~~16.63
- (2) Debt service rate -- \$6.11
- (3) Fifteen hundred one (1,501) gallons and over--~~\$1.1538~~1.2438 per one hundred (100) gallons of metered water.

(b) Schedule from April 1, ~~2020~~2021: In all non-residential instances, the rate schedule for water use within the corporate limits beginning April 1, ~~2020~~2021, billing shall be as follows:

- (1) Fifteen hundred (1,500) gallons minimum-- ~~\$15.40~~16.63
- (2) Debt service rate-- \$12.36
- (3) Fifteen hundred one (1,501) gallons and over--~~\$1.1538~~1.2438 per one hundred (100) gallons of metered water.

SECTION 2. That Section 42-38 of the Unified Development Code of the City of Belton,

Missouri is hereby amended to read as follows:

Sec. 42-38. Water rates for approved water districts or local governments.

(a) In all instances, the rates for water provided to approved water districts or other local government entities for resale to their own customers outside the City of Belton, beginning with the April 1, ~~2020~~2021, billing, shall be as follows:
~~\$0.6878~~7428 per one hundred (100) gallons

- (b) The rate established herein shall be available only to those water districts or other local government entities specifically approved by the City Council and shall be increased annually, effective April 1, ~~2020~~2021, by no less than the percentage of increase applied to retail water customers, or as otherwise changed by amendment to the City Code.

SECTION 3. That Section 42-39 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

Section 42-39. Rates for water consumed outside city.

- (a) Schedule from April 1, ~~2020~~2021. In all instances the rates scheduled for water provided by the city outside the city limits for residential household use beginning with the April 1, ~~2020~~2021, billing shall be as follows:
- (1) Fifteen hundred (1,500) gallons minimum-- ~~\$17.73~~19.15
 - (2) Debt service rate-- \$6.11
 - (3) Fifteen hundred one (1,501) gallons and over--~~\$1.3083~~1.4130 per one hundred (100) gallons of metered water.
- (b) Schedule from April 1, ~~2020~~2021. In all instances the rates scheduled for water provided by the city outside the city limits for non-residential use beginning with the April 1, ~~2020~~2021, billing shall be as follows:
- (4) Fifteen hundred (1,500) gallons minimum-- ~~\$17.73~~19.15
 - (5) Debt service rate-- \$12.36
 - (6) Fifteen hundred one (1,501) gallons and over--~~\$1.3083~~1.4130 per one hundred (100) gallons of metered water.

SECTION 4. That Section 42-296 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

Section 42-296. Sewer system user rates.

- (a) *General.* Each user or contributor shall pay for the services provided by the City of Belton Sewer System based on the sewer user's choice of two calculation methods. Each user will determine which method of calculation is best for their household. No sewer service shall be furnished or rendered free of charge to any person.
- (1) The volumetric method. Monthly user charges shall be based on water usage as determined by water meter readings during the month.

- (2) The winter average method. Monthly user charges shall be based on water usage as determined by water meter readings during the month of December, January, and February ("test period") and be effective with cycle billings in May following the test period. Such average water usage thus determined shall remain the basis for determining the contributor's monthly sewer charge until a new average consumption is determined following the next test period. If a residential user or contributor has not established a December, January, and February average, such contributor's user charge shall be the mean charge of all other residential contributors.
- (b) Residential contributors. "Residential contributors" shall mean any contributor to the city's sewer collection system whose structure is exclusively used for domestic dwelling purposes with no more than two (2) dwelling units on each separate water meter. Users of a portion of a structure which portion is separately metered for water use and is used exclusively as a dwelling are also classified as residential contributors. Residential contributors shall not include the users of hotels, motels, boardinghouses, nursing homes, residence halls, or multi-unit residential complexes served by a common water meter or meters. Exceptions may include contributors with a service contract approved by the City Council.
- (c) Nonresidential contributors. For all contributors, including industrial, commercial, or multi-unit residential complexes served by a common water meter or meters, monthly sewer user charges shall be based on the volumetric method of calculation of water usage as determined by water meter readings during the month, except as provided herein.
- (1) If a nonresidential contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collection system, the user charge for that contributor may be based on a wastewater meter(s) or separate water meter(s) installed and maintained at the contributor's expense and in a manner acceptable to the city.
- (2) Nonresidential contributors arranging temporary service for a construction site may choose to be charged for monthly sewer charges by either the volumetric method or by the winter average method allowed for residential contributors. The selection

of a winter average sewer billing method for temporary construction site services shall be effective until establishment of a permanent service account but in no event longer than twelve (12) monthly billing periods. The selection of either option may not be revoked by the customer after the temporary account is established except as provided herein. The winter average for such temporary services shall be based on the average monthly water usage for all residential customers as may be determined from time to time by the city. The provisions of subparagraph (2) shall not apply to construction sites for expansions or remodeling of an existing permanent sewer service site.

(d) City sewer rates:

- (1) Schedule from April 1, 2020: In all residential instances the rate schedule for sewer use within the corporate limits beginning with the April 1, 2020 billing shall be as follows:
 - a. Fifteen hundred (1,500) gallons minimum-- \$13.91 volumetric method/\$15.72 winter month average
 - b. Debt service rate-- \$11.52
 - c. Volumetric method: fifteen hundred one (1,501) gallons and over- \$1.6002 per one hundred (100) gallons of metered water. Winter month average: fifteen hundred one (1,501) gallons and over- \$1.7213 per one hundred (100) gallons of metered water based on the winter average.
- (2) Schedule from April 1, 2020: In all non-residential instances the rate schedule for water use within the corporate limits beginning with the April 1, 2020 billing, shall be as follows:
 - a. Fifteen hundred (1,500) gallons minimum-- \$13.91
 - b. Debt service rate-- \$17.77
 - c. Fifteen hundred one (1,501) gallons and over-\$1.6002 per one hundred (100) gallons of metered water.
- (3) Sewer Rates for residential contributors outside city- Schedule from April 1, 2020: In all residential instances the rate schedule for water use outside the corporate limits beginning with the April 1, 2020 billing, shall be as follows:

- a. Fifteen hundred (1,500) gallons minimum-- \$19.92 volumetric method/\$22.19 winter month average
 - b. Debt service rate-- \$11.52
 - c. Volumetric method: fifteen hundred one (1,501) gallons and over-\$2.0003 per one hundred (100) gallons of metered water. Winter month average: fifteen hundred one (1,501) gallons and over-\$2.1520 per one hundred (100) gallons of metered water.
- (4) Sewer Rates for non-residential contributors outside city- Schedule from April 1, 2020: In all non-residential instances the rate schedule for water use outside the corporate limits beginning with the April 1, 2019 billing, shall be as follows:
- a. Fifteen hundred (1,500) gallons minimum-- \$19.92
 - b. Debt service rate-- \$17.77
 - c. Volumetric method: fifteen hundred one (1,501) gallons and over-\$2.0003 per one hundred (100) gallons of metered water. Winter month average: not available.

SECTION 5. Any and all new rates established herein shall be effective with any billing from and after April 1, ~~2020~~2021.

SECTION 6. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 7. This ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2021.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2021, and thereafter adopted as Ordinance No. 2021-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

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

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

SECTION X

D

BILL NO. 2021-11

ORDINANCE NO.

AN ORDINANCE APPROVING THE PROPOSED FISCAL YEAR 2022 CITY BUDGET, AS REVISED, AND APPROPRIATING FUNDS FROM THE REVENUES OF THE CITY.

WHEREAS, Section 12.5 of the Charter of the City of Belton, Missouri requires the City Council to adopt a budget for the city on or before the last day of the month of the fiscal year currently ending for the next fiscal year; and

WHEREAS, the Director of Finance published the public hearing notice in the Cass County Democrat Missourian on February 5, 2021, stating the times and places where copies of the message and budget were available for inspection by the public and the date and time of the public hearing before the City Council; and

WHEREAS, the public hearing before the City Council was held February 23, 2021, at 6:00 pm.

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

Section 1. That the annual budget of the City of Belton, Missouri for the fiscal year beginning April 1, 2021, and ending March 31, 2022, as submitted by the City Manager on January 22, 2021, and as revised by the City Council, is hereby approved.

Section 2. That all budgeted revenues in excess of budgeted expenses in any fund be appropriated to the fund's Rainy Day budgetary line item.

Section 3. That any future budget amendments shall be approved by ordinance of the City Council.

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

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2021.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2021, and thereafter adopted as Ordinance No. 2021-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

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

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

SECTION X

E

AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2021 ADOPTED CITY BUDGET FOR THE PURPOSE OF INCREASING THE BUDGET FOR THE PUBLIC WORKS TRUCKS PURCHASE AND DECREASING THE BUDGET FOR THE INSPECTIONS DEPARTMENT.

WHEREAS, on March 10, 2020 under Ordinance No. 2020-09, the City Council approved the Fiscal Year 2021 City Budget; and

WHEREAS, the Public Works Department shall purchase two trucks to replace cars being transferred to the Inspections Department; and

WHEREAS, the cost for these trucks is \$31,864/each (\$63,728) utilizing bids reviewed from the Missouri Department of Transportation (MoDOT) State Contract for fleet vehicles. The State of Missouri Procurement Office evaluates vehicle dealerships in the state of Missouri using lowest cost and best practices criteria and selected Joe Machens Ford Lincoln to provide Ford vehicles for this statewide contract.

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

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

DECREASE the balance by \$ 48,000 (whole dollars) of Expenditure line item, # 010-, named 4400-495-7500 – Capital Outlay – Vehicles (IN2101).

INCREASE the balance by \$ 48,000 (whole dollars) of Expenditure line item, # 010-1000-400-8525 , named Transfer to Street Fund.

FOR THE PURPOSE OF: Reducing the funds appropriated for Inspections vehicles and transferring those funds to the Street fund.

SECTION 2. In the Street Fund, # 225...

INCREASE the balance by \$ 48,000 (whole dollars) of Expenditure line item, # 225-0000-495-7500 , named Capital Outlay – Street Vehicles – Truck Replacement.

INCREASE the balance by \$ 48,000 (whole dollars) of Revenue line item, # 225-0000-391-1000 , named Transfer from General Fund.

FOR THE PURPOSE OF: Increasing the funds appropriated for the new trucks.

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

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2021

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ of _____, 2021, and thereafter adopted as Ordinance No. 2021-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON

CITY COUNCIL INFORMATION FORM

AGENDA DATE: March 9, 2021

DIVISION: Public Works

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

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

ISSUE/RECOMMENDATION:

The Public Works Department is continuing to work on ensuring its fleet of vehicles are the right type of vehicles to be of best use in daily operations. Bids were reviewed for two 2022 Ford F350 Regular Cab 4x4 trucks to be purchased with FY2021 funds to be used in the Engineering Division. Plows and spreaders for these trucks will be purchased later so they are available for snow removal.

Bids were reviewed using the Missouri Department of Transportation (MoDOT) State Contract for fleet vehicles. The State of Missouri procurement office evaluates vehicle dealerships in Missouri using lowest cost and best practices criteria and selected Joe Machens Ford Lincoln to provide Ford vehicles for this statewide contract.

Staff recommends purchasing two 2022 F350 Regular Cab 4x4 trucks using the MoDOT State Contract for fleet vehicles with F2021 budget-approved funds in Inspections and Public Works Transportation. When the two trucks come in, two vehicles (cars) from Public Works Engineering will be transferred to Inspections for their best use.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Joe Machens Ford Lincoln
Amount of Request/Contract: \$	63,728.00
Funding Source:	010-4400-495-7500 (\$48,000); 225-0000-495-7500 (\$15,728)

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve an ordinance approving the reappropriation and revision of the City of Belton Fiscal Year 2021 Adopted City Budget for the purpose of increasing the budget for the Public Works trucks purchase and decreasing the budget for the Inspections Department.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- MoDOT State Contract for Fleet Vehicles Joe Machens Ford Lincoln 2022 Ford F350 Regular Cab 4x4 Truck Quote

JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

February 17, 2021

State Contract # 605CO21000601

City of Belton

Subject: Joe Machens Proposal on a **2022 Ford F350 Regular Cab 4x4**

To: Whom it May Concern;

As per the requested quote on a 2022 Ford F350, Joe Machens Ford proposes the following. The Ford F350 includes the factory standard options. This proposed unit also has the standard options from the State Contract as other options as noted below.

Item 4C Price – Dealer Code – Option, Included Equipment

\$29,389 – F3B – 2022 Ford F350

Regular Cab (F3B)

4 Wheel Drive

6.2L V8 Gas Engine (996)

8' Pick-Up Bed (142)

56" cab to axle

Standard Rear Axle

Automatic Transmission

Air Conditioning

Tow Mirrors

Manual Windows, Locks, Mirrors

Standard GVWR

4 wheels disc brakes – ABS

All Season Tires plus spare (512)

Trailer Brake Controller (52B)

Cruise control (525)

Vinyl Flooring

Vinyl Seats 40/20/40 (AS)

AM/FM Radio

Single Rear Wheels

Daytime Running Lights

Rear Camera

Bluetooth

Tow Package to incl. Receiver/wiring

Optional Equipment w/ Ford (Price – Dealer Code – Option) (included in Total below):

\$865 – 90L – Power Equipment Group (windows, locks, mirrors, key fobs)

\$250 – 473 – Snowplow Prep Pkg

\$440 – 18B – Running Boards

\$390 – X4M – Limited Slip (4.30)...or... (3.73 is avail)

\$160 – 66S – Upfitter Switches

\$370 – 85G – Tailgate Step

\$0 – Z1 – Exterior Color: Oxford White

\$0 – AS – Interior: Vinyl Bench Seat 40/20/40

\$0 – CPU – Customer pickup...or... Delivery \$150

Total

\$31,864 per (2022 Ford F350 Regular Cab 4x4)

Other Options to consider (Add to Total above if desired):

(-\$200) – 66D – 8' Pickup Bed Delete @ Factory (req's Rear Camera Prep Pkg)

\$410 – 872 – Rear Camera Prep Pkg (to be installed by upfitter for \$200)

\$200 – 86M – Dual Batteries

\$90 – 592 – Roof Clearance Lights

\$650 – LNX – Spray in Bedliner

\$2,600 – Line 2G / 99N – 7.3L V8 Gas Engine in lieu of 6.2L V8 6.7L Diesel

\$8,900 – Line 2G / 99T – 6.7L Diesel Engine in lieu of 6.2L V8

\$95 – 1S – Interior: Cloth Bench Seat 40/20/40, in lieu of Vinyl

\$450 – 913 – Bluetooth w/ SYNC 3 to incl 8" screen, 110V/400W Outlet (Req's Power Equip)

...continued on following page...



JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

- \$190** – 924 / 43B – Rear Privacy Glass & Defroster (Req's Power Equipment Grp)
- \$180** – TBM – LT245/75Rx17E BSW AT Tires in lieu of AS (N/A w/ STX Pkg)
- \$460** – TCD – LT265/70Rx17E OWL AT Tires in lieu of AS
- \$610** – 4S – Interior: Grey Cloth Captains Charis (no center console / seat) rear bench
- \$350** – PTS – 3rd Set of Keys or Key FOBS
- \$450** – 595 / 17F – Fog Lights & Chrome Bumpers (N/A w/ STX Pkg)
- \$610** – 4S – Interior: Grey Cloth Captains Charis (no center console / seat) rear bench
(Front seats do not have a center console or seat in center section. Space is deleted for upfit of an aftermarket console)
- \$140** – 76C – Exterior Back up Alarm
- \$750** – 53W / 15J – Gooseneck Hitch Prep Pkg & Gooseneck Hitch Kit (Factory)
- \$290** – TDU – LT275/70Rx18E OWL A/T in lieu of A/S BSW (Avail with STX only)
- \$1,820** – 17S – STX Appearance Pkg, to incl...(N/A w/ Fog Lamps)
 - Bright Chrome Grille • Mesh Grille (std w/6.7L Diesel DRW only) • Bright Hub Covers
 - Chrome Front and Rear Step Bumpers • STX Fender Vent Badge
 - 18" Sparkle Silver Painted Cast Aluminum Wheels (648) (F-250/F-350 SRW)
 - Tires: LT275/65Rx18E BSW A/S (TCH)
- \$640** – 60B – BLIS (Blind Spot Monitors in Mirrors) (Req's Power Equipment Grp)
- \$100** – 41H – Engine Block Heater
- \$90** – 592 – Roof Clearance Lights
- \$350** – LNX – Undercoating
- \$130** – 61S / 62S – Molded Mud flaps Front and Rear
- \$160** – 66S – Upfitter Switches

Joe Machens Ford appreciates your business, and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells, Fleet Manager, Joe Machens Ford, 573-445-4411, ksells@machens.com



SECTION X

F

AN ORDINANCE APPROVING AN AMENDMENT TO THE CITY'S ZONING MAP FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT, FOR 1.90 ACRES OF THE PARCEL LOCATED ON THE SOUTH SIDE OF EAST NORTH AVENUE AT APPLE VALLEY PARKWAY, BELTON, CASS COUNTY, MISSOURI.

WHEREAS, a request was submitted to rezone 1.90 acres of the parcel located on the South side of East North Avenue at Apple Valley Parkway, more specifically described in **Exhibit A** attached hereto and incorporated as if fully set forth herein; and

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

WHEREAS, after due public notice in the manner prescribed by law, a public hearing was held before the Belton Planning Commission on March 1, 2021 in accordance with Missouri law and the provisions of the Unified Development Code Section 20-2- Procedure for Zoning Map and Text Amendments; and

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

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

WHEREAS, the City Council believes it is in the best interest of the City to rezone this tract of land to C-2 General Commercial District.

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

Section 1. That the City Council of the City of Belton hereby concurs with the recommendation of the Planning Commission and approves the rezoning of the subject property more specifically described in **Exhibit A** attached hereto and incorporated as if fully set forth herein, from R-1 Single Family Residential District to C-2 General Commercial District.

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

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

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

READ FOR THE FIRST TIME: MARCH 9, 2021

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2021.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2021, and thereafter adopted as Ordinance No. 2021-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: March 9, 2021

DIVISION: Planning and Building Department

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

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

ISSUE/RECOMMENDATION:

An amendment to the City's Zoning Map from an R-1 Single Family Residential District to a C-2 General Commercial District for a 1.90-acre site located on the South side of East North Avenue at Apple Valley Parkway.

BACKGROUND:

On March 1, 2021, the Planning Commission approved a rezoning and related Preliminary Development Plan to permit the development of the Apple Valley Crossing, consisting of two (2) retail buildings on a 1.90-acre site.

This application was filed to rezone the existing R-1 Single Family Residential District at East North Avenue and Apple Valley Parkway to a C-2 General Commercial District. The plan generally meets all requirements of the C-2 General Commercial District. The C-2 district is intended to provide mid-size retail and commercial businesses along commercial corridors.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission convened a public hearing on March 1, 2021. At the conclusion of the public hearing, the Planning Commission recommended approval with conditions, of the rezoning from the R-1 Single Family Residential District to a C-2 General Commercial District. The Planning Commission vote was 7 to 0 in support of the application.

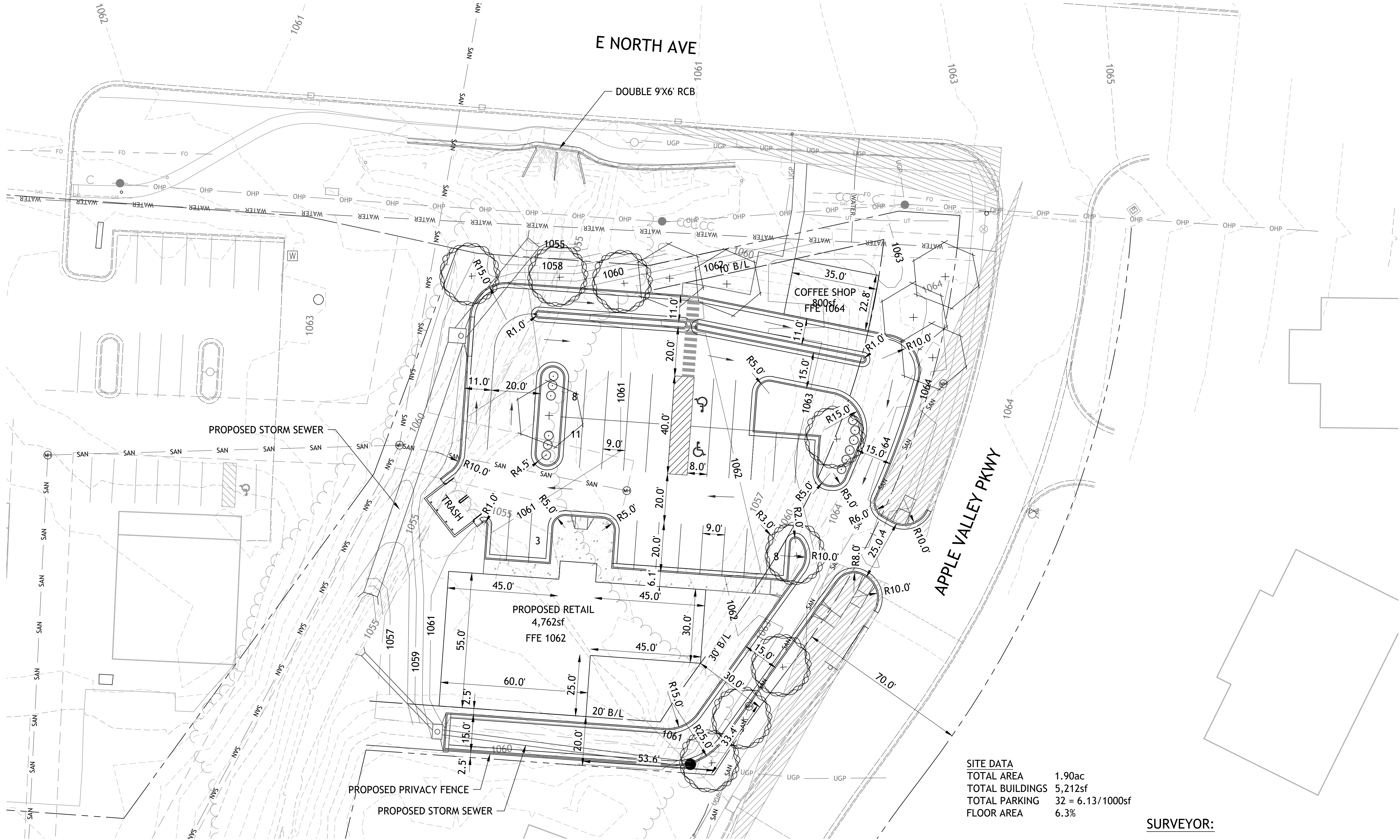
LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Preliminary Development Plan – 1 page
2. Exterior Elevations – 1 page
3. Area Map

EXHIBIT A

All that part of the Southwest Quarter of Section 12, Township 46 North, Range 33 West, in the City of Belton, Cass County, Missouri more particularly described as follows:

Block 3, Replat of Resurvey of Blocks 2 and 3, Apple Valley Subdivision to the City of Belton, Cass County, MO.



SITE DATA
TOTAL AREA 1.90ac
TOTAL BUILDINGS 5,212sf
TOTAL PARKING 32 = 6.13/1000sf
FLOOR AREA 6.3%

SURVEYOR:

ENGINEERING SOLUTION, LLC
50 SE 30TH STREET
LEE'S SUMMIT, MO 64082
P:(816) 623-9888 F:(816)623-9849

OWNER:

Y. BELTON LLC
7217 W. 110th ST
OVERLAND PARK, KS 66210

ARCHITECT

RUSS EHMEN ARCHITECT
5702 SW MAPLE RIDGE
TRIMBLE, MO 64492

ENGINEER

SM ENGINEERING
5507 HIGH MEADOW CIRCLE
MANHATTAN, KS 66503

LANDSCAPE DATA:

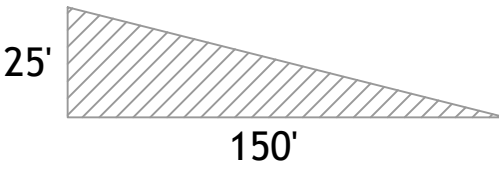
APPLE VALLEY PKWY 253'
REQUIRED
1 SHADE / 40' STREET FRONTAGE = 6
PROVIDED = 6

E NORTH AVE 199'
REQUIRED
1 SHADE / 40' STREET FRONTAGE = 5
PROVIDED = 5

INTERIOR PARKING
31 PARKING STALLS
REQUIRED
1 SHADE 3 SHRUBS / 10 PARKING STALLS
3 TREES AND 9 SHRUBS

PROVIDED
3 SHADE
12 SHRUBS

SITE TRIANGLE



Tree List

Symbol	Quantity	Common Name	Botanical Name	Size	Condition	Spacing
	8	October Glory Maple	Acer Rubrum 'October Glory'	As Shown	2.5" cal	BB
	6	Skyline Honeylocust	Gleditsia Triacanthos 'Skyline'	As Shown	2.5" cal	BB

Shrub List

Symbol	Quantity	Common Name	Botanical Name	Size	Condition	Spacing
	14	Seagreen Juniper	Juniperus Chinensis 'Seagreen'	3 gal.	Cont.	As Shown
	32	Feather Reed Grass	Calamagrostis Acutiflora 'Karl Foerster'	3 gal.	Cont.	As Shown



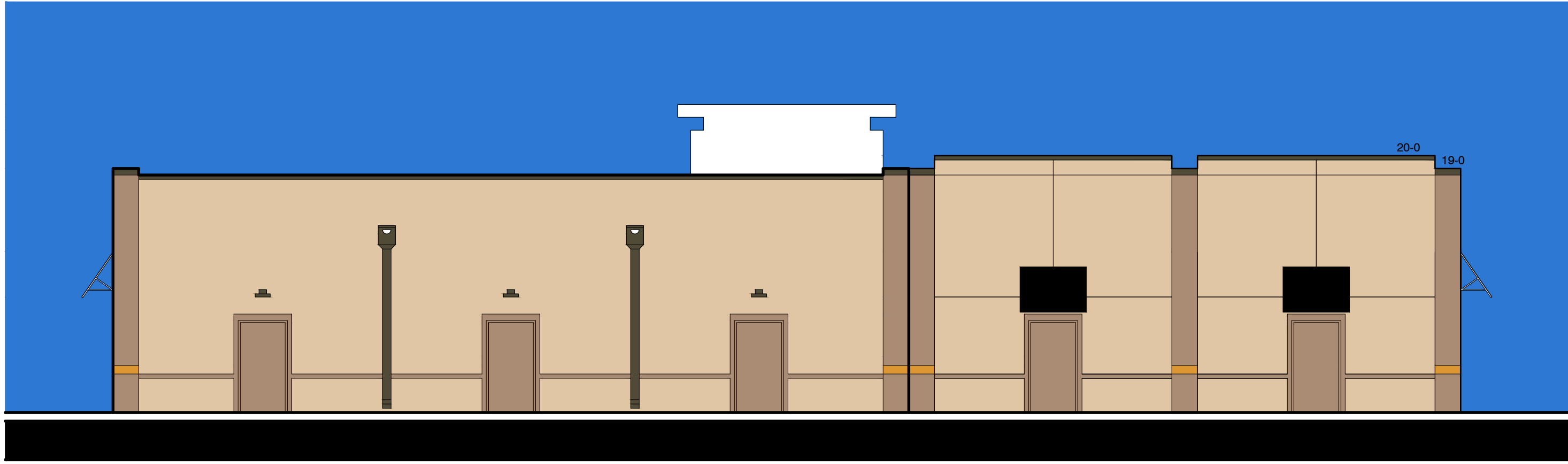
East Elevation



North Elevation



West Elevation



South Elevation

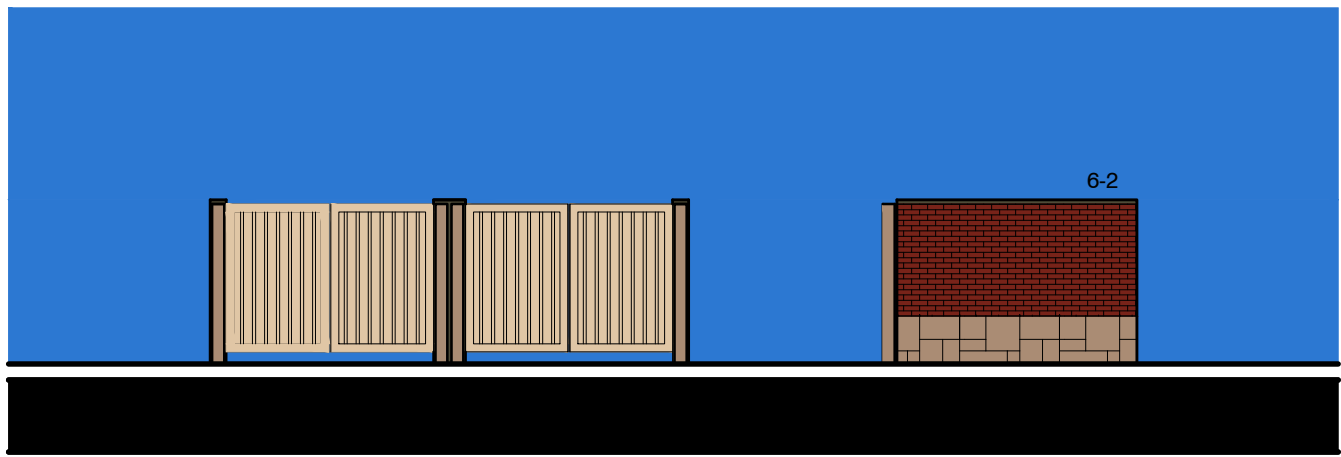
Retail Building
1/8" = 1'-0"
0 10 20



West Elevation



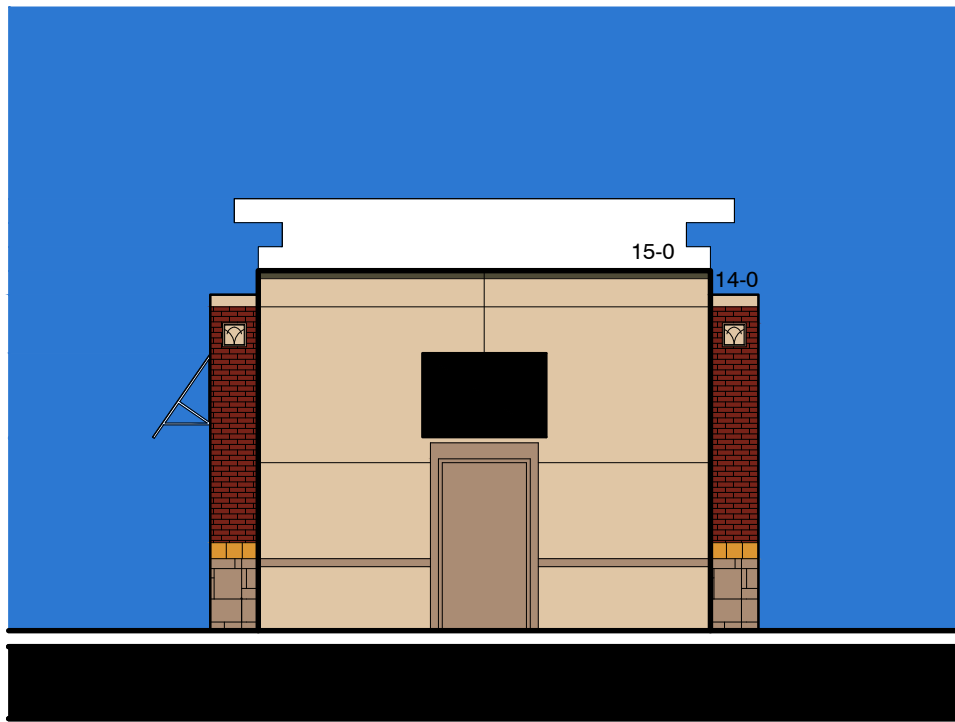
South Elevation



Front Elevation

Side Elevation

Trash Enclosure
1/8" = 1'-0"
0 10 20



East Elevation



North Elevation

Kiosk Building
1/8" = 1'-0"
0 10 20

Exterior Finish Schedule



FB1 Modular Face Brick
'Endicott Brick' 77 Medium Ironspot Velour standard modular units . running bond with standard tooled concave mortar joints



FB2 8x8 Brick Units
'Endicott Brick' Desert Ironspot Light Velour 8x8 units . standard tooled concave mortar joints



NSV1 Native Stone Veneer
Native flagstone Castle Stone pattern 3.5" veneer depth . random sizes in drystack installation



AAS Anodized Aluminum Storefront
Dark bronze finish anodized aluminum storefront system with nominal 1 3/4" x 4 1/2" frame . clear 1" insulated glazing



SPS1 Synthetic Plaster System
Class PB 'Dryvit' Quartzputz Finish 108A Eggshell Cream



SPS2 Synthetic Plaster System
Class PB 'Dryvit' Sandpebble Finish 383 Honey Twist



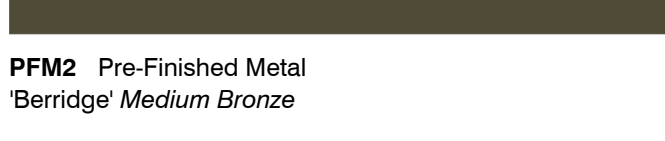
PNT1 Eggshell Alkyd Enamel
'Sherwin Williams' SW7531 Canvas Tan



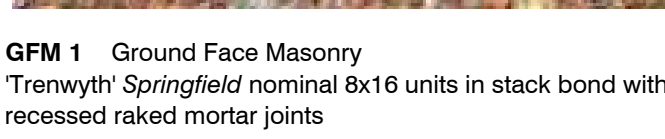
PNT2 Satin Latex
'Sherwin Williams' SW7537 Irish Cream



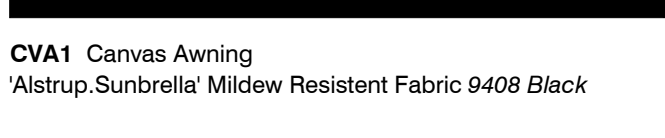
PFM1 Pre-Finished Metal
'Berridge' Copper-Cote



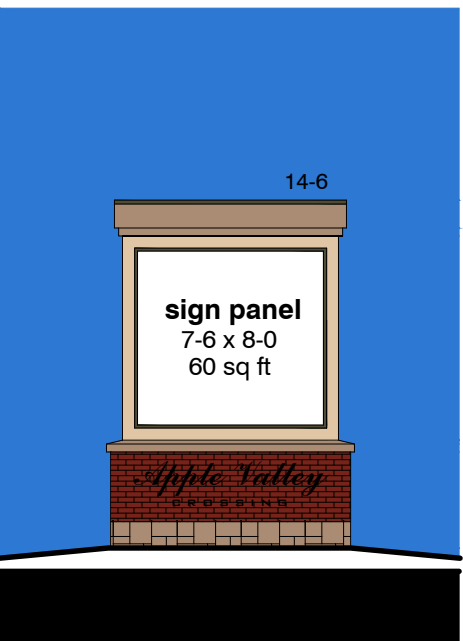
PFM2 Pre-Finished Metal
'Berridge' Medium Bronze



GFM1 Ground Face Masonry
'Trenwyth' Springfield nominal 8x16 units in stack bond with recessed raked mortar joints



CVA1 Canvas Awning
'Alstrup Sunbrella' Mildew Resistent Fabric 9408 Black



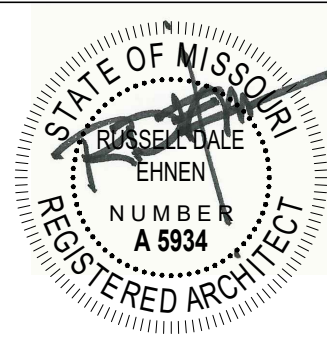
Elevation

Site Signage
1/8" = 1'-0"
0 10 20

Russ Ehnert
architect

5702 SW Maple Ridge
Trimble, Missouri 64492
russehnert@aol.com
816 . 786 . 6300

Drawings and/or Specifications are original proprietary work and property of the Architect intended for the specifically titled project. Use of items contained herein without consent of Architect for titled or other projects is prohibited. Drawings illustrate best information available to Architect. Field verification of actual elements, conditions, and dimensions is required.



signed 4 February 2021
Project Number 2004.00

ADA Compliance Certification
To best of my professional knowledge, the facility as indicated is in compliance with the Americans with Disabilities Act, including the current ADA Title III Design Guidelines.

Russell Dale Ehnert
Missouri Architect A 5934

Revisions

commercial center development
Apple Valley Crossing
Missouri Highway 58 at Apple Valley Parkway
Belton, Missouri

sheet

A1
preliminary
Elevations
planning dept submittal
4 February 2021

ArcGIS Web Map



2/26/2021, 10:24:56 AM

Aerial_MARC_2020_6in.tif



Red: Band_1



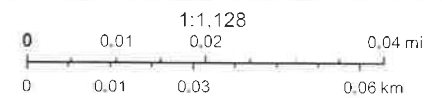
Green: Band_2



Blue: Band_3

Streets

Belton_Parcels



GeoEye, Maxar, Microsoft, Esri Community Maps Contributors, Kansas City, MO, County of Cass, MO, Missouri Dept. of Conservation, Missouri DNR, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA,

ArcGIS Web AppBuilder
Maxar, Microsoft | Esri Community Maps Contributors, Kansas City, MO, County of Cass, MO, Missouri Dept. of Conservation, Missouri DNR, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA |

SECTION X

G

AN ORDINANCE TERMINATING THE BELTON TOWN CENTRE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA, AS CREATED BY THE BELTON TOWN CENTRE TAX INCREMENT FINANCING PLAN AND DISSOLVING THE BELTON TOWN CENTRE TAX INCREMENT FINANCING SPECIAL ALLOCATION FUND.

WHEREAS, on October 23, 2001, the City Council adopted Ordinance No. 2001-2832 which approved the Belton Town Centre Tax Increment Financing Plan (“**Redevelopment Plan**”) in an area described in the Redevelopment Plan (the “**Redevelopment Area**”), designating Home Depot U.S.A., Inc and D.J. Christie, Inc.. (the “**Developers**”) as the developers for the redevelopment project(s) (“**Redevelopment Project**”), and authorizing the City to enter into a development agreement with the Developers to provide for the implementation of the Redevelopment Plan; and

WHEREAS, all costs of the Redevelopment Projects have been paid; and

WHEREAS, all excess monies remaining in the Special Allocation Fund shall be paid to the Cass County Collector for payment to the taxing districts impacted by the Redevelopment Plan, in accordance with Section 99.845 and 99.850 of the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.864 of the Revised Statutes of Missouri, as amended, (the “**Act**”); and

WHEREAS, the City Council desires to make clear that the tax increment financing for the Redevelopment Plan and the designation of the Redevelopment Area of the Redevelopment Plan is terminated and direct the City Clerk to send copies of this ordinance to the necessary officials of Cass County.

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

- Section 1.** Based upon the foregoing recitals, incorporated as if fully set forth herein, the City Council hereby terminates the Belton Town Centre Tax Increment Financing Plan and the designation of the Redevelopment Area as a “redevelopment area” pursuant to Section 99.850 of the Act.
- Section 2.** The Assistant City Manager/Finance Director is hereby directed to send copies of this ordinance to the necessary officials of Cass County.
- Section 3.** The City hereby dissolves the Belton Town Centre Tax Increment Financing Special Allocation Fund, into which the incremental real estate or economic activity taxes for the Redevelopment Plan and the Redevelopment Projects were deposited. Any monies remaining in the Belton Town Centre Tax Increment Financing Special Allocation Fund at its dissolution are hereby designated surplus, and shall be paid to the Cass County Collector for payment to the taxing districts impacted by the Redevelopment Plan, in the same manner and proportion as the most recent

distribution by the Cass County Collector to those taxing districts of real property taxes from the real property in the Redevelopment Area, all in accordance with Section 99.850 of the Act.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval and all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: March 9, 2021

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2021.

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2021, and thereafter adopted as Ordinance No. 2021-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2021, after the second reading thereof by the following vote, to-wit:

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

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