TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
SEPTEMBER 17, 2024
REGULAR SESSION NO. 35
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
AND
ONLINE ZOOM WEBINAR
7:00 P.M.

The meeting will be streamed live and can be accessed on the City's website at www.raytown.mo.us. In addition, a video recording of the meeting will be available within 48 hours on the City's website. For questions, contact City Clerk, Teresa Henry at (816) 737-6004 or thenry@raytown.mo.us.

Public comments can be made in-person by signing in before the meeting using the sign-in sheet available in the City Hall Council Chamber. To make public comments remotely, please use the Zoom Webinar ID and Passcode below and notify the Clerk, using the contact information above, of your intent to give a Public Comment remotely during the live online meeting, or send your Public Comments to the City Clerk at the email address above by 12:00 p.m. (noon) on September 17, 2024 so that your comments can be presented in writing to the Board of Aldermen during the Public Comments section of the meeting agenda. All Public Comments received will be kept on file in the City Clerk's office.

zoom.us/join
Webinar ID: 824 9563 9524
Passcode: 033723

OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call

Public Comments

Comments from the Mayor
Comments from the City Administrator
Committee Reports

LEGISLATIVE SESSION

1. **CONSENT AGENDA**
All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. An item designated for the Consent Agenda may be removed from the Consent Agenda at the request of the Mayor or an Alderman, where there is no objection by the remaining members of the Board. If there is an objection to removal of an item from the Consent Agenda, the item may be removed by a motion and vote of the Board.

Minutes from the September 3, 2024 Board of Aldermen Meeting

R-3629-24: A RESOLUTION APPOINTING FINANCE DIRECTOR MICHAEL GRAHAM AS THE CITY REPRESENTATIVE ON THE RAYTOWN 350 COMMUNITY IMPROVEMENT DISTRICT BOARD OF DIRECTORS. Point of Contact: Missy Wilson, Assistant City Administrator/Economic Development Administrator.

OLD BUSINESS

2. Public Hearing: A public hearing to establish the 2024 Sewer and Sewerage Disposal Service Charges.

   2a. **SECOND READING: Bill No. 6675-24, Section XXI-E-8: AN ORDINANCE** AMENDING CHAPTER 44, UTILITIES; ARTICLE III; SEWERS, DIVISION 3; SERVICES CHARGES, SECTION 44-154 OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Michael Graham, Finance Director.

   ★ Request to continue the Public Hearing to a date certain of October 1, 2024.

3. Public Hearing: A public hearing to establish the annual property tax levy for the year 2024.

   3a. **SECOND READING: Amended Bill No. 6676-24, Section VIII: AN ORDINANCE** ESTABLISHING THE ANNUAL PROPERTY TAX LEVY RATE FOR THE CITY OF RAYTOWN GENERAL OPERATING FUND AND THE PARK FUND FOR THE YEAR 2024. Point of Contact: Michael Graham, Finance Director.

4. **SECOND READING: Bill No. 6678-24, Section XIII. AN ORDINANCE** APPROVING ISSUANCE OF A CONDITIONAL USE PERMIT TO ANTENISHA JIMERSON, ROYAL MANSION DÉCOR EVENT SPACE PLANNING & WORKSHOP, TO OPERATE AN "ASSEMBLY ROOM" FACILITY AT 6240 RAYTOWN TRAFFICWAY IN AN NC, NEIGHBORHOOD COMMERCIAL, DISTRICT WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Diane Egger, Community Development Director.

NEW BUSINESS

5. **R-3630-24: A RESOLUTION** AMENDING THE FISCAL YEAR 2023-2024 BUDGET RELATED TO POLICE AND PUBLIC WORKS PROJECTS UTILIZING AMERICAN RESCUE PLAN ACT FUNDS. Point of Contact: Robinson Camp, Public Work Director.

6. **R-3631-24: A RESOLUTION** AUTHORIZING AND APPROVING A MASTER SERVICES AGREEMENT WITH FLOCK GROUP, INC. IN AN AMOUNT NOT TO EXCEED $120,350.00 FOR FISCAL YEAR 2023-2024 AND AMEND THE FISCAL YEAR 2023-2024 BUDGET. Point of Contact: Robert Kuehl, Police Chief.

7. **R-3632-24: A RESOLUTION** AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH KISSICK CONSTRUCTION FOR THE 2023-2024 SANITARY SEWER MAINTENANCE PROJECT IN AN AMOUNT NOT TO EXCEED $1,548,763.70 FOR FISCAL YEAR 2023-2024 AND AMEND THE FISCAL YEAR 2023-2024 BUDGET. Point of Contact: Robinson Camp, Public Works Director.

8. **R-3633-24: A RESOLUTION** AUTHORIZING AND APPROVING CONSTRUCTION PHASE SERVICES WITH GEORGE BUTLER ASSOCIATES FOR A SANITARY SEWER INFLOW AND INFILTRATION REDUCTION PROGRAM PROJECT IN AN AMOUNT NOT TO EXCEED $152,058.00 FOR FISCAL YEAR 2023-2024 AND AMEND THE FISCAL YEAR 2023-2024 BUDGET. Point of Contact: Robinson Camp, Public Works Director.

9. **R-3634-24: A RESOLUTION** AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH KISSICK CONSTRUCTION FOR THE 87th STREET SANITARY SEWER EQUALIZATION BASIN PROJECT IN AN AMOUNT NOT TO EXCEED $914,208.63 FOR FISCAL YEAR 2023-2024 AND AMEND THE FISCAL YEAR 2023-2024 BUDGET. Point of Contact: Robinson Camp, Public Works Director.

10. **R-3635-24: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF ONE (1) JOHN DEERE 333P COMPACT TRACK LOADER FROM MURPHY TRACTOR & EQUIPMENT OFF THE SOURCEWELL COOPERATIVE PURCHASE AGREEMENT IN AN AMOUNT NOT TO EXCEED $100,000.00 FOR FISCAL YEAR 2023-2024. Point of Contact: Robinson Camp, Public Works Director.

ADJOURNMENT

MINUTES
RAYTOWN BOARD OF ALDERMEN
SEPTEMBER 3, 2024
REGULAR SESSION NO. 34
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
AND
ONLINE ZOOM WEBINAR
7:00 P.M.

Mayor Michael McDonough called the September 3, 2024, Board of Aldermen Regular meeting to order at 7:00 p.m. Alex Sons, of Rock Island Church, provided the invocation and led the pledge of allegiance.

Roll was called by Teresa Henry, City Clerk, and the attendance was as follows:

Present: Alderman Greg Walters, Alderman Ian Scott, Alderman Loretha Hayden, Alderman Ryan Myers, Alderman Theresa Garza, Alderman Bill Van Buskirk, Alderman Bonnaye Mims, Alderman Diane Krizek, Alderman Jim Aziere

Absent: Alderman Janet Emerson

Public Comments

None

Communication from the Mayor

Mayor McDonough spoke on recent events and City business.

Alderman Emerson joined the meeting at 7:06 p.m.

Communication from the City Administrator

Damon Hodges, City Administrator, provided an update on the City's current projects and plans.

Committee Reports

Comments and reports were shared by Aldermen Mims and Walters.

LEGISLATIVE SESSION

1. **CONSENT AGENDA**
All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. An item designated for the Consent Agenda may be removed from the Consent Agenda at the request of the Mayor or an Alderman, where there is no objection by the remaining members of the Board. If there is an objection to removal of an item from the Consent Agenda, the item may be removed by a motion and vote of the Board.

Minutes from the August 20, 2024 Board of Aldermen Meeting

R-3626-24: A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF DIRECTORS TO THE LAUREL 350 HWY COMMUNITY IMPROVEMENT DISTRICT BOARD OF DIRECTORS. Point of Contact: Missy Wilson, Assistant City Administrator/Economic Development Administrator.

Alderman Mims, seconded by Alderman Garza, made a motion to adopt. The motion was approved by a vote of 9-0-1.

Ayes: Alderman Mims, Garza, Scott, Krizek, Emerson, Hayden, Van Buskirk, Aziere, Myers
Nays: None
Abstain: Alderman Walters

NEW BUSINESS

2. Public Hearing: A public hearing to consider a Conditional Use Permit for property located at 6240 Raytown Road.

   2a. **FIRST READING: Bill No. 6678-24, Section XIII. AN ORDINANCE** APPROVING ISSUANCE OF A CONDITIONAL USE PERMIT TO ANTENISHA JIMERSON, ROYAL MANSION DÉCOR EVENT SPACE PLANNING & WORKSHOP, TO OPERATE AN "ASSEMBLY ROOM" FACILITY AT 6240 RAYTOWN TRAFFICWAY IN AN NC, NEIGHBORHOOD COMMERCIAL, DISTRICT WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Diane Egger, Community Development Director.

Mayor McDonough opened the public hearing.

The item was read by title only by Teresa Henry, City Clerk.

Shana Kelly, Planning & Zoning Coordinator, presented the item.

The applicant, Antenisha Jimerson, was present for any discussion.

Public hearing comments were made by:
Erayna Stringer

Mayor McDonough closed the public hearing.

3. **FIRST READING: Bill No. 6679-24, Section VI-B-1. AN ORDINANCE** AUTHORIZING AND APPROVING THE ACCEPTANCE OF EASEMENTS IN CONNECTION WITH THE 59TH STREET AND RAYTOWN ROAD STORM WATER IMPROVEMENT PROJECT Point of Contact: Robinson Camp, Public Works Director.

The item was read by title only by Teresa Henry, City Clerk.

Robinson Camp, Public Works Director, presented the item along with City Engineer, Jason Hanson.

Alderman Hayden, seconded by Alderman Aziere, made a motion to suspend the rules and hold an immediate second reading. The motion was approved by a vote of 10-0.

Ayes: Aldermen Hayden, Aziere, Mims, Scott, Krizek, Emerson, Van Buskirk, Walters, Myers, Garza
Nays: None

The item was read for a second time by title only by Teresa Henry, City Clerk.

Alderman Hayden, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 10-0.

DRAFT

Ayes: Aldermen Hayden, Mims, Emerson, Krizek, Aziere, Scott, Van Buskirk, Walters, Garza, Myers
Nays: None

Became Ordinance 5768-24.

4. **R-3627-24: A RESOLUTION** AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF LEATH & SONS, INC. FOR EMERGENCY STORM WATER REPAIR AT 5417 STERLING AND RATIFYING THE EXPENDITURE OF FUNDS FOR THE REPAIR IN THE AMOUNT OF $75,000.00. Point of Contact: Robinson Camp, Public Works Director.

The item was read by title only by Teresa Henry, City Clerk.

Robinson Camp, Public Works Director, presented the item.

Alderman Van Buskirk, seconded by Alderman Garza, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Van Buskirk, Garza, Emerson, Krizek, Aziere, Scott, Mims, Walters, Hayden, Myers
Nays: None

5. **R-3628-24: A RESOLUTION** AMENDING THE FISCAL YEAR 2023-2024 BUDGET RELATED TO FLEET MAINTENANCE. Point of Contact: Robinson Camp, Public Works Director.

The item was read by title only by Teresa Henry, City Clerk.

Robinson Camp, Public Works Director, presented the item.

Alderman Mims, seconded by Alderman Aziere, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Mims, Aziere, Garza, Hayden, Van Buskirk, Myers, Emerson, Scott, Walters, Krizek
Nays: None

ADJOURNMENT

Alderman Hayden, seconded by Alderman Mims, made a motion to adjourn. The motion was approved by a majority of those present.

The meeting adjourned at 7:49 p.m.

_____
Teresa M Henry, City Clerk, MRCC

DRAFT

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 09/10/2024

MEETING DATE: September 17, 2024

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Resolution

SUBJECT/REQUEST

R-3629-24: Designate Finance Director Michael Graham as the City's representative on the Raytown 350 Community Improvement District Board of Directors.

BACKGROUND/JUSTIFICATION

The Raytown 350 CID is governed by a five (5) member Board of Directors consisting of three members who represent the Developer, one member who represents the School District and one member who represents the City.

The Developer is currently represented by Steve Caffey, David Block, Amy Ehlers, and Angie Rogers. Finance Director Michael Graham is recommended as the City representative due to his knowledge of the tax increment financing procedures in the State of Missouri and the financial implications of the Raytown 350 CID connected to the Raytown Live 350 TIF District.

The members of the Board of Directors are nominated from a slate of officers submitted to the District and approved by the CID Board. The CID Board has requested that the City submit the name of the City representative for approval.

To be qualified to serve on the Board of Directors, the person must be a resident of Missouri, at least 18 years of age and be either:
(i) an owner, as defined in Section 67.1401, of real property or of a business operating within the District, or
(ii)a registered voter residing in the District; or
(iii)any other qualifications set forth in the petition establishing the District.

The City owns the strip of land between Westlake Hardware and the Wal-Mart property, thus continues to meet the necessary qualifications for the designation of a representative from the City to serve on the Board of Directors.

RECOMMENDED MOTION

Approve resolution as submitted.

PREVIOUS ACTION

On March 27, 2007, the Board of Aldermen approved Ordinance 5201-07 authorizing the creation of the Highway 350 Community Improvement District ("District").

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	N/A
Amount of Request/Contract:	N/A
Amount Budgeted:	N/A
From Account Name and #:	Amount:
To Account Name and #:	Amount:

REVIEWED BY

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Appointing Michael Graham CID 350 HWY BOD

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

RESOLUTION NO.: R-3629-24

A RESOLUTION APPOINTING FINANCE DIRECTOR MICHAEL GRAHAM AS THE CITY REPRESENTATIVE ON THE RAYTOWN 350 COMMUNITY IMPROVEMENT DISTRICT BOARD OF DIRECTORS

WHEREAS, the Raytown 350 Community Improvement District ("District"), which was formed by Ordinance 5201-07, adopted by the Board of Aldermen on March 27, 2007, is a political subdivision created under the authority of the Missouri Community Improvement District Act ("Act"), Sections 67.1401 to 67.1571, RSMo, as amended, and is transacting business exercising the powers granted by the Act; and

WHEREAS, the District is governed by a five (5) member Board of Directors consisting of three members who represent the Developer, one member who represents the School District and one member who represents the City; and

WHEREAS, such Directors are nominated from a slate of officers submitted to the District and subsequently appointed by the Mayor and approved by the Board of Aldermen; and

WHEREAS, to be qualified to serve on the Board of Directors a person shall be at least 18 years of age and be either (i) an owner of real property within the District, (ii) an owner of a business operating within the District, or (iii) a registered voter residing in the District; and

WHEREAS, the City owns real property located within the District; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to designate Finance Director Michael Graham to represent the City's interest on such Board of Directors;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT Finance Director Michael Graham is hereby appointed by the Mayor and approved by the Board of Aldermen as a City representative on the Raytown 350 Community Improvement District Board of Directors.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of September, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 09/04/2024

MEETING DATE: September 17, 2024

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Ordinance

SUBJECT/REQUEST

SECOND READING: Bill No. 6675-24, Section XXI-E-8: Staff is recommending the Board of Alderman approve one of the listed sewer rate user fee options below, to provide coverage for necessary operational, capital, treatment and debt expenses and the repeal of Section 44-154.

BACKGROUND/JUSTIFICATION

Over the past several years, sewer treatment costs have risen for treatment services provided by Kansas City Missouri (KCMO) and Little Blue Valley Sewer District (LBVSD). For several years, City staff was able to maintain the City rate through the implementation of numerous cost-saving programs.

In order to be compliant with funding requirements associated with debt issued for the sewer fund, the sewer rate will need to be increased. Three options are provided for discussion to determine the appropriate fee for FY25. This will ensure the sustainability of the fund. Based on historical increases from KCMO and LBVSD averaging 5.5% there will be additional increases needed in future years.

Due to rising costs in treatment, maintenance, and operations, staff has prepared the following options for a sewer rate adjustment to Chapter 44, Article III, Sec. 44-154:

Option (1) **7%**
-Amend c (4) to read Base Rate - the Base Rate shall be $[19.28] 20.63 [Nineteen dollars and Twenty-Eight] Twenty dollars and Sixty-Three Cents per month.

1. Amend c (9) to read *Variable rate.* The revenue charge expressed in per 1,000 gallons that is derived when the annual variable rate revenue requirement is divided by the customer volumes, estimated to be $[11.86] 12.69 [Eleven dollars and Eighty-Six cents] Twelve dollars and Sixty-Nine cents (See Attached) per 1,000 gallons, in excess of 1,000 gallons.

Option (2) **5.25%**
-Amend c (4) to read Base Rate - the Base Rate shall be $[19.28] 20.29 [Nineteen dollars and Twenty-Eight] Twenty dollars and Twenty-Nine Cents per month.

1. Amend c (9) to read *Variable rate.* The revenue charge expressed in per 1,000 gallons that is derived when the annual variable rate revenue requirement is divided by the customer volumes, estimated to be $[11.86] 12.48 [Eleven dollars and Eighty-Six cents] Twelve dollars and Forty-Eight cents (See Attached) per 1,000 gallons, in excess of 1,000 gallons.

Option (3) **3.5%**
Amend c (4) to read Base Rate - the Base Rate shall be $[19.28] 19.95 [Nineteen dollars and Twenty-Eight] Nineteen dollars and Ninety-Five Cents per month.

1. Amend c (9) to read *Variable rate.* The revenue charge expressed in per 1,000 gallons that is derived when the annual variable rate revenue requirement is divided by the customer volumes, estimated to be $[11.86] 12.28 [Eleven dollars and Eighty-Six cents] Twelve dollars and Twenty-Eight cents (See Attached) per 1,000 gallons, in excess of 1,000 gallons.

RECOMMENDED MOTION

Staff recommends Option (2) 5.25%

PREVIOUS ACTION

5.25 % Rate Adjustment in FY24

COMMISSION/COMMITTEE REVIEW

Due to the rising cost of treatment, staff do not believe there are any alternatives to raising the sewerage rate to cover the increases.

FINANCIAL IMPACT

Increasing the user fee will offset increases in expenses that are outside the control of the City.

REVIEWED BY

Teresa Henry
Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Ord Sewer Rate Increase 2024

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

AN ORDINANCE AMENDING CHAPTER 44, UTILITIES; ARTICLE III; SEWERS, DIVISION 3; SERVICES CHARGES, SECTION 44-154 OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, MISSOURI

WHEREAS, the City of Raytown (the "City") owns and operates its sanitary sewer system; and

WHEREAS, the City of Raytown, pursuant to RSMo. Chapter 250, is authorized to establish, make and collect charges for sewerage services; and

WHEREAS, pursuant to Ordinance 5706-22 the City adopted a formula for the calculation of sanitary sewer service charges to customers within the City; and

WHEREAS, prior to establishing the sanitary sewer charge the City is required to hold a public hearing on the proposed rate to be utilized; and

WHEREAS, after due public notice as required by law, a public hearing on the proposed sanitary sewer service charges was held on September 17, 2024; and

WHEREAS, after considering the proposed charges and the public input, the City of Raytown desires to establish sanitary sewer charges within the City as set forth herein; and

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 – APPROVAL OF AMENDMENT. That Section 44-154, commonly known as Formula for Calculating Rates Established of the Code of Ordinances of the City of Raytown is hereby amended as provided in Section 2.

SECTION 2 - AMENDMENT. The City Code Chapter 44, Utilities; Article III, Sewers; Division 3; Services Charges, Section 44-154 relating to the formula for calculating rates established within the City is hereby amended to read as follows:

Section 44-154. Formula for Calculating Rates Established.

(c) The following variables shall be used in calculating the rate of sanitary sewer service charges:

(4) Base Rate - the base rate shall be $[19.28] 20.63 [Nineteen dollars and Twenty-Eight Cents] Twenty dollars and Sixty-Three Cents per month.

(9) Variable Rate - The revenue charge expressed in per 1,000 gallons that is derived when the annual variable rate revenue requirement is divided by the customer volumes, estimated to be $[11.86] 12.69 [Eleven dollars and Eighty-Six Cents] Twelve dollars and Sixty-Nine Cents (See Attached) per 1,000 gallons, in excess of 1,000 gallons.

SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its date of passage. The amendment to the base and variable rate, as stated in Section 2 of this ordinance shall be effective November 1, 2024.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ____, September, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

APPROVED AS TO FORM:

_____
Jennifer M. Baird, City Attorney

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 09/04/2024

MEETING DATE: September 17, 2024

SUBMITTED BY: **DEPARTMENT: Finance**

Document Type: Ordinance

SUBJECT/REQUEST

SECOND READING: Amended Bill No. 6676-24, Section VIII: Approve the recommended 2024 levy rates for the General Fund and the Parks and Recreation Fund

BACKGROUND/JUSTIFICATION

The City has received its notice of 2024 Assessed Valuation from the County. Finance has recalculated the levy rates using the formula supplied by the State Auditor's Office. These calculations indicate the City could levy a rate of $0.2604 per $100.00 assessed valuation for general city operations and a rate of $0.1301 per $100.00 assessed valuation for park operations. The 2024 proposed combined rate represents a decrease from the 2023 rate based on lower assessment totals. According to Raytown home sales January 24 - August 21, the median home value for a city of Raytown home is approximately $220,377. The total taxes collected for the City and Parks on the median home would be $163.50 for each of the City of Raytown's collections.

The Adjusted Assessed Valuation:

- Real Estate values decreased by $9,377,063 or 2.1% from last year's amounts for a 2024 value of $429,149,193.
- Personal property value decreased by $5,752,143 or 6.85% from last year's amounts for a 2024 value of $78,182,241.

Based on the assessed valuation and the proposed mill levy, staff is projecting that approximately $1,320,584 will be generated for the General Fund and approximately $659,531 will be generated for the Park Fund, which equates to a 0.08% increase for both the General Fund and the Parks Fund.

In accordance with State law, the City must hold a public hearing on the establishment of the levy rate prior to passage of the ordinance approving the 2024 rates which is anticipated to be scheduled for the last meeting in September 2024, or once the final numbers are received from the County before the October 1, 2024 deadline.

RECOMMENDED MOTION

None

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	
Funding Source/Account #:	

REVIEWED BY

Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Ord Prop Tax Levy 2024-Amended
2. Notice of 2024 Aggregate Assessed Valuation - Jackson County
3. Affidavit of Publication - Tax Levy 09-02-24
4. Ord Prop Tax Levy 2024 - LS Tribune Affidavit of Publication

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

AN ORDINANCE ESTABLISHING THE ANNUAL PROPERTY TAX LEVY RATE FOR THE CITY OF RAYTOWN GENERAL OPERATING FUND AND THE PARK FUND FOR THE YEAR 2024

WHEREAS, pursuant to the provisions of Chapters 67 and 94, Sections 67.110, 94.100, and 94.330 of the Revised Statutes of the State of Missouri, the rate for the levy of taxes must be established for the year 2024 on all taxable realty and tangible personal properties situated in the City of Raytown, Missouri, for the maintenance and operation of the City government and services to the citizens of Raytown; and

WHEREAS, the rate for the levy of taxes for the year 2024 has been calculated by the Director of Finance/Controller in accordance with the Missouri Constitution and Statutes; and

WHEREAS, a Public Hearing on the proposed tax levy required by Section 67.110 RSMo. was held on September 17, 2024, after publication of required notice; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to set the City of Raytown's 2024 Property Tax Levy at 26.03 cents ($0.2604) per one hundred dollars ($100.00) assessed valuation for general City Operations and at 13.00 cents ($0.1301) per one hundred dollars ($100.00) assessed valuation for Park Operations.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 – GENERAL CITY OPERATING TAX RATE LEVY FOR 2024 ESTABLISHED. That the rate of levy of tax for the year 2024 on all taxable realty and tangible personal property within the City of Raytown, Missouri, is hereby established at 26.04/100 cents ($0.2604) per one hundred dollars ($100.00) assessed valuation for general expenses incurred by the City.

SECTION 2 – PARK TAX RATE LEVY FOR 2024 ESTABLISHED. That the rate of levy of tax for the year 2024 on all tangible realty and tangible personal property within the City of Raytown, Missouri, is hereby established at 13.01/100 cents ($0.1301) per one hundred dollars ($100.00) valuation for the purpose of a park fund to keep, maintain and further develop a system of public parks.

SECTION 3 – PROPERTY TAX LEVIED. That the aforesaid taxes, hereinafter referred to are hereby levied on all taxable realty and tangible personal property within the City of Raytown, Missouri for the year 2024 the same being due and payable on November 1, 2024, and delinquent on January 1, 2025, pursuant to Section 94.300 of the Revised Statutes of the State of Missouri.

SECTION 4 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 6 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri this 17th day of September, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

Office of
Mary Jo Spino
Clerk of the County
Legislature

COUNTY LEGISLATURE

JACKSON COUNTY, MISSOURI

Jackson County
Courthouse
415 E. 12th Street
Kansas City, MO
64106
816-881-3242

NOTICE OF 2024
AGGREGATE ASSESSED VALUATION
FOR
POLITICAL SUBDIVISIONS
OTHER THAN SCHOOL DISTRICTS

As required by Section 137.245.3 RSMo., I, Mary Jo Spino, County Clerk of Jackson County, State of Missouri, do hereby certify that the following is the aggregate assessed valuation in Jackson County of...

City of Raytown

a political subdivision, for the year 2024, as shown on the Jackson County Assessment Rolls, plus Railroad and Utility valuations as reported by the State Tax Commission.

REAL PROPERTY ..... $ **418,727,937**

	County Assessment Rolls		Locally Assessed RR & Utility		Total
Residential	$ 349,573,740	+	N/A	=	$ 349,573,740
Agricultural & Horticultural	$ 7,221	+	N/A	=	$ 7,221
Commercial	$ 67,272,837	+	$ 1,874,139	=	$ 69,146,976
	$ 416,853,798	+	$ 1,874,139	=	$ **418,727,937**

NEW CONSTRUCTION

Residential	$
Ag & Hort	$
Commercial	$ 413,619
TOTAL	$ 413,619

Note: The Amount of "New Construction" Value(s) are included above

The Non-Taxable Amount of "Abatement and/or TIF" Value(s) are **not** included above

PERSONAL PROPERTY ..... $ **76,630,455**

	County Assessment Roll		Locally Assessed RR & Utility		Total
"PP-B" Personal Property – Business	$ 22,044,680	+	$ 219,900	=	$ 22,264,581
"PP-I" Personal Property - Individual	$ 54,365,875	+	N/A	=	$ 54,365,875
	$ 76,410,555	+	$ 219,900	=	$ **76,630,455**

STATE ASSESSED – REAL PROPERTY ..... $ **10,834,875**

STATE ASSESSED – PERSONAL PROPERTY ..... $ **1,551,786**

TOTAL CURRENT VALUATION $ **507,745,053**

This information is transmitted to assist you in complying with Section 67.110 RSMo., which requires that notice be given and public hearings held before tax rates are set.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the County of Jackson, at my office in Kansas City, Missouri, this 28th day of August, 2024.

Mary Jo Spino Clerk
Mary Jo Spino

INFORMAL TAX RATE CALCULATOR FILE
Summary Page

Printed on: **8/29/2024**
(2024)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raytown	09-048-0015	General Revenue
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

	For Political Subdivision Use in Calculating its Tax Rate
A. **Prior year tax rate ceiling** as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year)	
B. **Current year rate computed** pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18)	0.2529
C. **Amount of rate increase authorized by voters for current year** if same purpose, (Form B, Line 7)	0.2604
D. **Rate to compare to maximum authorized levy to determine tax rate ceiling** (Line B if no election, otherwise Line C)	
E. **Maximum authorized levy** the most recent voter approved rate	0.2604
F. **Current year tax rate ceiling** maximum legal rate to comply with Missouri laws	
G1. **Less required sales tax reduction** taken from tax rate ceiling (Line F), if applicable	0.2604
G2. **Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies)** taken from tax rate ceiling (Line F)	
H. **Less voluntary reduction by political subdivision** taken from the tax rate ceiling (Line F) WARNING: A Voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.	
I. **Plus allowable recoupment rate** added to tax rate ceiling (Line F) If applicable, attach Form G or H.	
J. **Tax rate to be levied** (Line F - Line G1 - Line G2 - Line H + Line I)	
AA. **Rate to be levied for debt service,** if applicable (Form C, Line 10)	
BB. **Additional special purpose rate authorized by voters** after the prior year tax rates were set, (Form B, Line 7 if a different purpose)	

Certification of Non-Binding Estimated Tax Rate to the County Clerk(s)

I, the undersigned, _____ (Office) of City of Raytown (Political Subdivision) levying a rate in _____ (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best knowledge and belief.

Please complete Lines G through BB, sign this form, and return to the county clerk(s).

(Date)	(Signature)	(Printed Name)	(Telephone)

NOTE: THIS IS AN INFORMAL TAX RATE CALCULATOR FILE INTENDED FOR POLITICAL SUBDIVISION PRELIMINARY CALCULATIONS ONLY. THIS FILE IS NOT INTENDED TO BE USED BY THE POLITICAL SUBDIVISION TO SUBMIT THEIR TAX RATE TO THE COUNTY.

ONLY THE PROFORMA PRINTED FROM THE STATE AUDITOR'S ONLINE TAX RATE SYSTEM SHOULD BE SUBMITTED TO THE COUNTY TO SET THE FINAL TAX RATE.

IF THIS POLITICAL SUBDIVISION LEVIES A PROPERTY TAX RATE PARTIALLY OR WHOLLY IN CLAY COUNTY, JACKSON COUNTY, ST. LOUIS COUNTY, OR THE CITY OF ST. LOUIS AND CHANGES ARE NECESSARY TO THE 2018 TAX RATE FORMS, PLEASE LOG ONTO THE STATE AUDITOR'S TAX RATE SYSTEM AND ENTER UPDATED INFORMATION TO MAKE THOSE CHANGES AND SELECT SUBMIT. CONTACT THE STATE AUDITOR'S OFFICE IF YOU HAVE MISPLACED YOUR USER ID AND/OR PASSWORD.

OTHERWISE FOR POLITICAL SUBDIVISIONS NOT PARTIALLY IN CLAY COUNTY, JACKSON COUNTY, ST. LOUIS COUNTY, OR THE CITY OF ST. LOUIS CONTACT YOUR COUNTY CLERK(S) TO HAVE THEM LOG ONTO THE STATE AUDITOR'S TAX RATE SYSTEM TO MAKE ANY NECESSARY CHANGES.

INFORMAL TAX RATE CALCULATOR FILE **Printed on:** **8/29/2024**

Summary Page **(2024)**

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raytown	09-048-0015	Park and Recreation
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

	For Political Subdivision Use in Calculating its Tax Rate
A. **Prior year tax rate ceiling** as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year)	0.1263
B. **Current year rate computed** pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18)	0.1301
C. **Amount of rate increase authorized by voters for current year** if same purpose, (Form B, Line 7)	
D. **Rate to compare to maximum authorized levy to determine tax rate ceiling** (Line B if no election, otherwise Line C)	0.1301
E. **Maximum authorized levy** the most recent voter approved rate	
F. **Current year tax rate ceiling** maximum legal rate to comply with Missouri laws	0.1301
G1. **Less required sales tax reduction** taken from tax rate ceiling (Line F), if applicable	
G2. **Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies)** taken from tax rate ceiling (Line F)	
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I. **Plus allowable recoupment rate** added to tax rate ceiling (Line F) If applicable, attach Form G or H.	
J. **Tax rate to be levied** (Line F - Line G1 - Line G2 - Line H + Line I)	
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Please complete Lines G through BB, sign this form, and return to the county clerk(s).

(Date)	(Signature)	(Printed Name)	(Telephone)

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The Daily Record Kansas City
920 Main St
Kansas City, MO, 64105
Phone: 8163841801 Fax: 0

The Daily Record
KANSAS CITY

Affidavit of Publication

See Page 2 for ad proof

To: Raytown, City Of, Missouri - City Clerk
10000 E 59Th St
Raytown, MO, 641333915

Re: Legal Notice 2645463, City of Raytown Property/Real Estate Tax Levy

State of MO }
} SS:
County of Jackson County }

Before the undersigned Notary Public personally appeared Karie Clark on behalf of The Daily Record Kansas City, Jackson County who, being duly sworn, attests that the said newspaper is qualified under the provisions of Missouri Law governing public notices to publish, and did so publish, the notice annexed hereto; starting with the 09/02/2024 edition and ending with the 09/02/2024 edition for a total of 1 publications, and that the date of publications were as follows: 09/02/2024.

Publishers fee: $3.48

By: Karie Clark
Karie Clark

Sworn to me on this 4th day of September 2024

By: Lisa Fowler
Lisa Fowler
Notary Public, State of MO
No. 20129779
Qualified in St. Louis County
My commission expires on
October 12, 2024

LISA FOWLER
Notary Public - Notary Seal
St Louis County - State of Missouri
Commission Number 20129779
My Commission Expires Oct 12, 2024

Notice of Public Hearing

City of Raytown Property/Real Estate Tax Levy
Date of Hearing: September 17, 2024
Time: Approximately 7:00 pm
Location: Raytown City Hall Council Chambers
10000 E 59th Street, Raytown MO 64133

ASSESSED VALUATION	2023	2024
Real Estate	$ 438,526,256	$ 429,149,193
Personal Property	83,934,384	78,182,241
Total Valuation:	**$ 522,460,640**	**$ 507,331,434**

TAX RATES (per $100 assessed valuation)	TAX RATE CEILING 2023	ACTUAL TAX RATE	TAX RATE CEILING 2023	PROPOSED TAX RATE
General Operating Fund	0.2529	0.2529	0.2603	0.2603
Parks & Recreation Fund	0.1263	0.1263	0.1301	0.1301
	$ 0.3792	$ 0.3792	$ 0.3904	$ 0.3904

PROPERTY TAX BILLED	FISCAL YEAR 2023-24	FISCAL YEAR 2024-25
General Operating Fund	$ 1,319,682	$ 1,320,584
Parks & Recreation Fund	658,802	659,531
	$ 1,978,484	**$ 1,980,115**

** This notice was prepared utilizing the latest data available from Jackson County. The final tax levy amounts will be determined based on the final assessed valuations furnished by Jackson County.*

2645463 Jackson Sep. 2, 2024

LEE'S SUMMIT TRIBUNE PUBLISHING LLC
AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI
County of Jackson

I, Linda Ahem being duly sworn, according to law, state that I am the Owner and Publisher of Lee's Summit Tribune Publishing, LLC, a weekly newspaper of general circulation in the County of Jackson, State of Missouri, which newspaper has been admitted to the Post Office as periodical class matter in the City of Lee's Summit, Missouri; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona tide subscribers, voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, that this newspaper has complied with the provisions of Section 493.050. R.S. Mo., 2002 as amended, and Section 59.310, R.S. Mo., 2002 as amended.

The affixed notice appeared in said newspaper in the following issue(s): City of Raytown

Date 9/7/24 Volume 21 No. 41

Signed: Linda Ahem

NOTARY PUBLIC

Subscribed and sworn before me the 6th day of April, 2024

Daneen A. Thurman

DANEEN A. THURMAN
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12471428
My Commission Expires Apr 11, 2024

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Published in the Lee's Summit Tribune Sept 7, 2024 Vol. 21 No. 41

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 09/04/2024

MEETING DATE: September 17, 2024

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Ordinance

SUBJECT/REQUEST

SECOND READING: Bill No. 6678-24, Section XIII Approval of a Conditional Use Permit for an Assembly Room Use at 6240 Raytown Trafficway

BACKGROUND/JUSTIFICATION

The applicant, Antenisha Jimerson, is requesting the approval of a Conditional Use Permit for the *"Assembly Room"* land use for the purpose of having an event and workshop space at 6240 Raytown Trafficway, located within the Center 63 Shopping Center. Event spaces are permitted in the NC, Neighborhood Commercial Zoning District with the approval of a Conditional Use Permit. The maximum occupancy will be 300 people based on building and fire code requirements. There will be one more staff member in addition to the applicant.

RECOMMENDED MOTION

Approval with Conditions

PREVIOUS ACTION

The application was heard by the Planning & Zoning Commission on August 1, 2024. They voted to recommend Approval with Conditions.

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	
From Account Name and #:	Amount:
To Account Name and #:	Amount:

REVIEWED BY

Teresa Henry
Jennifer Baird
Damon Hodges

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Ord CUP 6420 Raytown Road-Royal Mansion
2. PZ_FULL_PACKET_August.1.2024

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

AN ORDINANCE APPROVING ISSUANCE OF A CONDITIONAL USE PERMIT TO ANTENISHA JIMERSON, ROYAL MANSION DÉCOR EVENT SPACE PLANNING & WORKSHOP, TO OPERATE AN "ASSEMBLY ROOM" FACILITY AT 6240 RAYTOWN TRAFFICWAY IN AN NC, NEIGHBORHOOD COMMERCIAL, DISTRICT WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI

WHEREAS, Application PZ-2024-10, was duly submitted on or about June 14, 2024, by Antenisha Jimerson, Royal Mansion Decor Event Space Planning & Workshop, requesting approval of a Conditional Use Permit to operate an Assembly Room on property located at 6240 Raytown Trafficway within an NC, Neighborhood Commercial, District in the City of Raytown, Jackson County, Missouri (the "Application"); and

WHEREAS, the Application was considered by the Planning Commission on August 1, 2024, and by a vote of 7 in favor, 0 against, rendered a report to the Board of Aldermen recommending that the Application be approved; and

WHEREAS, after opening the public hearing, considering all testimony and the record, and then closing the public hearing, the Board of Aldermen finds and declares that the provisions hereinafter contained and enacted are in pursuit of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raytown and rendered a decision to approve the Application subject to conditions.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 – APPROVAL OF CONDITIONAL USE PERMIT. That the Application for approval of a Conditional Use Permit to operate an Assembly Room on property located at 6240 Raytown Trafficway within an NC, Neighborhood Commercial, District in the City of Raytown, Jackson, County, Missouri is hereby approved and issued to Antenisha Jimerson, Royal Mansion Decor Event Space Planning & Workshop,

SECTION 2 – CONDITIONS OF APPROVAL. That the Application for approval of a Conditional Use Permit to operate an Assembly Room on property located at 6240 Raytown Trafficway within an NC, Neighborhood Commercial, District in the City of Raytown, Jackson County, Missouri, be approved and issued to Antenisha Jimerson, Royal Mansion Decor Event Space Planning & Workshop, subject to the following conditions as contained in the staff report and as approved by the Planning Commission:

1. The maximum occupancy must not exceed 300 persons.
2. Intent to serve alcohol by the drink on the premises shall require an application to be filed with the City and a permit be issued for such activity before any drinks are served;
3. The required parking stalls must be properly striped including ADA-compliant handicap stalls.
4. The business must comply with all applicable local, state, and federal laws and regulations.
5. The Conditional Use Permit shall not be transferrable beyond the initial intended end-user, Antenisha Jimerson (d/b/a/ Royal Mansion Décor Event Space Planning & Workshop) and will not be transferrable to another location.
6. Signage must be properly permitted and is a separate process.

7. Failure to comply with any of the conditions or provisions contained in the signed ordinance shall constitute violations of both this ordinance and the City's Zoning Code and shall be cause for revocation of the Conditional Use Permit granted herein in addition to other penalties contained in the City Code.

SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 17th day of September, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

CITY OF RAYTOWN

PLANNING & ZONING COMMISSION

AGENDA

Raytown City Hall
Board of Aldermen Meeting Chambers
10000 East 59th Street
August 1, 2024
7:00 pm

1. **Welcome by Chairperson**

2. **Call meeting to order and Roll Call**

Meyers:	Thurman:	Emerson:	Sneddon:
Jean-Paul:	Frazier:	Stock:	Bruenger:

3. **Approval of Minutes – May 2, 2024, Regular Meeting Minutes**
   a) Revisions
   b) Motion
   c) Second
   d) Additional Board Discussion
   e) Vote

4. **Public Discussion (Regarding matters not on this agenda only)**

5. **Old Business: None**

6. **New Business:**
   A. Case No.: <u>PZ-2024-10</u>
   Applicant: Antenisha Jimerson
   Reason: Requesting the approval of a Conditional Use Permit for an "*Assembly Room*" to be located at the property addressed as 6240 Raytown Trafficway.
      1. Introduction of Application by Chair
      2. Explanation of any ex parte' communication from Commission members regarding the application.
      3. Swearing in of all speakers by City Attorney that plan to give testimony during hearing.
      4. Enter Additional Relevant City Exhibits into the Record:
         a. Staff Report
         b. Application Supporting Documents and PowerPoint Presentation.
      5. Introduction of Application and Power Point by Staff
      6. Presentation of Application by Applicant

7. Enter Relevant Applicant's Exhibits into Record as Necessary
8. Request for Public Comment by Chairman
9. Additional Staff Comments and Recommendation
10. Commission Discussion
11. Commission Decision to Approve, Conditionally Approve or Deny the Application
    a. Motion
    b. Second
    c. Additional Board Discussion
    d. Vote

7. Other Business: The Lakota Group requests that a Special Planning Commission Meeting be held on Tuesday, September 10, 2024 at 7:00 PM.

8. Set Future Meeting Date – The next Regular Planning Commission Meeting is Scheduled for Thursday, September 5, 2024, at 7:00 PM. A Special Planning Commission Meeting will be held on September 10, 2024 at 7:00pm in the City Hall Council Chambers.

9. Adjourn

CITY OF RAYTOWN

PLANNING & ZONING COMMISSION

REGULAR MEETING

MINUTES

May 2, 2024
7:00 pm
Council Meeting Chambers

DRAFT

1. **Welcome by Chairman Meyers.** Chairman Meyers called the meeting to order at 7:00 PM.

2. **Call meeting to order and Roll Call.** David Frazier substituted for Ms. Stock as role of secretary.

Thurman: Present	Jean-Paul: Absent	Frazier: Present
Emerson: Present	Meyers: Present	Sneddon: Present
Bruenger: Present	Stock: Absent	

3. **Approval of Minutes:** Minutes of March 7, 2024, Regular Meeting were approved 6-0-2 upon a motion by Ms. Emerson and a second by Ms. Thurman.

4. **Public Discussion:** None.

5. **Old Business:** None.

6. **New Business:**

   A. **Case No.: <u>PZ-2024-04</u>**
   Applicant: Thiago Guerra
   Reason: Requesting the approval of a Rezoning for a portion of the Brywood Centre Development from R-3, High-Density Residential to NC, Neighborhood Commercial for Parcel ID #: 45-310-05-68-00-0-00-000, generally located at the northwest corner of Blue Ridge Cutoff and 62nd Street.

   1. **Introduction of Applications by Chairman.**

      Chairman Meyers introduced the applications.

   2. **Explanation of any Ex Parte Communications Regarding the Applications.**

      No members reported any ex parte communications regarding these applications.

   3. **Swearing in of all speakers by City Attorney that plan to give testimony during hearing.**

   4. **Enter Relevant Exhibits into the Record.**

Planning & Zoning Coordinator, Shana Kelly, entered the staff reports and supporting documents into the record.

5. Staff Presentation of Applications.

Shana Kelly, Planning & Zoning Coordinator, provided the staff reports and Power Point, addressing the background of the request, and purpose of the requested Rezoning application.

6. Commission Discussion.

Ms. Emerson inquired about a previous proposal to develop strip center commercial development on the property. Ms. Kelly responded that she was not aware of any previously proposed development on the subject parcel.

Mr. Meyers inquired if anyone had any questions for the applicant, to which no one replied. Mr. Meyers inquired if there was any public comment. There was none.

7. Commission Decision to Approve, Conditionally Approve, or Deny the Rezoning Application.

Ms. Thurman motioned, and Ms. Emerson seconded to recommend approval of the requested Rezoning application to the Board of Aldermen.

VOTE: Motion passed 6-0-2.

B. Case No.: PZ-2024-05
Applicant: Naveed Khalid, Monster Garage LLC.
Reason: Requesting the approval of a Conditional Use Permit for "*Vehicle Repair, Limited*" and for *"Limited Vehicle Sales"* for the property addressed as 8830 E. 350 Highway.

1. Introduction of Application by Chairman.

Chairman Meyer introduced the application.

2. Explanation of any Ex Parte Communications Regarding the Application.

No members reported any ex parte communications regarding this application.

3. Swearing in of all speakers by City Attorney that plan to give testimony during hearing.

4. Enter Relevant Exhibits into the Record.

Shana Kelly, Planning & Zoning Coordinator, entered the staff report and supporting documents into the record.

5. Staff Presentation of Application.

Shana Kelly, Planning & Zoning Coordinator, provided the staff report, addressing the background of the request, and use intentions for the property under the requested Conditional Use Permit.

6. Planning Commission Discussion on Application:

Ms. Thurman inquired if the vehicles that will be for sale will be marked as so. Ms. Kelly responded that that is a code requirement for new and used vehicle sales businesses, but that it is not a requirement for vehicle sales as an accessory use. Ms. Kelly responded that she did not include that condition in order to keep it from appearing as a used car lot, however, that it is a condition that the Planning Commission could add if they felt that it was needed. Mr. Meyers stated that he felt it would be beneficial to require vehicles for sale to be marked in order to prevent there from being more than the allowed six (6). Mr. Bruenger mentioned that he would like to see a similar condition placed on the cars for sale that is required for a vehicle sale lot. Ms. Thurman stated that she would also but would leave it to the rest of the commission members. Mr. Sneddon stated that he also agrees that it would be a good idea. He also inquired if the vehicle sales would only allow for the sale of vehicles that were left behind or if the business owners would be purchasing cars for the purpose of selling them. Ms. Kelly responded that they would only be allowed to sell vehicles that were abandoned and that purchasing vehicles for the purpose of selling them is not allowed with this particular application.

Mr. Frazier inquired about the ownership of the parcels.

7. Applicant's Comments on Application.

Mr. Jim Blomquist, the local representative of the owner, introduced himself and clarified that the same owner owns all the buildings in that parcel. Mr. Frazier inquired if the parking lot would be striped. The applicant responded that yes, it will be. Mr. Frazier inquired if it is the property owner, or the business owner will be constructing the sidewalk. Mr. Blomquist responded that the property owner will be paying for and constructing the sidewalk. Mr. Frazier inquired why this property owner is being required to construct the sidewalk when the subject property does not directly front 350 Highway. Ms. Kelly responded that the same property owner owns both the subject property and the adjacent property that does directly front 350 Highway. Because these properties are in the same ownership, she had requested they develop the sidewalk, and the applicant had agreed. Mr. Frazier stated that he agrees that the cars for sale should be required to be marked as so. Ms. Kelly read the condition for the labeling of vehicles for sale, specific to vehicle sales lots, new and used. spaces.

8. Commission Discussion.

Ms. Thurman moved to incorporate the verbiage into condition #7, which is taken from Section 50-107(b)(28)(f). Mr. Sneddon inquired where vehicles are to be parked. Mr. Blomquist responded. Mr. Sneddon asked the applicant, Mr. Naveed, if he would be able to abide by all the conditions outlined in the staff report. Discussion was had about the number of parking Mr. Frazier seconded the motion that Mr. Thurman had made to modify condition #7.

VOTE: Motion passed 6-0-2.

The public hearing was closed at 7:43pm.

9. Commission Decision to Approve, Conditionally Approve, or Deny Application.

Mr. Bruenger made a motion to recommend approval of the application to the Board of Aldermen subject to the amended condition. Ms. Thurman seconded the motion.

VOTE: Motion passed 6-0-2.

C. Case No.: PZ-2024-06
Applicant: Joshua Miller, Emerald Auto
Reason: Requesting the approval of a Conditional Use Permit for "*Vehicle Repair, Limited*" for the property addressed as 9305 E. 350 Highway.

1. Introduction of Application by Chairman.

Chairman Meyer introduced the application.

2. Explanation of any Ex Parte Communications Regarding the Application.

No members reported any ex parte communications regarding this application.

3. Swearing in of all speakers by City Attorney that plan to give testimony during hearing.

4. Enter Relevant Exhibits into the Record.

Shana Kelly, Planning & Zoning Coordinator, entered the staff report and supporting documents into the record.

5. Staff Presentation of Application.

Shana Kelly, Planning & Zoning Coordinator, provided the staff report, addressing the background of the request, and use intentions for the property under the requested Conditional Use Permit.

6. Planning Commission Discussion on Application:

Mr. Meyers inquired if the applicant would like to speak.

7. Applicant's Comments on Application.

The applicant, Mr. Joshua Miller, stated that his business had previously been located in Raytown and acknowledged that they had had parking issues before, but that those issues will not be a problem this time. Ms. Thurman inquired if there would be any vehicles that they would need to sell. Mr. Miller stated that no, they would not. Mr. Frazier asked if there are

any issues with the building itself. Ms. Kelly stated that she was not aware of any issues with the building, but that part of their commercial use permit requirements will be to have a building inspection performed by the Building Official and the fire department.

8. Commission Discussion.

Mr. Frazier asked if, in the future, we could condition that it is the responsibility of the property owner, not the business owner, to install the sidewalk. Ms. Kelly responded that the City does not get involved in determining who is responsible for its construction, we only make the requirement. More discussion was had regarding who should be responsible for future sidewalks. The City attorney stated that it is the responsibility of the property owner to construct the sidewalk. Ms. Thurman asked the applicant if they were confident that the property owner will construct the sidewalk. Ms. Maranda Miller, wife of Joshua Miller, stated that it will be incorporated into the lease agreement.

9. Commission Decision to Approve, Conditionally Approve, or Deny Application.

Mr. Frazier made a motion to recommend approval of the application to the Board of Aldermen subject to the conditions recommended in the staff report. Ms. Emerson seconded the motion.

VOTE: Motion passed 6-0-2.

D. Case No.: PZ-2024-08
Applicant: City Staff
Reason: Requesting the approval Text Amendment to allow for the "Utility, Major" land use to be included as an approved land use, and to determine the requirements for the development of new and for the expansion of existing major utility facilities.

1. Introduction of Application by Chairman.

Chairman Meyer introduced the application.

2. Explanation of any Ex Parte Communications Regarding the Application.

No members reported any ex parte communications regarding this application.

3. Swearing in of all speakers by City Attorney that plan to give testimony during hearing.

4. Enter Relevant Exhibits into the Record.

Shana Kelly, Planning & Zoning Coordinator, entered the staff report and supporting documents into the record.

5. Staff Presentation of Application.

Shana Kelly, Planning & Zoning Coordinator, provided the staff report, addressing the background of the request, and use intentions for the property under the requested text amendment.

6. **Commission Discussion on Application:**

Mr. Sneddon asked what caused this application to be brought forward at this time. Ms. Kelly responded that we have been approached by new companies wanting to expand their services into Raytown, and we have been approached by existing substations that would like to upgrade and expand their facilities, but that currently, the code does not allow for the construction of new or the expansion of existing substations. Ms. Kelly stated that it is defined in the code, but that we have not developed the provisions for how to deal with those moving forward. Mr. Bruenger asked which zoning districts these substations currently exist in. Ms. Kelly stated that she knew of one that currently exists in an R-1 district, and one that exists in an R-2 district. Mr. Frazier asked why we weren't allowing chain link fences. Ms. Kelly stated that it was chosen for aesthetics and screening, but that they could allow chain link fences if the commission would like to recommend that it be allowed. The commissioners asked additional questions of staff, to which staff and legal counsel responded.

The public hearing was closed at 8:25pm.

7. **Commission Decision to Approve, Conditionally Approve, or Deny Application.**

Mr. Sneddon made a motion to recommend approval of the application to the Board of Aldermen as recommended by staff in the staff report. Ms. Emerson seconded the motion.

VOTE: Motion passed 6-0-2.

7. **Other Business:**

Ms. Kelly announced that the consulting firm for the Comprehensive Plan update, the Lakota Group, will be in town and will hold a community workshop on Wednesday, May 22nd, 6:30pm, at the Raytown School Wellness Center, 10301 State Rte. 350, Raytown, MO 64138. All are encouraged to be there. The commissioners asked questions regarding the meeting, to which staff responded.

8. **Set Future Meeting Date –** No applications have been received for the Thursday, June 6, 2024, meeting. The next Regular Planning Commission Meeting is Scheduled for **Thursday, July 11, 2024, at 7:00 PM.**

9. **Meeting was Adjourned at 8:29 PM.**

Community Development Department
Planning and Zoning Division
10000 E 59th Street ● Raytown, MO 64133
Phone: 816-737-6014 ● Fax: 816-737-6164

Staff Report

To: City of Raytown, Planning & Zoning Commission

From: Shana Kelly, Planning & Zoning Coordinator

Case #: Conditional Use Permit PZ-2024-10

Planning & Zoning Meeting Date: August 1, 2024

Board of Aldermen Dates: September 3, 2024
and September 17, 2024

Applicant: Antenisha Jimerson | Royal Mansion Decor Event Space Planning & Workshop

Location: 6240 Raytown Trafficway

Ward: 1

Property Owner: 1340 East 9th Street Realty Corp.

Project Summary: The applicant is requesting the approval of a **Conditional Use Permit** to request the approval of the "Assembly Room" land use for an event space.

Staff Recommendation: Staff recommends **Approval with Conditions** of the Conditional Use Permit Application. Conditions are outlined below.

Background Information: The applicant, Antenisha Jimerson, is requesting the approval of a Conditional Use Permit for the *"Assembly Room"* land use for the purpose of having an event and workshop space at 6240 Raytown Trafficway, located within the Center 63 Shopping Center. Event spaces are permitted in the NC, Neighborhood Commercial Zoning District with the approval of a Conditional Use Permit. The maximum occupancy will be 300 people based on building and fire code requirements. There will be one more staff member in addition to the applicant.

Zoning: NC, Neighborhood Commercial

Total Land Area: 7.2 Acres

Public Noticing: *The Daily Record:* A public hearing notice was published in The Daily Record Kansas City, on **July 9, 2024**. A copy of the affidavit of publication is included with the attachments to this report. Letters to Residents and Property Owners were mailed to property

owners within 185 feet of the subject property on **July 11, 2024.** A copy of the letter is included with the attachments to this report.

Neighborhood Meeting: The applicant held a neighborhood meeting on Wednesday, July 17, 2024. No one, other than the applicants, attended the meeting.

Adjacent Properties:

	Zoning:	Current Land Use:
North:	NC, Neighborhood Commercial	Commercial Businesses
South:	NC, Neighborhood Commercial	Commercial Businesses
East:	Public Right-of-Way (Arterial)	Raytown Trafficway
West:	NC, Neighborhood Commercial	Commercial Businesses

Land Use Conditions: The land use being requested by the Conditional Use Permit is subject to the following land use condition:

> *"Uses that commonly involve assemblies of large numbers of persons in a small area may require additional architectural analysis to ensure compliance with the adopted building and fire codes of the city. The director of community development or designated representative may determine that such documentation is required to be submitted for review prior to consideration of approval of a commercial use permit by staff or consideration of a conditional use permit by the planning commission."*
>
> **Staff Comment:** Prior to the submission of the Conditional Use Permit application, a Commercial Use Permit inspection was performed by the Building Official and the Raytown Fire Protection District. The space passed all inspections and was deemed sufficient for the operation of an event and workshop space. The maximum occupancy, determined by building and fire codes, is 300 people.

Street Classification: Raytown Trafficway is classified as an **Arterial Street**.

Streets and Sidewalks: The Center 63 Shopping Center is easily accessible for vehicles via Raytown Trafficway, a major arterial. In addition, there is an existing 5-foot ADA-compliant sidewalk along the frontage of Raytown Trafficway.

Parking Requirement: The City of Raytown Municipal Code requires one (1) parking space for each 100 square feet of usable floor area if no fixed seating exists. There are 11,000 square feet of usable floor space within the tenant space, therefore **110** parking spaces are required. The property is able to accommodate this parking requirement. A parking diagram has been included in this packet.

Conditional Use Permit Factors to Be Considered:

1. **The stability and integrity of the various zoning districts.**

   The property is commercial in nature and is surrounded by other commercial uses in the NC Zoning District. The proposed use will be compatible with the surrounding environment and will help to bring patrons to the area.

2. **The conservation of property values.**

   The property is located within the Center 63 shopping development. The approval of the Conditional Use Permit for an event space will help to retain property values as it will occupy a tenant space that has been vacant since October of 2023. No negative change to neighboring property values is expected.

3. **Protection against fire casualties.**

   Prior to the submission of the Conditional Use Permit application, a Commercial Use Permit inspection was performed by the Building Official and the Raytown Fire Protection District. The space passed all inspections and was deemed sufficient for the operation of an event and workshop space.

4. **Observation of general police regulations.**

   If managed properly, the proposed “Assembly Room” use will not violate any general police regulations.

5. **Prevention of traffic congestion.**

   The Center 63 Shopping Center provides three (3) vehicular access points from Raytown Trafficway and has ample parking. It is not anticipated that traffic congestion will be an issue.

6. **Promotion of traffic safety and the orderly parking of motor vehicles.**

   As previously stated, there are three (3) vehicular access points from Raytown Trafficway and the development has ample space for parking. Stalls will be required to be clearly striped. Parking and traffic circulation within the site as well as access to and from is not expected to be an issue.

7. **Promotion of the safety of individuals and property.**

   The tenant space is currently vacant. The approval of a Conditional Use Permit for the purpose of an event space will improve the safety of individuals and property by bringing more people to an underutilized site.

8. **Provisions for adequate light and air.**

No new development is being proposed. The existing shopping center is already developed and provides adequate light and air.

9. **Prevention of overcrowding and excessive intensity of land uses.**

   The Center 63 development is currently underutilized and has plenty of available parking spaces. The proposed business will bring many people to the area for short periods of time during events and will not exceed the property's capacity to handle it.

10. **Provision for public utilities and schools.**

    It is not anticipated that the proposed conditional use will have any impact on schools, and all necessary utilities are available to serve the property.

11. **Invasion by inappropriate uses.**

    The proposed use, the operation of an event and workshop space, is an appropriate use. The area is commercial in nature, has ample parking, and is easily accessible via Raytown Trafficway, a major arterial.

12. **Value, type and character of existing or authorized improvements and land uses.**

    Prior to the submission of the Conditional Use Permit application, a Commercial Use Inspection was performed, which included review by the Building Official and the Fire Department. The building passed all inspections, therefore no improvements to the building are required. A 5-foot ADA compliant sidewalk runs along the frontage of the Center 63 property adjacent to Raytown Trafficway. The parking stalls must be clearly striped, including the required handicap spaces. Other than the parking stall striping, no other public improvements will be required.

13. **Encouragement of improvements and land uses in keeping with overall planning.**

    The Future Land Use Map designates this area for commercial use. The proposed use of an event and workshop space is appropriate for this property and will help bring patrons to a currently underutilized commercial development.

14. **Provision for orderly and proper renewal, development, and growth.**

    The proposed business, if managed properly, will contribute to the orderly and proper renewal, development and growth of the City. The applicant's proposed re-use of a vacant tenant space, combined with the recommended conditions of approval, will contribute to the orderly renewal of the city by continuing occupancy in a structure that otherwise risks remaining vacant for an extended period.

Community Development Department
Planning and Zoning Division
10000 E 59th Street ● Raytown, MO 64133
Phone: 816-737-6014 ● Fax: 816-737-6164

PUBLIC WORKS:

- **Items that require plan revision or additional documentation before engineering can recommend approval:**
  - NONE
- **Items that are conditions of approval:**
  - NONE
- **Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:**
  - NONE

ATTACHMENTS:

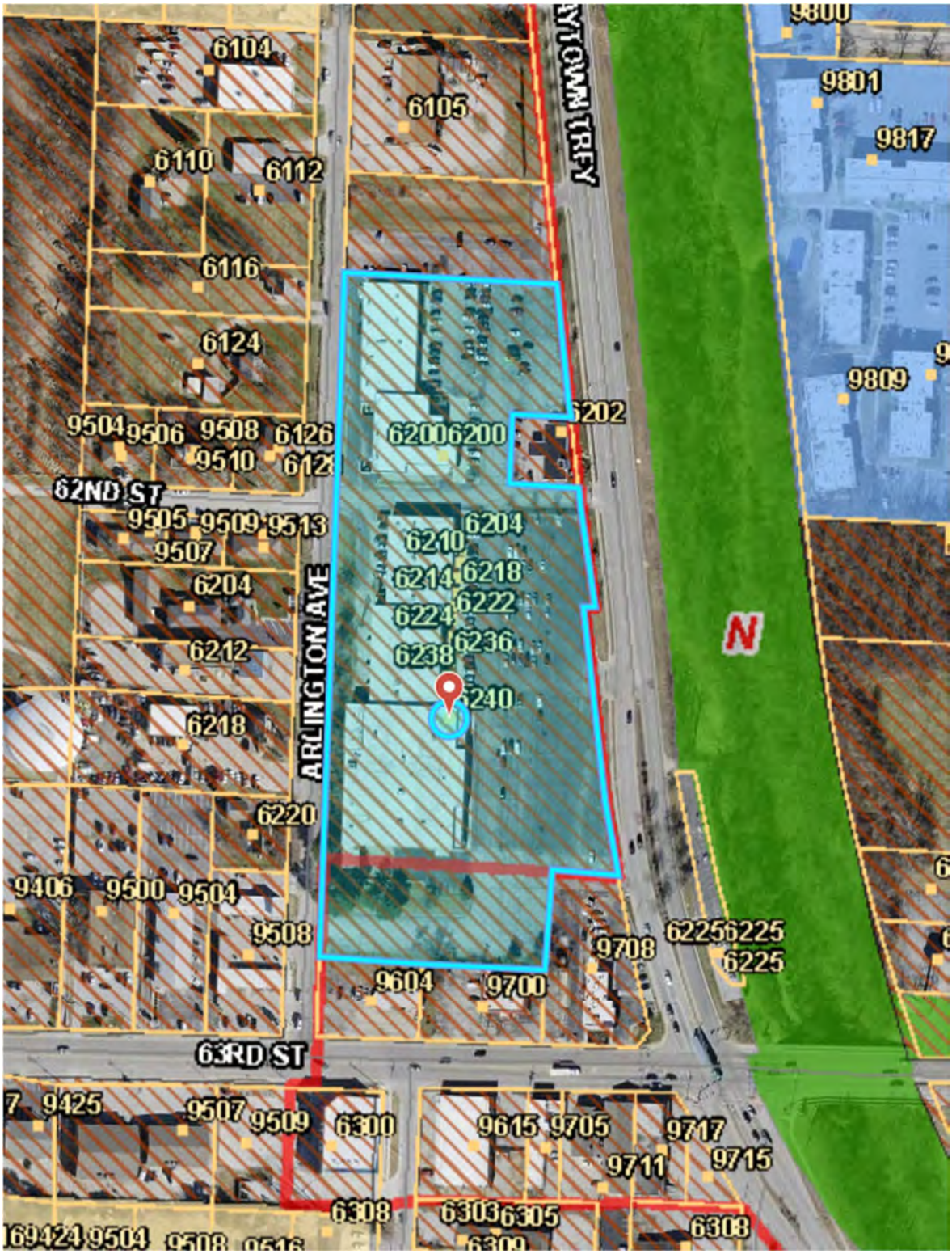
- Zoning Map
- Site Photos
- Public Notice Sign
- Parking Diagram
- Neighborhood Letter
- 185-ft Buffer Map
- Affidavit of Publication
- Application
- Receipt of Paid Taxes
- Street Classification Map
- 1996 Comprehensive Plan – Future Land Use Map

Staff recommends that the Planning & Zoning Commission **Approve** Conditional Use Permit application **PZ-2024-10** subject to the following conditions:

1. The maximum occupancy must not exceed 300 persons.
2. Intent to serve alcohol by the drink on the premises shall require an application to be filed with the City and a permit be issued for such activity before any drinks are served;
3. The required parking stalls must be properly striped including ADA-compliant handicap stalls.
4. The business must comply with all applicable local, state, and federal laws and regulations.
5. The Conditional Use Permit shall not be transferrable beyond the initial intended end-user, Antenisha Jimerson (d/b/a/ Royal Mansion Décor Event Space Planning & Workshop) and will not be transferrable to another location.
6. Signage must be properly permitted and is a separate process.
7. Failure to comply with any of the conditions or provisions contained in the signed ordinance shall constitute violations of both this ordinance and the City's Comprehensive Zoning Code and shall be cause of revocation of the Conditional Use Permit granted herein in addition to other penalties contained in the City Code.

Community Development Department
Planning and Zoning Division
10000 E 59th Street ● Raytown, MO 64133
Phone: 816-737-6014 ● Fax: 816-737-6164

Zoning Map:



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Site Photos:

Community Development Department
Planning and Zoning Division
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Phone: 816-737-6014 ● Fax: 816-737-6164

Public Notice Sign

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Planning and Zoning Division
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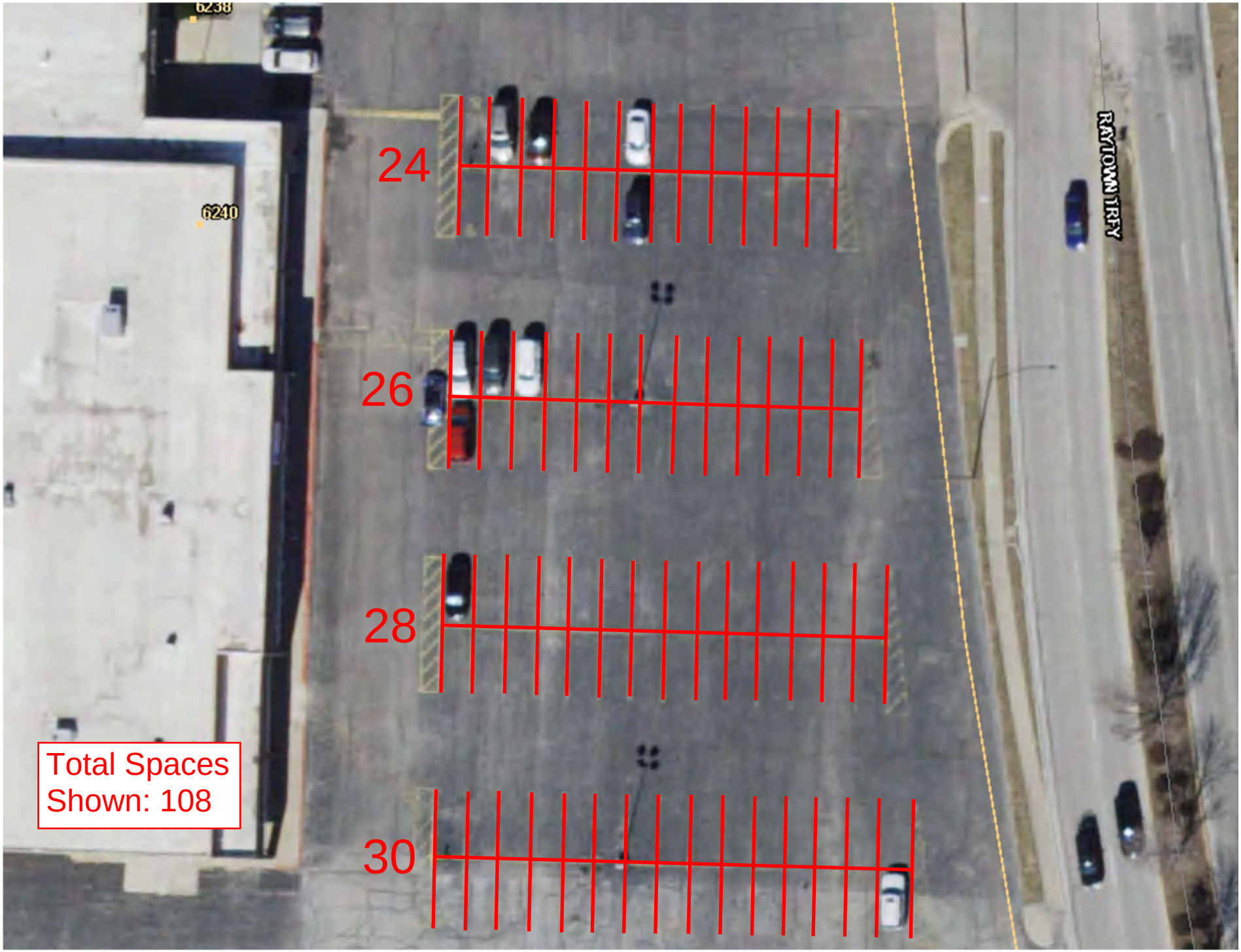
Phone: 816-737-6014 ● Fax: 816-737-6164


6238
6240
24
26
28
30
RAYTOWN TRFY
Total Spaces
Shown: 108

June 21, 2024
Re: Case No: PZ-2024-10

Dear Property Owner/Tenant:

Notice of Neighborhood Meeting and Public Hearings in Your Area

The Raytown Community Development Department is processing a Conditional Use Permit application filed by Antenisha Jimerson on behalf of the property owner requesting the approval of a Conditional Use Permit for the *"Assembly Room"* land use for the purpose of operating an event and workshop space in the tenant space located at 6240 Raytown Trafficway. This property is within the City of Raytown, Missouri and is zoned NC, Neighborhood Commercial. Event spaces are allowed in the NC, Neighborhood Commercial Zoning District with the approval of a Conditional Use Permit.

As a nearby owner or tenant, you are entitled to appear and provide comments at any of the public hearings on this matter or to provide written comments.

The applicant will be holding a neighborhood information meeting at Raytown City Hall at **3:30pm on Wednesday, July 17, 2024**, to which you are invited to discuss the application directly with them. City Staff will not be present at this time. If you have any concerns or need more information about the application, we highly recommend that you attend this meeting.

A public hearing to consider this application will be held by the Raytown Planning & Zoning Commission at 7:00 PM on **Thursday August 1, 2024.** The full packet and agenda will be available for view on the City of Raytown website on **Friday, July 26, 2024.**

The Raytown Board of Aldermen will also hold a public hearing regarding the above-described application, tentatively scheduled for 7:00 PM on **Tuesday, September 3, 2024.**

All public hearings will take place in the Council Chambers at Raytown City Hall located at 10000 E 59th Street, Raytown, MO 64133.

The public is invited to attend the neighborhood meeting and the public hearings to ask questions and provide comments regarding this application. Additional information regarding this application can be obtained from the Department of Community Development located in Raytown City Hall at 10000 East 59th Street, by phone at (816)737-6059 or by email at shanak@raytown.mo.us.

If you will require any special accommodations (i.e., qualified interpreter, large print reader, hearing assistance) to attend either of these public hearings, please notify the Department of Community Development at Raytown City Hall at (816)737-6014 no later than 48 hours prior to the applicable public hearing date.

185-Foot Buffer

The Daily Record Kansas City
920 Main St
Kansas City, MO, 64105
Phone: 8163841801 Fax: 0

The Daily Record
KANSAS CITY

Affidavit of Publication

To: Raytown, City Of, Missouri - City Clerk
10000 E 59Th St
Raytown, MO, 641333915

Re: Legal Notice 2627981, 6240 Raytown Trafficway

State of MO)
) SS:
County of Jackson County)

Before the undersigned Notary Public personally appeared Amanda Loyet on behalf of The Daily Record Kansas City, Jackson County who, being duly sworn, attests that the said newspaper is qualified under the provisions of Missouri Law governing public notices to publish, and did so publish, the notice annexed hereto; starting with the 07/09/2024 edition and ending with the 07/09/2024 edition for a total of 1 publications, and that the date of publications were as follows: 07/09/2024.

Publishers fee: $10.80

By: _____
Amanda Loyet

Sworn to me on this 9th day of July 2024

By: _____
Karie C. Clark
Notary Public, State of MO
No. 20404921
Qualified in Lincoln County
My commission expires on
October 19, 2024

BRANDON M CRAIL
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 20297992
My Commission Expires 03-05-2028

Notice of Public Hearings

Affected Property: 6240 Raytown Trafficway, Raytown, Missouri

Jackson County Parcel ID # 45-210-03-29-00-0-00-000

A public hearing to consider a Conditional Use Permit application for an "Assembly Room" use for an event and workshop space, filed by Antenisha Jimerson, Royal Mansion Décor Event Space Planning & Workshop, to be located on an NC, Neighborhood Commercial District-zoned property addressed as 6240 Raytown Trafficway in Raytown, Missouri, will be held by the Raytown Planning & Zoning Commission at 7:00pm on Thursday, August 1, 2024. The applicant intends to operate a venue for special events. The packet and agenda will be available for view on the City of Raytown website on Friday, July 26, 2024.

The Raytown Board of Aldermen will also hold a public hearing to consider this Conditional Use Permit, tentatively scheduled for 7:00pm on Tuesday, September 3, 2024.

All public hearings will take place in the Council Chambers at Raytown City Hall located at 10000 E. 59th St. Raytown, MO 64133.

The public is invited to attend the public hearings to ask questions and provide comments. Additional information can be obtained from the Department of Community Development located in Raytown City Hall at 10000 E. 59th Street, by telephone at (816)737-6059 or by email at shanak@raytown.mo.us.

If you will require any special accommodation (i.e., qualified interpreter, large print, reader, hearing assistance) to attend either of these public hearings, please notify the Department of Community Development at Raytown City Hall at (816)737-6014 no later than 48 hours prior to the applicable public hearing date.

2627981 Jackson Jul. 9, 2024

Community Development Department
Planning and Zoning Division
10000 E 59th Street • Raytown, MO 64133
Phone: 816-737-6014 • Fax: 816-737-6164

CITY OF RAYTOWN

PLANNING APPLICATION

Office Use Only		Application Type(s):
Case #:	UPRMT-000183-2024	Conditional Use Permit
Fee Paid:	$450.00	
PC Meeting Date:	08/01/24	
B of A Meeting Date:	09/3/24 and 09/17/24	
Newspaper Notice Date:	7/09/24	
Notice Letters Date:	7/11/24	

Project Info:

Project Name: Royal Museum Decor Event Space Planning & Workshop

Project Address: 6240 Raytown Tfwy

Existing Zoning: NC

Existing Land Use: vacant

Proposed Zoning: NC

Proposed Land Use: Event + workshop space

Total Acreage: 7.2 acres

Applicant:

Name of Applicant: Antenisha Jimerson

Company (If Applicable):

Address:

City: State: Zip:

Phone:

Email: Tenisha@queenteshadlcart.com

Applicant Signature:

x [signature]

Revised: 08/17/23

Community Development Department
Planning and Zoning Division
10000 E 59th Street • Raytown, MO 64133
Phone: 816-737-6014 • Fax: 816-737-6164

Property Owner:

Name of Owner: 1340 East 9th Street Realty Corp.

Company (If Applicable):

Address: 194 New Egypt Rd

City: Lakewood State: NJ Zip: 08701

Phone: 800-559-7692

Email: paula@royalproperty.com

Property Owner Signature:

X

Please Give a Detailed Description of the Proposal Below:

With The Royal Mansion Decor Event Space Planning & Workshop we are offering a Top Tier Event Space large and small enough to accommodate Corporate Events, Quinceaneras, Weddings, and Receptions. As well as intimate spaces for smaller events such as Repasses, Baby Showers, Anniversaries, Graduation and Birthdays.

On the workshop side of The Royal Mansion, We aim to provide knowledge and hands on training for a growing industry. There are many facets to event planning. More than just linens and backdrops. It is our endeavor to equip decorators new and old with the tools and the space they need to be successful. Workshops to include how to build your entire vision for your clients professionally. The questions to ask and formats in which they can build into their websites to gain as much information to be able to provide appropriate quotes. The workshop will include but is not limited to the following.

Balloons- Garlands, Columns, Topiary, Walls. The different types of balloons and vendors. Accessories that are needed and how to use them.

Backdrops- Curtains, photos, how to incorporate balloons, floral backdrops, use of props and tables
Props- how to use props, cutouts, marquee numbers.

Florals- How to use floral, which florals to use together, fresh vs synthetic flowers, accessories and tools needed.

Centerpieces- How to create the vision of the client using all of the above to tie into the whole space.

Linens- how to use all forms of chaircovers and sashes. The use of spandex, rosette and satin chaircovers. Different types of chairs and how to use covers and sashes.

The list this workshop space will provide is exhaustive and unlimited as in the decor business its our wish to give the client the event they'll remember for a lifetime. By providing a space for those in the field to learn and grow their business here in Kansas City metro areas we will in no doubt be the place all decorators big and small come to either learn or be a part of the community of family we build along the way.

Revised: 08/17/23

Community Development Department
Planning and Zoning Division
10000 E 59th Street • Raytown, MO 64133
Phone: 816-737-6014 • Fax: 816-737-6164

Landscape Architect:			
Name:	Company:		
Address:	City:	State:	Zip:
Phone:	Email:		
Attorney:			
Name:	Company:		
Address:	City:	State:	Zip:
Phone:	Email:		
Other:			
Name:	Company:		
Address:	City:	State:	Zip:
Phone:	Email:		

1. The proposed action will be in keeping with the character of the neighborhood because:

   Commercial Business

2. The proposed use will be consistent with the uses and zoning on nearby parcels because:

   Shopping Center

3. Prior to submitting this application, the property has been vacant for:

   Unknown

Revised: 08/17/23

CITY OF RAYTOWN

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4. This property is more suited for the proposed use than its current use(s) because:

Large space
Ample parking
Currently Zoned

5. The proposed use could have the following detrimental effects on nearby parcels:

I will even deposit
I will use wedding bookings, event booking

6. If the application is denied, the property owner(s) will face the following hardships:

leave the building vacant

7. Public facilities and utilities are adequate to serve the proposed use as follows:

yes

8. The proposed development implements the Comprehensive Plan in the following ways:

Continued commercial use

9. Additional comments:

Revised: 08/17/23

ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
02/22/2017 08:44:36 AM
WD FEE: $ 24.00 2 Pages
INSTRUMENT NUMBER:
2017E0016083

Special Warranty Deed

THIS DEED dated this 21 **day of February, 2017** WITNESSETH That **Monopoly Acquisitions, LLC, a Missouri limited liability company**, Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS does by these presents, BARGAIN AND SELL, Convey and Confirm unto **1340 East 9th Street Realty Corp**, whose mailing address is 805 Ave. L, Brooklyn, NY 11230, Grantee, its successors and assigns, the following described land situate in **Jackson** County, **Missouri**, to wit:

Tract 1:

A tract of land located in part of Section 34, Township 49 North, Range 32 West, being part of the tract described by the Warranty Deed recorded under Document No. 2012E0027701 of the Jackson County Records, and being part of Lot 1 and part of Lot 2, PENDLETON'S BLUE RIDGE PLACE, a subdivision in Raytown, Jackson County, Missouri, and being more particularly described as follows:

Beginning at the Northwest corner of said Lot 2; thence along the North line of said Lot 2, South 86°58'07" East, 235.35 feet; thence leaving said North line, South 3°02'21" West, 232.83 feet; thence South 86°58'07" East, 365.36 feet, to a point on the Westerly right-of-way line of Blue Ridge Boulevard, as now established; thence along said Westerly right-of-line, South 17°35'47" West, 182.25 feet; thence leaving said Westerly right-of-way line, North 87°01'24" West, 60.53 feet; thence North 03°03'47" East, 65.00 feet; thence North 87°01'24" West, 260.09 feet; thence South 03°01'59" West, 65.00 feet; thence North 87°01'24" West, 227.97 feet, to a point on the East right-of-way line of Woodson Avenue, as now established; thence along said East right-of-way line, North 02°09'12" East, 409.79 feet to the point of beginning.

Also known as Tract 1 on the Certificate of Survey recorded March 3, 2016, as Document No. 2016E0018613, in Book T42, Page 40.

Tract 2:

Together with easements for ingress, egress and parking across all of Lots 1 and 2, PENDLETON'S BLUE RIDGE PLACE, as established by instrument recorded as Document No. I-250410, in Book I-685, Page 723 and modified by instrument recorded as Document No. I-399543, in Book I-963, Page 1785.

Tract 3:

Perpetual, non-exclusive easement for parking of motor vehicles and free right of access, ingress, and egress and all vehicular and pedestrian traffic over the tract of land described as Tract 2 on the Certificate of Survey recorded March 3, 2016, as Document No. 2016E0018613, in Book T42, Page 40, as established by instrument recorded February 25, 2016, as Document No. 2016E0016448.

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

TO HAVE AND TO HOLD the premises aforesaid, with all and singular rights, privileges, appurtenances and immunities thereto belonging or in anywise appearing unto said Grantee, and unto its successors and assigns forever; said Grantor hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it; and that it will warrant and defend the title to said premises unto said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor but none other.
獬IN WITNESS WHEREOF, said Grantor has caused these presents to be executed,
IN WITNESS WHEREOF, said Grantor has caused these presents to be executed, pursuant to due authority, this 21 day of February, 2017

Monopoly Acquisitions, LLC, a Missouri limited liability company

By Christopher S. Payne
Managing Member

STATE OF Kansas

COUNTY OF Johnson

On this 21 day of February, 2017 before me, the undersigned notary public personally appeared, Christopher S. Payne, Managing Member on behalf of Monopoly Acquisitions, LLC, a Missouri limited liability company, known to me to be the person who executed the instrument within and who duly acknowledged execution of the same on behalf of said Limited Liability Company. In witness whereof, I hereunto set my hand and official seal.

Randi K. Canon, Notary Public

My Commission expires: 3/12/20

RANDI K. CANON
Notary Public - State of Kansas
My Appt. Expires March 12, 2020

TAX BILL

Center 63

4528

2023 JOINT GOVERNMENTAL REAL PROPERTY TAX STATEMENT

Property Account #: 45-210-03-17-02-0-00-000

Pay your bill online at: payments.jacksongov.org

PIN #: 1739452

ACCOUNT VALUE	
DESCRIPTION	2023
Market Value Total	$150,000
Taxable Value Total	$48,000
Assessed Value Total	$48,000

TCA: 022
Lender:
Location: NO ADDRESS ASSIGNED BY CITY

45-210-03-17-02-0-00-000
1340 E 9TH STREET REALTY CORP
184 NEW EGYPT RD
LAKEWOOD NJ 08701

04528

TAX DISTRIBUTION

AGENCY	LEVY	AMOUNT
RAYTOWN SCHOOL C-II	6.3200	3,033.59
FIRE DISTRICT - RAYTOWN	1.0832	519.94
JACKSON COUNTY	0.5116	245.57
CITY - RAYTOWN	0.3792	182.02
MID-CONTINENT LIBRARY	0.2911	139.73
METRO JUNIOR COLLEGE	0.1780	85.44
MENTAL HEALTH	0.0953	45.74
BOARD OF DISABLED SERVICES	0.0716	34.37
STATE BLIND PENSION	0.0300	14.40
Total Levy Rate	**8.9600**	

TAXES AND SPECIAL ASSESSMENTS

YEAR DESCRIPTION	AMOUNT BILLED	BALANCE DUE
2023 A/V Principal- Commercial	4300.80	4300.80
2023 Replacement Tax	689.76	689.76
	Total for Tax Year 2023	**$4,990.56**
	Total for All Tax Years	**$4,990.56**

28110

Description of Property

RNG-32 TWP-48 SEC-05
PT OF SE NE 1/4 DAF: BEG AT NW COR SE NE 1/4 TH S 2 DEG W193.16' TO TRU POB TH CONT S 2 DEG W 140' TH S 87 DEG E326.56' TO WLY ROW LI RAYTOWN RD TH N 5 DEG W 141.60' TH N87 DEG W 307.34' TO TRU POB

IMPORTANT:PLEASE DO NOT SEPARATE IF PAYING IN PERSON

(IF PAYING BY MAIL, PLEASE RETURN THIS PORTION AND MAKE CHECK PAYABLE TO: "JACKSON COUNTY COLLECTOR")

YOU MAY PAY YOUR TAXES ONLINE BEFORE 12/31/2023 AT: PAYMENTS.JACKSONGOV.ORG

BALANCES LISTED BELOW IF PAID AFTER 12/31 OF THE YEAR OF THE DELINQUENCY WILL CHANGE IF LEGAL ACTION IS INITIATED FOR THE COLLECTION OF DELINQUENT TAXES.

TAX YEAR	TOTAL DUE	CUMULATIVE DUE
2023	$4,990.56	$4,990.56

2023 YEAR IF PAID AFTER 12/31/2023:

JAN	5,470.65	JUL	5,955.73
FEB	5,551.50	AUG	6,036.58
MAR	5,632.35	SEP	6,117.43
APR	5,713.19	OCT	6,198.28
MAY	5,794.04	NOV	6,279.12
JUN	5,874.89	DEC	6,359.97

45-210-03-17-02-0-00-000
1340 E 9TH STREET REALTY CORP
184 NEW EGYPT RD
LAKEWOOD NJ 08701

DELINQUENT AFTER DECEMBER 31, 2023 **TOTAL TAXES AND ASSESSMENTS DUE: $4,990.56**

Jackson County Collector
P O Box 219747
Kansas City, MO 64121-9747

045210031702000000 9 200000000000 210000000000 220000000000 00000000499056 2

SAVE THE TOP PORTION OF THIS BILL FOR YOUR RECORDS.

Pay On-Line by E-CHECK, CREDIT or DEBIT CARD at: payments.jacksongov.org

THE ONLINE PAYMENT WEBSITE WILL CLOSE AT 11:40 P.M. ON DECEMBER 31 AND PAYMENT WILL BE LATE IF MADE AFTER THE WEBSITE REOPENS IN THE NEW YEAR.

1. Business hours: The Jackson County Courthouse and the Historic Truman Courthouse are open 8 AM - 5 PM, M - F, excluding holidays observed by Jackson County. Visit www.jacksongov.org for a list of holidays observed. **All County locations are closed on December 31, 2023.**
2. Make check or money order to: Jackson County Collector and include your **PROPERTY ACCOUNT NUMBER**.
3. Paying by Mail? **Payment will be late if postmarked after December 31.**
   - Tear off the **Payment Coupon** below and include with your payment.
4. Paying in Person?
   - Bring the **ENTIRE BILL** (top and bottom) with payment to one of these locations:

Jackson County Courthouse	Historic Truman Courthouse
415 E. 12th St, Suite 100	112 W. Lexington Ave, Suite 114
Kansas City, MO 64106	Independence, MO 64050

5. Paying Late? **Interest, penalties, and fees will accrue if payment is late.** If paying late, see your account information online at www.jacksongov.org or call (816) 881-3232 for total amount due at the time your payment will be received. Persons paying late risk being included on the annual published top 50 delinquent taxpayers list.
6. We do accept partial payments. Interest, penalties, and fees will accrue on any unpaid amount the first day each month if not paid on or before December 31. Partial payments cannot be made online.
7. **RECEIPTS will only be mailed upon request.** To check the status of your payment or obtain current and prior year receipts visit www.jacksongov.org and click on "tax receipts". You may also email Collections@jacksongov.org using "Receipt Request" in the subject line and include your property account number(s) in the email.

REAL ESTATE TAXES

The property owner is responsible for obtaining and paying the bill prior to December 31. **If property is mortgaged and your mortgage payments include taxes,** please forward this **ENTIRE BILL** to your loan company with a note of explanation.

SPECIAL FOR SENIORS/DISABLED

Are you 65 or older or 100% disabled? If so, subject to certain limitations, you may qualify for a **state income tax credit** administered by the State of Missouri for property tax or rent paid on your residence. For information call (573) 751-3505 or visit the State website: https://dor.mo.gov/personal/ptc/

SENIORS (62 & over) can qualify to pay real estate taxes on their primary residence in **four equal installments.** The first installment must be paid by December 31 of the applicable tax year and subsequent installments must be paid on or before February 28, May 31, and August 31 of the following year.

To enroll, a taxpayer must complete a **Senior Citizen Quad Payment Plan Application**, which may be printed online at: https://www.jacksongov.org/Government/Departments/Collection/Tax-Payment-Methods/Senior-Quad-Payment-Program or is available at the offices listed above. **Failure to pay on time will result in accrual of interest, penalties, and fees retroactively to January 1 and possible removal from the program.**

QUESTIONS? For individual personal property tax questions call (816) 881-1330. For business personal property tax questions call (816) 881-4672. For real property tax questions call (816) 881-3530. For general tax questions, call (816) 881-3232. For questions related to a pending BOE appeal, call (816) 881-3309. Telephones are staffed during the business hours described in #1 above.

Payment Coupon

Return this portion with payment

The online payment website will close at 11:40 P.M. on December 31. Taxes paid online after the website reopens in the New Year will accrue interest, penalties and fees pursuant to Missouri statutes.

SAVE TIME AND PAY CONVENIENTLY ON-LINE AT: payments.jacksongov.org

Tax statements are mailed as a convenience to the taxpayer, but failure to receive a tax statement does not relieve the taxpayer of the obligation to pay the taxes when due.
Mo. Revised Statutes 52.240.

CHANGE OF ADDRESS:

NAME _____

STREET _____ APT # _____

CITY _____ STATE _____ ZIP _____

Official Receipt

Jackson County, MO

2023 Property Tax

Paid November 30th, 2023

Receipt Details

Receipt Number
13755084

Amount Applied
$4,990.56

Payer Name
1340 E 9TH STREET REALTY CORP

Tender Type
ELECTRONIC CHECK

Payer Address
NO ADDRESS ASSIGNED BY CITY
RAYTOWN, MO 64133

Real Property

Property Account Number 45-210-03-17-02-0-00-000

Name
1340 E 9TH STREET REALTY CORP

Address
NO ADDRESS ASSIGNED BY CITY
RAYTOWN, MO 64133

Since
2019-10-11

To
--

Legal Line
RNG-32 TWP-48 SEC-05 PT OF SE NE 1/4 DAF: BEG AT NW COR SE NE 1/4 TH S 2 DEG W

Tax Year 2023

Receipt Details

Amount Applied	Unpaid Balance	Description
$4,300.80	$0.00	A/V Principal-Commer
$689.76	$0.00	Replacement Tax

Distribution of Districts

STATE BLIND PENSION
$14.40
BOARD OF DISABLED SERVICES
$34.37
MENTAL HEALTH
$45.74
METRO JUNIOR COLLEGE
$85.44
MID-CONTINENT LIBRARY
$139.73
CITY - RAYTOWN
$182.02
JACKSON COUNTY
$245.57
FIRE DISTRICT - RAYTOWN
$519.94
RAYTOWN SCHOOL C-II
$3,033.60

Any unpaid balance will continue to accumulate interest, penalties, and fees.

This receipt reflects the amount of any current unpaid balance at the time this receipt is generated. It does not include any such interest, penalties and fees that are later accrued. Changes to the account may change the unpaid balance amount.

If this payment does not clear your financial institution, this receipt is void and you may receive a returned item fee and late penalty. Please verify with your financial institution that this payment has cleared.

TAX BILL

Center 63

4532

2023 JOINT GOVERNMENTAL REAL PROPERTY TAX STATEMENT

Property Account #: 45-210-03-29-00-0-00-000

Pay your bill online at: payments.jacksongov.org

PIN #: 1739452

ACCOUNT VALUE	
DESCRIPTION	2023
Market Value Total	$781,300
Taxable Value Total	$250,016
Assessed Value Total	$250,016

TCA: 022
Lender:
Location: 6134 RAYTOWN TRFY

45-210-03-29-00-0-00-000 04532
1340 E 9TH STREET REALTY CORP
184 NEW EGYPT RD
LAKEWOOD NJ 08701

TAX DISTRIBUTION

AGENCY	LEVY	AMOUNT
RAYTOWN SCHOOL C-II	6.3200	15,801.01
FIRE DISTRICT - RAYTOWN	1.0832	2,708.17
JACKSON COUNTY	0.5116	1,279.08
CITY - RAYTOWN	0.3792	948.06
MID-CONTINENT LIBRARY	0.2911	727.80
METRO JUNIOR COLLEGE	0.1780	445.03
MENTAL HEALTH	0.0953	238.27
BOARD OF DISABLED SERVICES	0.0716	179.01
STATE BLIND PENSION	0.0300	75.00
Total Levy Rate	**8.9600**	

TAXES AND SPECIAL ASSESSMENTS

YEAR DESCRIPTION	AMOUNT BILLED	BALANCE DUE
2023 A/V Principal- Commercial	22401.43	22401.43
2023 Replacement Tax	3592.73	3592.73
	Total for Tax Year 2023	**$25,994.16**
	Total for All Tax Years	**$25,994.16**

32110

Description of Property

SEC-05 TWP-48 RNG-32---PT SE 1/4 NE 1/4 DAF: BEG SW COR SE 1/4 NE 1/4 TH N 939.15' TH E 301.56' TH S 5 DEG E 182.88' TH W 81.55' TH S 2 DEG W 95.37' TH E 94.5' TH S 5 DEG E 170.42' TH W 15' TH SE 270.1' TH SE 102.1' TH W 91.8' TH S 130' TH W 310.24' TO POB

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BALANCES LISTED BELOW IF PAID AFTER 12/31 OF THE YEAR OF THE DELINQUENCY WILL CHANGE IF LEGAL ACTION IS INITIATED FOR THE COLLECTION OF DELINQUENT TAXES.

TAX YEAR	TOTAL DUE	CUMULATIVE DUE
2023	$25,994.16	$25,994.16

2023 YEAR IF PAID AFTER 12/31/2023:

JAN	28,494.80	JUL	31,021.43
FEB	28,915.90	AUG	31,442.54
MAR	29,337.01	SEP	31,863.64
APR	29,758.11	OCT	32,284.75
MAY	30,179.22	NOV	32,705.85
JUN	30,600.33	DEC	33,126.96

45-210-03-29-00-0-00-000
1340 E 9TH STREET REALTY CORP
184 NEW EGYPT RD
LAKEWOOD NJ 08701

DELINQUENT AFTER DECEMBER 31, 2023 **TOTAL TAXES AND ASSESSMENTS DUE: $25,994.16**

Jackson County Collector
P O Box 219747
Kansas City, MO 64121-9747

045210032900000004 200000000000 210000000000 220000000000 0000002599416 3

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SENIORS (62 & over) can qualify to pay real estate taxes on their primary residence in **four equal installments.** The first installment must be paid by December 31 of the applicable tax year and subsequent installments must be paid on or before February 28, May 31, and August 31 of the following year.

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Mo. Revised Statutes 52.240.

CHANGE OF ADDRESS:

NAME _____

STREET _____ APT # _____

CITY _____ STATE _____ ZIP _____

Official Receipt

Jackson County, MO

2023 Property Tax

Paid November 30th, 2023

Receipt Details

Receipt Number
13755074

Amount Applied
$25,994.16

Payer Name
1340 E 9TH STREET REALTY CORP

Tender Type
ELECTRONIC CHECK

Payer Address
6134 RAYTOWN TRFY
RAYTOWN, MO 64133

Real Property

Property Account Number 45-210-03-29-00-0-00-000

Name
1340 E 9TH STREET REALTY CORP

Address
6134 RAYTOWN TRFY
RAYTOWN, MO 64133

Since
2019-10-11

To
--

Legal Line
SEC-05 TWP-48 RNG-32---PT SE 1/4 NE 1/4 DAF: BEG SW COR SE 1/4 NE 1/4 TH N 939.15' TH E 301.56' TH S 5 DEG E 182.88' TH W 81.55' TH S 2 DEG W 95.37' TH E 94.5' TH S 5 DEG E 170.42' TH W 15' TH SE 270.1' TH SE 102.1' TH W 91.8' TH S 130' TH W 310.24' TO POB

Tax Year 2023

Receipt Details

Amount Applied	Unpaid Balance	Description
$22,401.43	$0.00	A/V Principal-Commer
$3,592.73	$0.00	Replacement Tax

Distribution of Districts

STATE BLIND PENSION
$75.00
BOARD OF DISABLED SERVICES
$179.01
MENTAL HEALTH
$238.27
METRO JUNIOR COLLEGE
$445.03
MID-CONTINENT LIBRARY
$727.80
CITY - RAYTOWN
$948.06
JACKSON COUNTY
$1,279.08
FIRE DISTRICT - RAYTOWN
$2,708.17
RAYTOWN SCHOOL C-II
$15,801.01

Any unpaid balance will continue to accumulate interest, penalties, and fees.

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CITY OF RAYTOWN

2014-2015

HIGHWAY

ARTERIAL

COLLECTOR

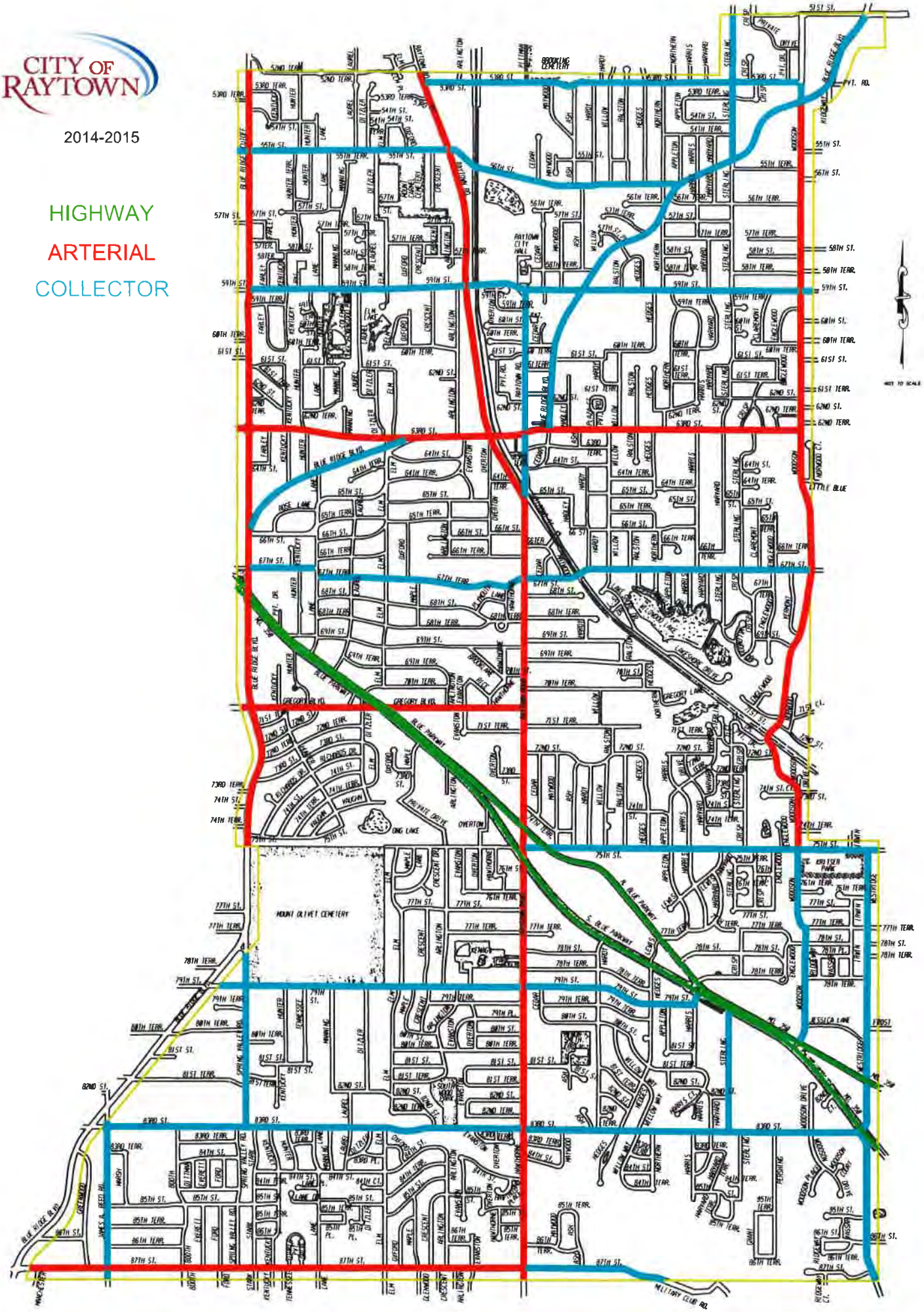
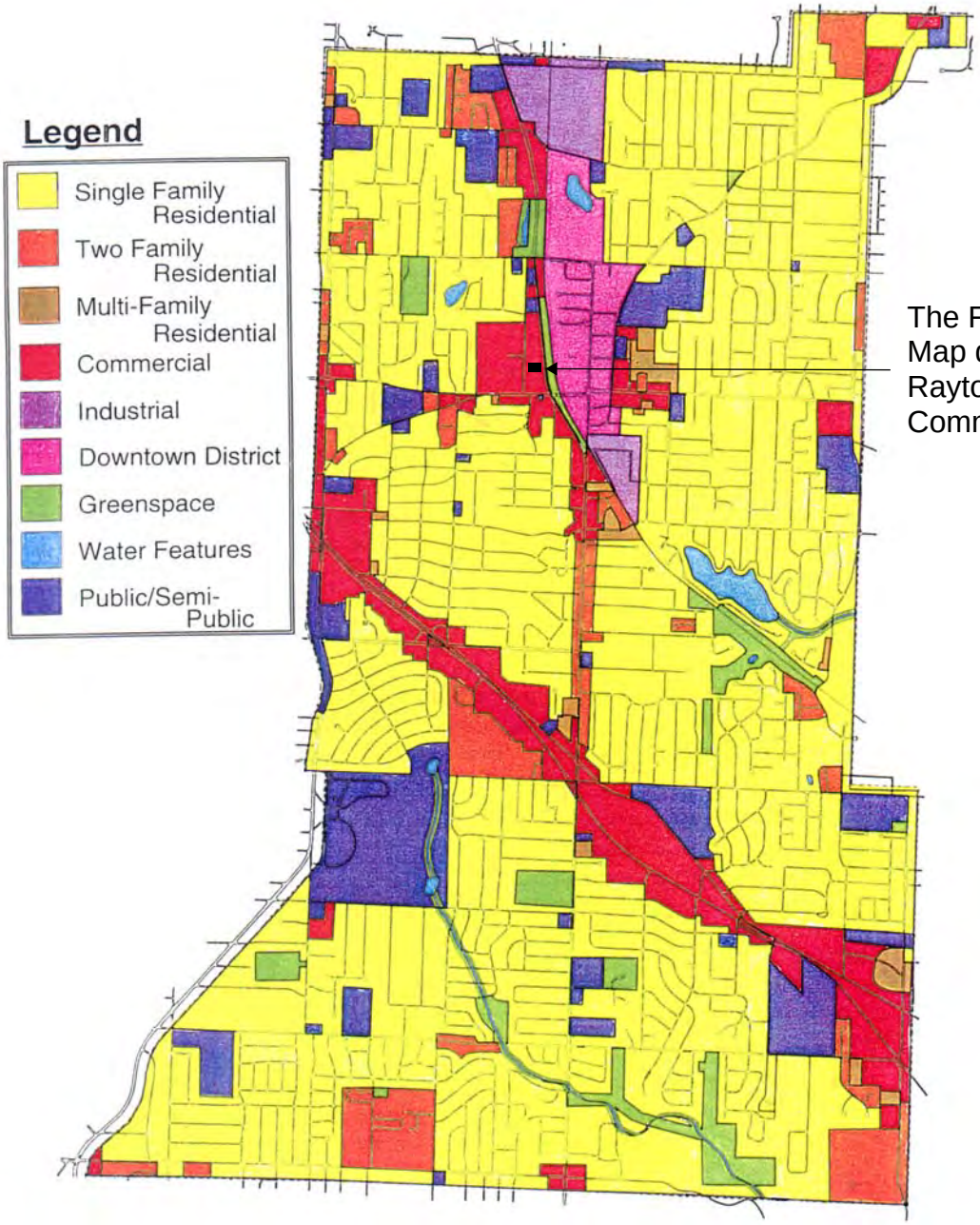


FIGURE 11
Future Land Use Map



The Future Land Use Map designates 6240 Raytown Trafficway for Commercial Use

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 09/06/2024

MEETING DATE: September 17, 2024

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution Budget Amendment

SUBJECT/REQUEST

R-3630-24: AMERICAN RESCUE PLAN ACT (ARPA) FUND TRANSFER IN THE AMOUNT OF $1,359,391.33 FOR THE 2023-2024 BUDGET.

BACKGROUND/JUSTIFICATION

On August 20, 2024, Damon Hodges, City Administrator, updated the Board of Alderman on the American Rescue Plan Act (ARPA) funding. In addition, Damon Hodges explained which projects were going to utilize the ARPA funding. This resolution is a continuation of the allocation of funding for the specified projects discussed on the August 20, 2024, meeting. In order to utilize this funding, a budget transfer needs to occur to fund the specified projects. This budget transfer only addresses the projects being brought forth today. Public Works is making all the requests of $1,359,391.33 to be transferred from the ARPA account and distributed to Sanitary Sewer Fund in the amount of $1,239,041.33, and the American Rescue Plan Act - Revenue for the Police in the amount of $120,350.00.

The $1,359,391.33 ARPA funding will fund the following projects: 87th Street Equalization Basin Project ($914,208.63), Wildwood North Sanitary Sewer Project ($172,774.70), Wildwood North Sanitary Sewer Engineering Oversight ($152,058.00), and the Police Department FLOCK system ($120,350.00).

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Budget Transfer	City of Raytown
Amount of Request:	$1,359,391.33
ARPA Current Balance	$4,338,910.01
From Account Name	General Revenue

From Account Number	101-00-00-100-59951
Amount	$1,359,391.33
To Account Name	American Rescue Plan Act - Revenue
To Account Number	101-00-00-723-43101
Amount	$ 120,350.00
To Account Name and #:	Sanitary Sewer Revenue Fund
To Account Number	501-00-00-100-49999
Amount	$1,239,041.33

REVIEWED BY

Robinson Camp
Michael Graham
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso 2023-2024 Budget Amendment-Police and Public Works Projects-ARPA Funds

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

RESOLUTION NO.: R-3630-24

A RESOLUTION AMENDING THE FISCAL YEAR 2023-2024 BUDGET RELATED TO POLICE AND PUBLIC WORKS PROJECTS UTILIZING AMERICAN RESCUE PLAN ACT FUNDS

WHEREAS, pursuant to Resolution R-3550-23, the Fiscal Year 2023-2024 Budget was approved; and

WHEREAS, it is necessary to amend the Fiscal Year 2023-2024 Budget; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to amend the Fiscal Year 2023-2024 Budget;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the Fiscal Year 2023-2024 budget approved by Resolution R-3550-23 is hereby amended as follows:

Transfer From:	**Transfer To:**
101.00.00.100.59951	101.00.00.723.43101
$1,359,391.33	$120,350.00
	501.00.00.100.49999
	$1,239,041.33

FURTHER THAT the City Administrator is hereby authorized to execute all documents necessary to this transaction and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of September, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 09/09/2024

MEETING DATE: September 17, 2024

SUBMITTED BY: **DEPARTMENT: Police Department**

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

R-3631-24: Authorization and approval for an agreement with Flock Group, Inc for Flock Safety Platform Cameras and Software in an amount not to exceed $120,350.00 and to amend the 2023-2024 fiscal year budget.

BACKGROUND/JUSTIFICATION

The Police Department is always seeking ways to improve public safety efforts and crime prevention. In our research, Flock Safety's license plate reader (LPR) cameras have emerged as a vital tool in enhancing crime prevention and public safety across Jackson County and the greater Kansas City metro area. These innovative cameras offer a multitude of benefits that bolster law enforcement efforts and strengthen community safety.

The camera system and software would consist of leasing a total of 10 cameras placed strategically around Raytown that will capture still images of motoring vehicles. One camera may be relocated as needed based on crime patterns and the other nine will be permanently placed in locations based on historical crime data. The camera images are then fed into a searchable database accessible not only by Raytown PD, but by other law enforcement agencies in the Kansas City Metro area. The included software also provides the Department with images from other Flock cameras placed in other portions of the metro area. This collaboration enhances the efficiency of investigations and aids in tracking criminals who may operate across jurisdictional boundaries. By pooling resources and intelligence, police departments can better target criminal activity and improve overall public safety.

Furthermore, these cameras play a pivotal role in providing investigational leads and prosecuting crimes. They capture high-resolution images of license plates, timestamps, and vehicle details, offering critical evidence that can be instrumental in solving crimes. This not only deters criminal behavior but also ensures that those who do commit crimes are held accountable, ultimately contributing to a safer community. Whether its identifying suspect vehicles involved in criminal activities or locating missing persons, Flock Safety's technology empowers law enforcement with valuable information, expediting investigations and increasing the likelihood of successful outcomes. In 2023, two homicide investigations have been significantly assisted by Flock LPR hits on the suspect vehicles, and the technology can be applied to anything involving a vehicle, including property crimes and missing persons cases.

In conclusion, Flock Safety's license plate reader cameras are a cornerstone of modern crime

prevention and public safety efforts. Their ability to foster cross-jurisdictional cooperation, provide investigational leads, and aid in prosecuting crimes demonstrates their invaluable role in protecting communities throughout Jackson County and the greater Kansas City metro area.

The agreement to be purchased using American Rescue Plan Act (ARPA) funding. It will supply three years of camera and software access. Pursuant to the budget amendment resolution (Resolution No.: R-3630-24) (This is the resolution that is being approved at the September 17th BOA meeting), the ARPA funds were transferred from the American Rescue Plan Act-Revenue to the American Rescue Plan Act-Expense. This budget amendment would transfer $120,350.00 as detailed in the financial impact table below.

RECOMMENDED MOTION

Approval of contract as submitted and amend 2023-2024 budget.

PREVIOUS ACTION

None

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	Flock Group, Inc.
Amount of Request/Contract:	$120,350.00
Amount Budgeted:	0.00
From Account Name:	American Rescue Plan Act-Revenue
From Account Number:	101-00-00-723-43101
Amount	$120,350.00
To Account Name:	American Rescue Plan Act- Expense
To Account Number:	101-00-00-723-54104
Amount:	$120,350.00

REVIEWED BY

Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Flock Group, LLC. Master Agreement 2023-2024
2. MSA - MO - Raytown PD - Law Enforcement Agreement (1)
3. MO - Raytown PD - Law Enforcement Agreement -_
4. Flock Safety - Sole Source Letter 2024 (RTCC)

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:	09-09-24	Attached

A RESOLUTION AUTHORIZING AND APPROVING A MASTER SERVICES AGREEMENT WITH FLOCK GROUP, INC. IN AN AMOUNT NOT TO EXCEED $120,350.00 FOR FISCAL YEAR 2023-2024 AND AMEND THE FISCAL YEAR 2023-2024 BUDGET

WHEREAS, the City of Raytown's Police Department is seeking ways to improve public safety efforts and crime prevention; and

WHEREAS, the utilization of Flock Safety Platform Cameras and Software offer a multitude of benefits that bolster law enforcement efforts and strengthen community safety; and

WHEREAS, the City of Raytown in adoption of its purchasing policy has required Board of Aldermen approval for purchases in which the cumulative value with a single vendor exceeds $15,000.00 during the fiscal year; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has further approved the practice of purchasing goods and services from sole source vendors without competitive bid; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City to authorize and approve a Master Services Agreement with Flock Group, Inc. for Flock Safety Platform Cameras and Software for fiscal year 2023-2024 in an amount not to exceed $120,350.00; and

WHEREAS, pursuant to Resolution R-3550-23, the Fiscal Year 2023-2024 Budget was approved, and it is necessary to amend the Fiscal Year 2023-2024 Budget; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to amend the Fiscal Year 2023-2024 Budget.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the Master Services Agreement with Flock Group, Inc. for Flock Safety Platform Cameras and Software for fiscal year 2023-2024 in an amount not to exceed $120,350.00 in substantially the same form as attached hereto as Exhibit "A" and incorporated herein, is hereby authorized and approved; and

FURTHER THAT the Fiscal Year 2023-2024 budget approved by Resolution R-3550-23 is hereby amended as follows:

FROM:	**TO:**
American Rescue Plan Act-Revenue 101.00.00.723.43101 $120,350.00	American Rescue Plan Act-Expense 101.00.00.723.54104 $120,350.00

FURTHER THAT the City Administrator is authorized to execute all documents necessary to these transactions and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of September, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***"). This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("***Permitted Purpose***").

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Agreement***" means the order form (to be provided as Exhibit A, "Order Form"), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 "***Customer Data***" means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 "***Effective Date***" means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 "***Footage***" means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.
1.12 "***Installation Services***" means the services provided by Flock for installation of Flock Services.
1.13 "***Permitted Purpose***" means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.
1.14 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.
1.15 "***Term***" means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.
1.16 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for

malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. <u>Flock does not own and shall not sell Customer Data.</u>

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information,

content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (***"Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the

foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or

third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 **Taxes.** To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a ***"Defect***"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION

11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

Flock Safety + MO - Raytown PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Lisa Dunn
lisa.dunn@flocksafety.com
3146032079

flock safety

EXHIBIT A

ORDER FORM

Customer:	MO - Raytown PD	Initial Term:	36 Months
Legal Entity Name:	MO - Raytown PD	Renewal Term:	24 Months
Accounts Payable Email:	kuehlr@raytownpolice.org	Payment Terms:	Net 30
Address:	10000 E 59th St Kansas City, Missouri 64133	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$39,000.00**
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	1	Included
Enhanced LPR Upgrade	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	9	Included
Flock Safety Falcon ® Flex	Included	1	Included
Flock Safety Platform Add Ons			
Traffic Analytics Package	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	4	$2,600.00
Professional Services - Existing Infrastructure Implementation Fee	$150.00	5	$750.00

Subtotal Year 1:	$42,350.00
Annual Recurring Subtotal:	$39,000.00
Estimated Tax:	$0.00
Contract Total:	$120,350.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$42,350.00
Year 2 (Annual Recurring after Year 1)	$39,000.00
Year 3	$39,000.00
Contract Total	$120,350.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOS™	Flock Safety's situational awareness operating system.	
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Falcon® Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Convoy Search	Unearth hidden connections by detecting suspect vehicles that frequently travel together. This tool is invaluable for investigating organized or serial crimes and identifying accomplices.
Visual Search	Transforms any digital photo into a potent investigative lead, enhancing evidence collection. Upload the image of a vehicle into FlockOS® to initiate a reverse image search that will help you identify crucial suspect vehicle information and unlock dead-end investigations.
Multi Geo Search	Connects the dots between multiple crimes and crime scenes. Link a suspect vehicle to multiple incidents based on location, without needing a vehicle description or plate number.
Custom Hot List Attachments	The ability to add case notes, photos, reports, and other relevant case information to Custom Hot List Alerts
Custom Hot List Deconfliction	Allows Flock Safety users to identify overlapping investigations within their agency and within other law enforcement agencies and provide the contact information of opted-in parties to facilitate collaboration.
Unlimited Vehicle Description Alerts	Users can set up and receive notifications for suspect vehicles based on body type, make, color, location and timeframe. Notifications are sent via app, SMS or email when a vehicle matching the predetermined criteria passes a camera in your organization's network.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Customer: MO - Raytown PD**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
		PO Number:	_____

flock safety

Sole Source Letter for Flock Safety® RTCC and ALPR Solution

Flock Safety® is the sole manufacturer, developer, and distributor of the proprietary Flock Safety Falcon® ALPR Camera and FlockOS® Real Time Crime Center integrated solution. Flock Safety® is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety® ALPR Camera.

The Flock Safety® ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Real Time Crime Center Platform:
    - Flock Safety is the only Real-Time-Crime-Center (RTCC) platform that offers its own proprietary ALPR product *and* proprietary RTCC product with native integration from one provider
    - FlockOS® is the world's first and only public safety operating system compatible with Flock Safety™ live streaming fixed and Flock Safety PTZ Condor™ camera, Flock Safety Raven™ gunshot audio detection, while seamlessly integrating first and third-party data across video, LPR, and audio to deliver real-time intelligence and retroactive crime solving in a single-pane real-time crime center
    - Ability to enhance situational awareness capacity by layering all intelligence streams onto the FlockOS® ESRI-based map
    - FlockOS® features Flock Safety's unique Real-Time Routing feature that analyzes various data sources to determine where a suspect vehicle has been and its' direction of travel providing users with possible outcomes based on a confidence threshold
2. Vehicle Fingerprint Technology®:
    - Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
    - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
    - Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
    - Only LPR provider with "Visual Search" which can transform digital images

from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
- Flock Safety Falcon Flex®: an infrastructure-free, location-flexible license plate reader camera that is easy to self-install. Flock Safety Falcon Flex® ties seamlessly into the Flock Safety® ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

3. Integrated Cloud-Software & Hardware Platform:
   - Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
   - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
   - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
   - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
   - Utilizes motion capture to start and stop recording without the need for a reflective plate
   - Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
   - On device machine processing to limit LTE bandwidth consumption
   - Cloud storage of footage
   - Covert industrial design for minimizing visual pollution

4. Transparency & Ethical Product Design:
   - One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock Safety® system
   - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
   - Privacy controls to enable certain vehicles to “opt-out” of being captured

5. Integrated Audio & Gunshot Detection:
   - Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)

6. Live Video Integration:
   - Ability to apply computer vision to third-party cameras using Flock Safety Wing® LPR, transforming them to evidence capture devices using the same

Vehicle Fingerprint technology offered on the Flock Safety Falcon® ALPR cameras

- Flock Safety Wing® Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
- Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety Wing® Suite
- Ability to access live and recorded video using Flock Safety Condor™, a subscription video solution which allows officers to remotely view instant replay of downloadable live on-scene video with PTZ controls and 25X optical zoom without the need for additional camera network set-up, installation, or up-keep.

7. Warranty & Service:
    - Lifetime maintenance and support included in subscription price
    - Flock Safety® is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
    - Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,

Garrett Langley CEO, Flock Safety®

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 09/06/2024

MEETING DATE: September 17, 2024

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution Budget Amendment

SUBJECT/REQUEST

R-3632-24: Authorization to approve an agreement with Kissick Construction Company for sanitary sewer system improvements in the Wildwood North sewershed at a cost not to exceed $1,548,763.70 and amend the 2023-2024 Fiscal Budget

BACKGROUND/JUSTIFICATION

Staff used our on-call engineer GBA Engineers to design this sanitary sewer project to put out to bid for construction. The Public Works Department received 3 sealed bids that were opened on Wednesday, August 28, 2024 at 2:30pm. Kissick Construction is the lowest, responsive, responsible bidder with a total Bid of $1,407,967.00 and is being recommended for approval. Staff is requesting additional purchasing authority to accommodate potential change orders on this project of an additional 10% = $140,796.70.

- Kissick Construction Company = $1,407,967.00
- Redford Construction = $1,755,866.00
- Havens Construction = $1,888,592.80

This portion of the city sanitary sewer system has been selected for a 2024 Sanitary Sewer Maintenance Project. The City of Raytown Public Works Department selected the project area based on very high and high risk scores determined by our asset management system NEER.

This work will consist of installing 5,100 feet of cured in place pipe liner (CIPP), 565' of new sewer pipe, service line lateral connection repairs, convert 8 lampholes into manholes, and manhole repairs.

The project is funded by sanitary sewer and American Rescue Plan Act (ARPA) funds. Pursuant to the budget amendment resolution (Resolution No.: R-3630-24) (This is the resolution that is being approved at the September 17th BOA meeting), the ARPA funds were transferred from the general fund to the sanitary sewer revenue fund. This budget amendment would transfer $172,774.70 from the sanitary sewer revenue fund to the sanitary sewer capital expenditures account to make a total combined amount of $1,548,763.70 as detailed in the financial impact table below.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor	Kissick Constru
Amount of Request/Contract	$1,548,763.70
Amount Budgeted:	$1,375,989.00
From Account Name	Sanitary Sewe
From Account Number	501-00-00-100
Amount	$ 172,774.70
To Account Name	Sanitary Sewe
To Account Number	501-62-00-100
Amount	$ 172,774.70
Budgeted Amount + Transfer	$1,548,763.70

REVIEWED BY

Robinson Camp
Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Sanitary Sewer Project 2023-2024-Kissick Construction
2. 1b location map Sanitary 2023-24 WWN
3. 1c Bid Results - WWN sanitary imp
4. 1d 2023_Wildwood_North_Area_1_Bid_Recommendation_Letter_20240903

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain

Secretary of State:		on file in PW Dept.
Certificate of Insurance:		on file in PW Dept.
E-Verify Affidavits:		on file in PW Dept.
E-Verify proof of enrollment:		on file in PW Dept.
Bond:		on file in PW Dept.
IRS Form W-9:		on file in PW Dept.
Bid/RFP/RFQ: (submit all)		on file in PW Dept.
Bid/RFP/RFQ Tabulation:	X	
Bid Waiver: Sole source or less than three bids		N/A
Contractor address and email:		on file in PW Dept.
Project Exemption Certificate needed:		N/A
Other:		

RESOLUTION NO.: R-3632-24

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH KISSICK CONSTRUCTION FOR THE 2023-2024 SANITARY SEWER MAINTENANCE PROJECT IN AN AMOUNT NOT TO EXCEED $1,548,763.70 FOR FISCAL YEAR 2023-2024 AND AMEND THE FISCAL YEAR 2023-2024 BUDGET

WHEREAS, the City of Raytown (the "City") issued an invitation to bid for the 2023-2024 Sanitary Sewer Maintenance Project; and

WHEREAS, the Public Works Department received three (3) bids in response to the invitation and has determined that the bid submitted by Kissick Construction in the amount of $1,407,967.00 was the most advantageous bid received; and

WHEREAS, the City finds Kissick Construction meets all of the qualifications as the lowest and best bidder for the project; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Kissick Construction for the 2023-2024 Sanitary Sewer Maintenance Project in the amount of $1,407,967.00; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional $140,796.70 to fund any changes in the project for a total project amount not to exceed $1,548,763.70; and

WHEREAS, pursuant to Resolution R-3550-23, the Fiscal Year 2023-2024 Budget was approved, and it is necessary to amend the Fiscal Year 2023-2024 Budget; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to amend the Fiscal Year 2023-2024 Budget.

NOW THEREFORE, **BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

THAT the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Kissick Construction for the 2023-2024 Sanitary Sewer Maintenance Project in the amount of $1,407,967.00 attached hereto as Exhibit "A" and incorporated herein, and the agreement is hereby authorized and approved; and

FURTHER THAT the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional $140,796.70 to fund any changes in the project for a total project amount not to exceed $1,548,763.70; and

FURTHER THAT the Fiscal Year 2023-2024 budget approved by Resolution R-3550-23 is hereby amended as follows:

FROM:	**TO:**
Sanitary Sewer Revenue Fund 501.00.00.100.49999 $172,774.70	Sanitary Sewer Capital Expenditures 501.62.00.100.57000 $172,774.70

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of September, 2024.

_____
Michael McDonough, Mayor

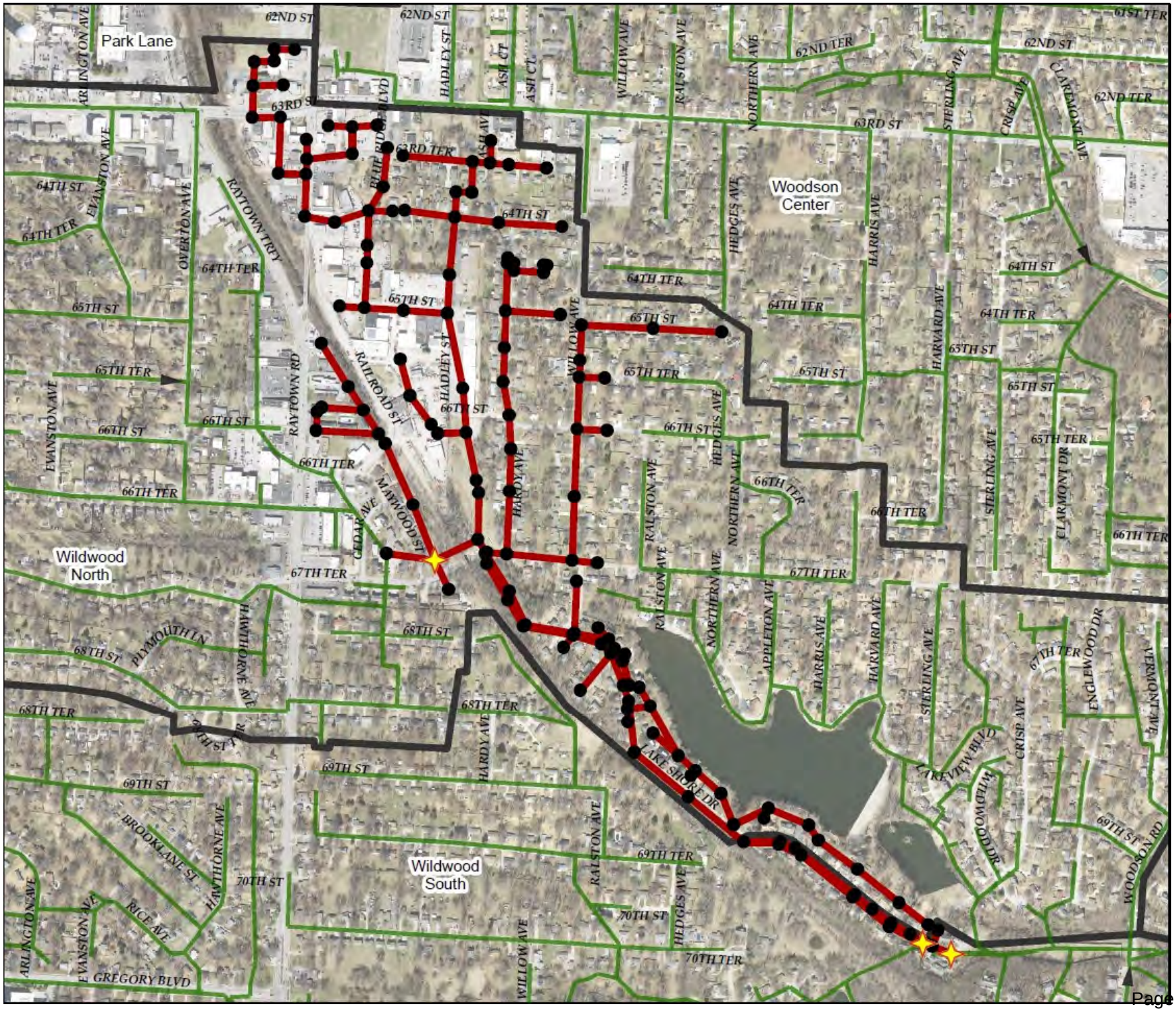
ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

2023 Sanitary Sewer Maintenance Project, Wildwood North Area 1, Project Location Map



City of Raytown, MO

Bid Results

2023 Sanitary Sewer Maintenance Project: **Bid Date:** 8/28/2024

Wildwood North Area 1 **Bid Date:** 2:30 PM

Engineer's Estimate: $1,548,020

Bidder	Bid Bond	Addenda Acknowledged		Total Bid
		1	2	
Kissick Construction	X	X	X	$1,407,967.00
Redford Construction Co.	X	X	X	$1,755,866.00
The Havens Constr. Co. Inc.	X	X	X	$1,888,592.80

10212 F Street
Omaha, NE 68127

September 3, 2024

City of Raytown, MO
Attn: Robinson Camp, Director of Public Works
Raytown City Hall
10000 East 59th Street
Raytown, MO 64133

SUBJECT: Bid Evaluation and Recommendation
2023 Sanitary Sewer Maintenance Project: Wildwood North Area 1

Dear Mr. Camp,

We have reviewed the bid tabulations for the above referenced project. Bids were received from three (3) bidders and opened on August 28, 2024. The lowest bid was received from Kissick Construction. Bids are summarized in Table 1 below in order from lowest to highest.

Table 1: Summary of Bids

Rank	Bidder	Total Base Bid
1	Kissick Construction	$1,407,967.00
2	Redford Construction	$1,755,866.00
3	Havens Construction	$1,888,592.80

Bid Price
The total bid price submitted by Kissick Construction is $140,053.00 lower than the Engineers Estimate of $1,548,020.00 and is $347,899.00 less than the next lowest bid. GBA reviewed the Bid Unit Prices submitted by all bidders and found errors in two (2) – Kissick Construction and Redford Construction. Both companies were asked to correct the errors and the corrected bid tabs are included in Attachment 1.

Design Professional's Recommendation
The bid tabulations appear to be in order and have been corrected and all required documents were present with the bid. Based on this review, we would recommend the City of Raytown award the project to the apparent low bidder, Kissick Construction, for a total amount of $1,407,967.00.

Sincerely,

GEORGE BUTLER ASSOCIATES, INC.

Daria Sakharova, P.E.
Project Manager

2023 Sanitary Sewer Maintenance Project: Wildwood North Area 1

Opinion of Probable Construction Cost

Cost Estimate

September 3, 2024

				Engineer's Estimate		1. Apparent Low Bidder		2.		3.	
						Kissick Construction		Redford Construction		Havens Construction	
LINE ITEM	ITEM DESCRIPTION	BID QUANTITY	UNIT	UNIT COST	TOTAL FOR BID ITEM	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1	Construct New 8-inch Sanitary Sewer (Paved)	30	LF	$ 140	$ 4,200	$ 450.00	$ 13,500.00	$ 400.00	$ 12,000.00	$ 275.00	$ 8,250.00
2	Construct New 8-inch Sanitary Sewer (Unpaved)	338	LF	$ 150	$ 50,700	$ 135.00	$ 45,630.00	$ 300.00	$ 101,400.00	$ 275.00	$ 92,950.00
3	Remove and Replace 8-inch Sanitary Sewer (Paved)	68	LF	$ 160	$ 10,900	$ 400.00	$ 27,200.00	$ 420.00	$ 28,560.00	$ 375.00	$ 25,500.00
4	Remove and Replace 8-inch Sanitary Sewer (Unpaved)	129	LF	$ 170	$ 21,900	$ 215.00	$ 27,735.00	$ 320.00	$ 41,280.00	$ 375.00	$ 48,375.00
5	Abandon 8 and 10-inch Sanitary Sewer	10	CY	$ 250	$ 2,600	$ 600.00	$ 6,000.00	$ 350.00	$ 3,500.00	$ 375.00	$ 3,750.00
6	Point Repair 5-foot (or less); 8 and 10-inch Pipe (Paved)	17	EA	$ 8,500	$ 144,500	$ 8,000.00	$ 136,000.00	$ 15,000.00	$ 255,000.00	$ 9,000.00	$ 153,000.00
7	Point Repair 5-foot (or less); 8 and 10-inch Pipe (Unpaved)	8	EA	$ 9,000	$ 72,000	$ 7,000.00	$ 56,000.00	$ 12,000.00	$ 96,000.00	$ 7,000.00	$ 56,000.00
8	Additional linear foot point repair; 8 and 10-inch Pipe (Paved)	30	LF	$ 400	$ 12,000	$ 440.00	$ 13,200.00	$ 300.00	$ 9,000.00	$ 275.00	$ 8,250.00
9	Additional linear foot point repair; 8 and 10-inch Pipe (Unpaved)	20	LF	$ 500	$ 10,000	$ 660.00	$ 13,200.00	$ 290.00	$ 5,800.00	$ 275.00	$ 5,500.00
CURED-IN-PLACE-PIPE (CIPP) LINING (MAIN LINE)											
10	8-Inch Main Sewer CIPP	4300	LF	$ 50	$ 215,000	$ 40.00	$ 172,000.00	$ 55.00	$ 236,500.00	$ 46.50	$ 199,950.00
11	18-Inch Main Sewer CIPP	800	LF	$ 100	$ 80,000	$ 136.00	$ 108,800.00	$ 130.00	$ 104,000.00	$ 118.00	$ 94,400.00
SERVICE LATERALS (INCLUDES SADDLE WYE CONNECTION AND 5-LF OF EACH LATERAL)											
12	Lateral Reroute; 6-inch Pipe	110	LF	$ 110	$ 12,100	$ 110.00	$ 12,100.00	$ 200.00	$ 22,000.00	$ 150.00	$ 16,500.00
13	Open Cut Replace Service Lateral Connection; 8 to 12-inch Pipe (Paved)	5	EA	$ 6,000	$ 30,000	$ 5,500.00	$ 27,500.00	$ 7,500.00	$ 37,500.00	$ 6,500.00	$ 32,500.00
14	Open Cut Replace Service Lateral Connection; 8 to 12-inch Pipe (Unpaved)	2	EA	$ 5,000	$ 10,000	$ 8,000.00	$ 16,000.00	$ 6,500.00	$ 13,000.00	$ 5,500.00	$ 11,000.00
15	Additional Linear Foot Lateral Open Cut Replacement to Sound Pipe (Paved)	5	LF	$ 320	$ 1,600	$ 550.00	$ 2,750.00	$ 300.00	$ 1,500.00	$ 300.00	$ 1,500.00
16	Additional Linear Foot Lateral Open Cut Replacement to Sound Pipe (Unpaved)	5	LF	$ 300	$ 1,500	$ 650.00	$ 3,250.00	$ 290.00	$ 1,450.00	$ 300.00	$ 1,500.00
17	Lateral Connection Full Wrap CIPP Short Liner (18-inch Lateral Length Minimum)	4	EA	$ 3,000	$ 12,000	$ 2,800.00	$ 11,200.00	$ 4,500.00	$ 18,000.00	$ 4,000.00	$ 16,000.00
MANHOLE CONSTRUCTION AND REHABILITATION											
18	Construct New Sanitary Manhole	2	EA	$ 10,000	$ 20,000	$ 10,800.00	$ 21,600.00	$ 10,000.00	$ 20,000.00	$ 15,500.00	$ 31,000.00
19	Remove and Replace Lamphole/Manhole/Fitting (Paved)	6	EA	$ 12,600	$ 75,600	$ 9,930.00	$ 59,580.00	$ 9,500.00	$ 57,000.00	$ 15,500.00	$ 93,000.00
20	Remove and Replace Lamphole/Manhole/Fitting (Unpaved)	2	EA	$ 15,000	$ 30,000	$ 11,000.00	$ 22,000.00	$ 9,000.00	$ 18,000.00	$ 16,500.00	$ 33,000.00
21	Line Manhole - Cementitious	190	VF	$ 400	$ 76,100	$ 295.00	$ 56,050.00	$ 300.00	$ 57,000.00	$ 350.00	$ 66,500.00
22	Remove and Replace Frame and Cover (Paved)	32	EA	$ 4,500	$ 144,000	$ 4,000.00	$ 128,000.00	$ 3,000.00	$ 96,000.00	$ 3,800.00	$ 121,600.00
23	Remove and Replace Frame and Cover (Unpaved)	9	EA	$ 3,000	$ 27,000	$ 2,800.00	$ 25,200.00	$ 2,500.00	$ 22,500.00	$ 3,000.00	$ 27,000.00
24	Rebuild Bench and Trough	4	EA	$ 2,500	$ 10,000	$ 2,705.00	$ 10,820.00	$ 1,200.00	$ 4,800.00	$ 2,000.00	$ 8,000.00
25	Reconstruct Sanitary Sewer Manhole	10	VF	$ 1,500	$ 15,000	$ 995.00	$ 9,950.00	$ 800.00	$ 8,000.00	$ 2,500.00	$ 25,000.00
26	Encase External Drop Connection	1	EA	$ 2,700	$ 2,700	$ 4,700.00	$ 4,700.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00
27	Clean-out Rehabilitation	7	EA	$ 1,500	$ 10,500	$ 1,900.00	$ 13,300.00	$ 1,200.00	$ 8,400.00	$ 1,925.00	$ 13,475.00
28	Clean External Drop Connection	1	EA	$ 320	$ 320	$ 1,800.00	$ 1,800.00	$ 1,200.00	$ 1,200.00	$ 2,500.00	$ 2,500.00
29	Disconnect Illicit Storm Connection	1	EA	$ 1,500	$ 1,500	$ 3,100.00	$ 3,100.00	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00
MISCELLANEOUS											
30	Remove and Replace Retaining Wall	208	LF	$ 1,000	$ 208,000	$ 500.00	$ 104,000.00	$ 950.00	$ 197,600.00	$ 1,885.00	$ 392,080.00
31	Pavement Repair	782	SY	$ 100	$ 78,200	$ 125.00	$ 97,750.00	$ 125.00	$ 97,750.00	$ 130.00	$ 101,660.00
32	Curb and Gutter	410	LF	$ 50	$ 18,500	$ 75.00	$ 30,750.00	$ 48.00	$ 19,680.00	$ 55.00	$ 22,550.00
33	Post-Construction CCTV	1000	LF	$ 5	$ 5,000	$ 4.50	$ 4,500.00	$ 5.00	$ 5,000.00	$ 8.75	$ 8,750.00
	Unit Price Extension Subtotal (Add Line Items Above)				$ 1,413,420.00		**$ 1,285,165.00**		**$ 1,603,920.00**		**$ 1,726,540.00**
THE LUMP SUM ITEMS BELOW SHALL NOT BE ADJUSTED REGARDLESS OF THE FINAL QUANTITY OF THE UNIT PRICE ITEMS LISTED ABOVE. THE CONTRACTOR REMAINS RESPONSIBLE FOR MAINTAINING THE BONDS AND INSURANCE AS NECESSARY TO COVER THE FINAL CONTRACT VALUES AS ADJUSTED USING THE UNIT PRICE ITEMS ABOVE. BID PRICE FOR LUMP SUM ITEMS BELOW SHALL NOT EXCEED THE LIMITS INDICATED IN THE ITEMS DESCRIPTION.											
34	Mobilization (Shall not exceed 0.5% of Unit Price Extension Subtotal)	1	LS	-	$ 7,100	$ 6,417.00	$ 6,417.00	$ 8,019.00	$ 8,019.00	$ 8,500.00	$ 8,500.00
35	Bonds and Insurance (Shall not exceed 1.5% of Unit Price Extension Subtotal)	1	LS	-	$ 21,200	$ 19,275.00	$ 19,275.00	$ 24,058.00	$ 24,058.00	$ 25,000.00	$ 25,000.00
36	Final Completion, Demobilization, Record Drawings, Close-Out, shall not be less than $5,000	1	LS	-	$ 5,000	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
37	Force Account (Shall be equal to 7% of the total of items 1-36)	1	LS	-	$ 101,300	$ 92,110.00	$ 92,110.00	$ 114,869.00	$ 114,869.00	$ 123,552.80	$ 123,552.80
	Lump Sum Items Subtotal				$1,548,020		**$ 122,802.00**		**$ 151,946.00**		**$ 162,052.80**
	Opinion of Probable Construction Cost[1]				$1,548,020		**$ 1,407,967.00**		**$ 1,755,866.00**		**$ 1,888,592.80**

Notes:

[1] Sub-totals are rounded to the nearest $100.

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 09/06/2024

MEETING DATE: September 17, 2024

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

R-3633-24: FY23-24 budget amendment - GBA Oversight for the Wildwood North Sanitary Sewer Construction Project and Amend the 2023-2024 Fiscal Budget

BACKGROUND/JUSTIFICATION

The Public Works department recommends approval of the professional services of George Butler Associates (GBA) for the construction phase of the Wildwood North Sanitary Sewer Construction Project. GBA will complete various testing and oversight of the Wildwood North Sanitary Sewer Construction Project while working with the daily oversight of the City of Raytown's Public Works Department. The professional services will also help with oversight of the testing and some engineering oversight which is required for some items within this project.

The project is funded by sanitary sewer and American Rescue Plan Act (ARPA) funds. Pursuant to the budget amendment resolution (Resolution No.: R-3630-24) (This is the resolution that is being approved at the September 17th BOA meeting), the ARPA funds were transferred from the general fund to the sanitary sewer revenue fund. This budget amendment would transfer $152,058.00 from the sanitary sewer revenue fund to the sanitary sewer capital expenditures account as detailed in the financial impact table below.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor	George Butler
Amount of Request/Contract	$152,058.00

Amount Budgeted:	$0.00
From Account Name	Sanitary Sewe
From Account Number	501-00-00-100
Amount	$152,058.00
To Account Name	Sanitary Sewe
To Account Number	501-62-00-100
Amount	$152,058.00

REVIEWED BY

Robinson Camp
Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso GBA Construction Phase Sevices-Sanitary Sewer Maintenance Project Wildwood North Area 1
2. Task Order 12 - GBA - Wildwood North Sanitary Sewer Project Oversight
3. Wildwood North Sanitary Sewer Project Scope
4. Resolution for GBA Professional Services & Amendment 1

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:	X	Contract Documents

RESOLUTION NO.: R-3633-24

A RESOLUTION AUTHORIZING AND APPROVING CONSTRUCTION PHASE SERVICES WITH GEORGE BUTLER ASSOCIATES FOR A SANITARY SEWER INFLOW AND INFILTRATION REDUCTION PROGRAM PROJECT IN AN AMOUNT NOT TO EXCEED $152,058.00 FOR FISCAL YEAR 2023-2024 AND AMEND THE FISCAL YEAR 2023-2024 BUDGET

WHEREAS, the City of Raytown, Missouri (City) has identified the need to remove sources of Inflow and Infiltration from the sanitary sewer system; and

WHEREAS, specifically in the Wildwood North Area 1, this project will: provide project management and administration and construction phase services; and

WHEREAS, the Scope of Services provided by George Butler Associates is set forth in the attached Exhibit "A" which addresses the tasks associated with this project; and

WHEREAS, the Board of Aldermen find that it is in the best interest of the citizens of the City of Raytown that the City authorize and approve the Scope of Services for Construction Phase Services with George Butler Associates for the 2023 Sanitary Sewer Inflow and Infiltration Reduction Program Project specifically in the Wildwood North Area 1 in an amount not to exceed $152,058.00 for fiscal year 2023-2024.

WHEREAS, pursuant to Resolution R-3550-23, the Fiscal Year 2023-2024 Budget was approved, and it is necessary to amend the Fiscal Year 2023-2024 Budget; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to amend the Fiscal Year 2023-2024 Budget.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the Scope of Services for Construction Phase Services with George Butler Associates for the Sanitary Sewer Inflow and Infiltration Reduction Program Project specifically in the Wildwood North Area 1 in an amount not to exceed $152,058.00 for fiscal year 2023-2024 in substantially the same form as attached hereto as Exhibit "A" and incorporated herein, is hereby authorized and approved; and

FURTHER THAT the Fiscal Year 2023-2024 budget approved by Resolution R-3550-23 is hereby amended as follows:

FROM:	**TO:**
Sanitary Sewer Revenue Fund 501.00.00.100.49999 $152,058.00	Sanitary Sewer Capital Expenditures 501.62.00.100.57000 $152,058.00

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents necessary in connection with such Scope of Services and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of September, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

City of Raytown, Missouri – Project Task Order

Contract: Scope of Services of George Bulter Associates for Oversite of Wildwood North Sanitary Sewer Construction Project

Ordinance or Resolution: _____	Task Agreement No: 12	Funding Amount: $152,058.00 Purchase Order No: _____

Project Title: SWW-2023-01 Wildwood North Sanitary Sewer Project

Contractor/Consultant: GBA 10212 F Street Omaha, Nebraska 68127	Division and Staff Project Manager: Daria Sakharova P.E. Senior Engineer Water Environment
Project Management Manual reviewed: _____	Attachments (Gantt Chart, etc.): Scope & Fee for Project

PROJECT Scope (can be in the form of an attachment):
Project Design:
The purpose of Project Management and Administration will be to manage, direct and oversee each element of Basic Services identified herein and subcontractors employed by the ENGINEER in completion of the Work. The following management activities will be provided by ENGINEER. In addition, provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

City Signatures		Partner Signatures	
City Administrator: Damon Hodges	**Public Works Director:** Robinson Camp	**Project Manager:** Daria Sakharova, P.E.	**Company Principal (if different):** **Kurt Hassler, P.E.**
Signature: _____	Signature: _____	Signature: _____	Signature: _____
Date: _____	Date: _____	Date: 9/4/2024 _____	Date: 9/4/2024 _____

Project Type: Design _____ Construction __X__ Property Acquisition_____ Conceptual/Problem Solving_____ Surveying____

Project Discipline(s): Transportation _____ Facilities _____ Water_____ Wastewater___X__Stormwater_____

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in Exhibit A and Fee schedule in Exhibit B.	

Attach scope of work, budget, and other supporting material

EXHIBIT A

SCOPE OF SERVICES

Engineer:	George Butler Associates, Inc. (ENGINEER)
Owner:	City of Raytown, Missouri (CITY)
Project:	2024 Sanitary Sewer Maintenance Project: Wildwood North Area 1 Construction Phase Services
City Project No:	SSM-2024-XX

I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by ENGINEER to facilitate the rehabilitation recommendations for reducing inflow and infiltration (I&I) flows into the sanitary sewer system in the Wildwood South Area 1, Raytown, Missouri.

A. The Project. The Public Works Department of the City of Raytown (CITY), Missouri, intends to reduce I&I flows in the sanitary sewer system by implementing rehabilitation recommendations in the Wildwood North Area 1, which is located in Raytown, Missouri. As such, the CITY is contracting with ENGINEER to provide the necessary professional services.

B. Background Information. The CITY is undertaking this Project to provide construction phase services for the 2024 Sanitary Sewer Inflow and Infiltration Reduction Program Wildwood North Area 1. The project will focus on I&I reduction through rehabilitation of public sanitary sewers and manholes within the project area.

C. Follow-On Phases. No additional follow-on phases are anticipated.

D. General Description of Activities. The Basic Scope of Services to be performed by ENGINEER consists of professional services for the implementation of rehabilitation design plans for reducing I&I flow and volume in the project area. This Scope of Services includes review of payment applications, weekly construction progress reports, review of change orders, pre-construction conference and resident meetings, and serving as the Resident Project Representative on-site throughout construction.

E. Task Series Listing. The Basic Scope of Services is organized under the following Task Series:

1. Task Series 100 - PROJECT MANAGEMENT AND ADMINISTRATION
2. Task Series 200 - CONSTRUCTION PHASE SERVICES

F. Explicit Responsibilities. The Basic Scope of Services explicitly sets forth what ENGINEER shall perform and does not implicitly put additional responsibilities or duties upon

ENGINEER. The ENGINEER agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

A. ENGINEER shall complete the services in this scope within 300 calendar days following NTP. ENGINEER's completion schedule will be extended by the CITY for delays beyond the reasonable control of the ENGINEER as approved by the CITY.

B. The CITY hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from ENGINEER. CITY will endeavor to provide consolidated written review comments to ENGINEER within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by ENGINEER no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. BASIC SCOPE OF SERVICES

The following Task Series describe the Basic Scope of Services to be provided by the ENGINEER under the Project.

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

The purpose of Project Management and Administration will be to manage, direct and oversee each element of Basic Services identified herein and subcontractors employed by the ENGINEER in completion of the Work. The following management activities will be provided by ENGINEER.

Task 101 Project Management Services (10 months)

Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report and updated project schedule, which shall accompany the monthly invoice submittal. The monthly project status report shall identify work performed by the ENGINEER, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of the ENGINEER's ability to meet project schedule milestones, including identification of delays beyond its control, an estimate of work percent completion for each Task Series in the Basic Scope of Services based on the work completed, and the earned value of the completed work for each task series.

Schedule and attend up to 20 bi-weekly progress meetings with CITY and Contractor. Meetings to be held virtually via Teams and are budgeted for up to 1 hour. Progress meetings will be attended by two (2) people from ENGINEER.

Task 102 Review Applications for Payments

Review applications for payment with the contractor for compliance with the contract documents and submit to the CITY with a recommendation for payment. A total of seven (7) pay applications are budgeted for this project.

Task 103 Weekly Progress Reports

Prepare and submit to the CITY and the contractor weekly progress reports that indicate the work completed by the contractor during the previous week, upcoming major tasks, and anticipated coordination necessary during the upcoming week. It is anticipated that construction will go on for 40 weeks resulting in 40 progress reports.

Task 104 Review Change Order Requests

Review change order requests and discuss valid issues raised by the contractor in those requests with CITY staff. Develop and process change order documents requested by the CITY staff. It is anticipated that up to three (3) change order requests will be reviewed as part of this project.

TASK SERIES 200 - CONSTRUCTION PHASE SERVICES

Task 201 Pre-Construction Conference / Resident Meeting

Assist the CITY in conducting a pre-construction conference with the Contractor and other necessary parties. Up to three (3) team members from ENGINEER will attend this in-person conference that is budgeted to last up to three (3) hours. ENGINEER will provide a written summary of the conference. The ENGINEER will notify affected utility companies in writing, prior to the pre-construction conference so that they have a chance to attend if they want to.

Assist the CITY in conducting a pre-construction conference with Residents in the affected project area. ENGINEER will put together the resident notification for the CITY to send out to residents. Up to two (2) individuals from ENGINEER will attend this meeting which is budgeted to last up to three (3) hours. ENGINEER will attend the resident meeting in-person at a date and time set by the CITY. ENGINEER will take notes at the resident meeting and provide a meeting summary to the CITY.

Task 202 Act as City of Raytown's Professional Representative

Act as the CITY's professional representative. Project coordinate and attend meetings with contractor and CITY at project site, if needed. Coordinate and conduct correspondence with residents on behalf of the CITY, if needed.

Task 203 Review Contractor's Submittals

Review shop drawings, test results, and other submittals from Contractor to show conformance to the contract documents. Maintain a submittal log to document the processing of submittals. It is anticipated that up to 15 submittals will be reviewed, and up to five (5) re-submittals will be reviewed a second time.

Task 204 Pre-Construction Photos and Videos

ENGINEER will coordinate with the Contractor the taking of pre-construction photos and video tapes of the construction alignment, temporary easements, adjacent developed properties, railroads, highways, and roadways. ENGINEER will review these items at the beginning of the project. Also, ENGINEER will take construction progress photos of critical elements throughout the project.

Task 205 Substantial Completion Inspection

Conduct substantial completion inspection. Up to three (3) team members from ENGINEER will accompany CITY staff on-site to review project completion and prepare and submit a log of punch list items to the CITY. Up to eight (8) hours are budgeted for this task.

Task 206 Final Completion Inspections

Conduct final completion inspection. Up to three (3) team members from ENGINEER will accompany both the contractor and CITY staff on-site to review project completion and determine if outstanding issues are still observed. Up to eight (8) hours are budgeted for this task. ENGINEER will document a summary of the inspection and provide to the CITY.

Task 207 As-Constructed Drawings

Utilize the as-constructed information provided by the contractor and the Resident Project Representative to update the drawings. Provide the CITY with digital PDFs of record drawings.

Task 208 Resident Project Representative (RPR)

Provide construction observation by a qualified RPR as necessary to confirm that the completed project will conform to the project drawings and specifications. Immediately report to the CITY work that does not conform to the project documents. This task shall also include support for the RPR from the project management team. A total of 320 hours has been budgeted for the RPR to be on-site. The RPR will only be on-site if one of the following conditions is met:

1. A CITY or Contractor's representative has contacted GBA and requested RPR to be on-site on a specific day/time.
2. The Contractor is performing specialized work that requires GBA RPR to be on-site. This work includes: pipe-bursting, manhole construction, and open-cut point repairs.

Since the RPR may not be on-site for the entirety of the construction each day, ENGINEER will only be responsible for observations made during their time on-site.

IV. ASSUMPTIONS

1. Assume that 20 bi-weekly progress meetings will be necessary to complete this project.

2. Assume that seven (7) applications for payment will be reviewed and processed during this project.

3. Assume that three (3) change orders will be necessary to complete this project.

4. Assume that one (1) trip to the job site will be necessary to complete the substantial completion inspection.

5. Assume that one (1) trip to the job site will be necessary to complete the final completion inspection.

V. OPTIONAL SERVICES

Work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above shall be classified as Optional Services. ENGINEER's contract maximum upper limit for compensation includes an allowance amount for Optional Services not yet authorized by CITY that may be required throughout the course of the work. This allowance amount shall not be utilized unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services shall not be performed, nor is the ENGINEER approved to utilize any of the allowance amount, unless the CITY provides written authorization to ENGINEER that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services shall include, but not limited to:

1. Additional time on-site above the 320 hours currently allotted for in this Scope.
2. Additional meetings with CITY or Contractor beyond those specifically spelled out in this Scope.

VI. CITY'S RESPONSIBILITIES

CITY will furnish, as required by Basic Services and not at the expense of the ENGINEER, the following items:

A. Provide available information pertinent to the assignment, including GIS data, previous reports, drawings, specifications, and other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by ENGINEER.

B. CITY's Project Manager will coordinate meetings between CITY staff and the ENGINEER.

C. CITY will provide the following services:

1. The CITY will reproduce and submit Construction Contract Documents and construction permit application to MDNR for approval, if needed.

(End of Scope of Services)

EXHIBIT B
FEE SCHEDULE

	FIRMS	TASK TOTAL $	TASK TOTAL HRS	GBA TASK TOTAL $	GBA TASK TOTAL HRS	Principal $290	Senior Engineer $198	Senior Tech $166	Staff Technician $110	Specialist $172	CO 3 $125	Admin. Assistant $105	GBA Direct Expenses (Total)	Mileage ($/mi) $1.00
TASK 1 - Project Management and Administration														
1.1	Project Management	$13,740	75	$13,740	75	5	40	20	0	0	0	10	$0	0
1.2	Review Applications for Payments	$6,034	35	$6,034	35	0	7	28	0	0	0	0	$0	0
1.3	Weekly Progress Reports	$9,180	70	$9,180	70	0	10	0	20	0	40	0	$0	0
1.4	Review Change Order Requests	$4,872	23	$4,872	23	6	12	3	0	1.5	0	0	$0	0
	Task 1 Hours		203		203	11	69	51	20	1.5	40	10		0
	Task 1 Fee	$33,826		$33,826		$3,190	$13,662	$8,466	$2,200	$258	$5,000	$1,050	$0	$0
TASK 2 - Construction Phase Services														
2.1	Pre-Construction Conference / Resident Meeting	$5,656	28	$5,656	28	0	12	12	0	4	0	0	$600	600
2.2	Act as City of Raytown's Professional Representative	$6,200	40	$6,200	40	0	10	0	0	10	20	0	$0	0
2.3	Review Contractor's Submittals	$10,288	62	$10,288	62	0	2	40	0	16	4	0	$0	0
2.4	Pre-construction Photos and Videos	$5,288	32	$5,288	32	0	8	8	0	8	8	0	$0	0
2.5	Substantial Completion Inspection	$4,012	24	$4,012	24	0	8	8	0	0	8	0	$100	100
2.6	Final Completion Inspections	$4,012	24	$4,012	24	0	8	8	0	0	8	0	$100	100
2.7	As-Constructed Drawings	$10,496	64	$10,496	64	0	12	12	0	24	16	0	$0	0
2.8	Resident Project Representative (RPR)	$72,280	452	$72,280	452	0	68	32	0	32	320	0	$8,000	8,000
	Task 2 Hours		726		726	0	128	120	0	94	384	0		8,800
	Task 2 Fee	$118,232		$118,232		$0	$25,344	$19,920	$0	$16,168	$48,000	$0	$8,800	$8,800
	TOTAL LABOR HOURS		929		929	11	197	171	20	96	424	10		8,800
	TOTAL FEE	$152,058		$152,058		$3,190	$39,006	$28,386	$2,200	$16,426	$53,000	$1,050	$8,800	$8,800
	TOTAL LABOR HOURS		928.5		100.0%									
	TOTAL FEE	$152,058		100.0%										

SCHEDULE

SSM-2024-XX - 2024 Sanitary Sewer Maintenance Project: Wildwood North Area 1 Construction Phase Services

Task No.	Work Task	March-24	April-24	May-24	June-24	July-24	August-24	September-24	October-24	November-24	December-24	January-25
TASK 1 - Project Management and Administration												
1.1	Project Management											
1.2	Review Applications for Payments											
1.3	Weekly Progress Reports											
1.4	Review Change Order Requests											
TASK 2 - Construction Phase Services												
2.1	Pre-Construction Conference / Resident Meeting											
2.2	Act as City of Raytown's Professional Representative											
2.3	Review Contractor's Submittals											
2.4	Pre-construction Photos and Videos											
2.5	Substantial Completion Inspection											
2.6	Final Completion Inspections											
2.7	As-Constructed Drawings											
2.8	Resident Project Representative (RPR)											

Planned schedule

Planned major deliverable submittal date

ASSUMPTIONS:

1. Assume that 20 progress meetings will be necessary to complete this project.
2. Assume that seven (7) applications for payment will be reviewed and processed during this project.
3. Assume that three (3) change orders will be necessary to complete this project.
4. Assume that one (1) trip to the job site will be necessary to complete the substantial completion inspection.
5. Assume that one (1) trip to the job site will be necessary to complete the final completion inspection.

RESOLUTION NO.: R-3277-20

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH GEORGE BUTLER ASSOCIATES, INC. FOR ON-CALL CITY ENGINEERING SERVICES FOR FISCAL YEAR 2019-2020

WHEREAS, the City of Raytown (the "City") issued a Request for Qualifications for On-Call City Engineering Services on December 6, 2019; and

WHEREAS, the Public Works Department received 12 responses to the invitation; and

WHEREAS, after review of the responses, the City desires to enter into a Professional Services Agreement with George Butler Associates, Inc., for professional engineering, land surveying and planning services desired by the City; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into a Professional Services Agreement with George Butler Associates, Inc., for On-Call City Engineering Services, as set forth in Exhibit "A" for fiscal year 2019-2020;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the Board of Aldermen find it is in the best interest of the City to hereby authorize and approved a Professional Services Agreement with George Butler Associates, Inc., for On-Call City Engineering Services as set forth in Exhibit "A" incorporated herein, for fiscal year 2019-2020; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 18th day of February, 2020.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT, made and entered into this 11 day of April, 2024, by and between the City of Raytown, Missouri, hereinafter referred to as the "OWNER" and **George Butler Associates, Inc.,** hereinafter referred to as the "ENGINEER".

WITNESSETH:

WHEREAS, the OWNER and ENGINEER entered into an Agreement dated **February 18, 2020,** wherein the OWNER retained the professional services of the ENGINEER for a project generally described as On-Call Engineering Services For Traffic, Roadway, Stormwater, Sanitary, and Miscellaneous Systems; and

WHEREAS, the said Agreement provides the OWNER has the right to extend the period of the Agreement for up to two (2) additional one-year (1) terms on the same terms and conditions set forth; and

WHEREAS, the ENGINEER desires and is willing to provide such services to the OWNER in accordance with the terms and conditions set forth hereinbelow.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter' contained, and for other good and valuable considerations, the parties hereto agree as follows:

1. The Agreement between the OWNER and ENGINEER dated **February 18, 2020,** for professional engineering services for a project generally described as Engineering Services For The Traffic, Roadway, Stormwater, Sanitary, and Miscellaneous Systems is hereby renewed and extended for the period of **February 18, 2024 through February 18, 2025** (hereinafter referred to as the "Renewed and Extended Period").

2. OWNER and ENGINEER agree that Attachment B to the Agreement dated **February 18, 2020,** is amended in accordance with the new hourly rates identified in Attachment B (Amended) attached to this AMENDMENT.

3. All the remaining terms and conditions of the Agreement dated **February 18, 2020,** not otherwise modified by the provisions of this AMENDMENT, shall remain in full force and effect and shall be binding on the parties hereto during the renewed and extended period stated herein.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT to be executed by their duly authorized officers on the day and year first above written.

FOR THE ENGINEER
George Butler Associates, Inc.

Kurt Hassler

Principal
Title

FOR THE OWNER
City of Raytown, Missouri

Damon Hodges

City Administrator
Title

ATTEST:

Teresa M. Henry
City Clerk

ATTACHMENT B (2024)

GEORGE BUTLER ASSOCIATES

SCHEDULE OF HOURLY BILLING RATES

This schedule of rates will become part of the contract for the successful respondents. Rates established in the fee proposal will remain in effect for the duration of each authorization executed within the one-year term of the contract.

Employment Classification	Hourly Rate
Senior Vice President	290.00
Vice President	290.00
Principal	290.00
Senior Associate	266.00
Director of AES	266.00
Associate	245.00
Senior Lead AES	245.00
Senior Specialist	245.00
Project Leader	217.00
Lead AES	217.00
Specialist	172.00
Senior AES	198.00
Senior Technician	166.00
Project AES	172.00
Project Technician	136.00
Design AES	155.00
Design Technician	125.00
Staff AES	137.00
Staff Technician	110.00
Senior Construction Inspector	165.00
Construction Inspector 5	145.00
Construction Inspector 4	135.00
Construction Inspector 3	125.00
Construction Inspector 2	115.00
Construction Inspector 1	100.00
Senior Field Technician	152.00
Field Technician 4	136.00
Field Technician 3	120.00
Field Technician 2	105.00
Field Technician 1	95.00
Senior Survey Specialist	275.00
Senior Professional Land Surveyor	167.00
Professional Land Surveyor	157.00
Land Survey Ops Specialist	172.00
Senior Survey Technician	152.00
Land Survey Field Specialist	146.00
Client Management Coordinator	150.00
Project Administrator	115.00
Senior Administrative Assistant	115.00
Administrative Assistant	105.00

Equipment		
(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless		
otherwise stipulated by contract.)		
Real Time Kinematic Global Positioning System Equipment (RTK)	60.00	per hour
Nuclear Density/Soil Testing Equipment	50.00	per day
Expenses		
Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, meals, etc.)		
incurred will be charged at cost plus 10% to cover administrative overhead.		
The following items will be charged as shown (effective January 1, 2024):		
Company Pick-up Truck	0.670	per mile
Personal and Company Cars	0.670	per mile

SERVICE-RELATED DIRECT EXPENSES

The following shall be billed and reimbursed at net cost:

1. Sub-consultant contracts for geotechnical investigations, surveying, and asset management.
2. Travel and subsistence for out-of-town project team members negotiated on a project-by-project basis.

All other expenses including survey equipment, local and long-distance telephone, fax, cell phones, printing, reproduction, computer use, photographs, video, software use, postage, delivery, and contract accounting shall be included in the hourly labor rates above and shall not be billed or reimbursed separately.

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 09/06/2024

MEETING DATE: September 17, 2024

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

R-3634-24: Authorization to approve an agreement with Kissick Construction Company for sanitary sewer system improvements at the 87th Street Sanitary Sewer Equalization Basin at a cost not to exceed $914,208.63 and amend the 2023-2024 fiscal budget.

BACKGROUND/JUSTIFICATION

Analysis: Staff used our on-call engineer Lamp Rynearson Engineers to design this sanitary sewer project to put out to bid for construction. The Public Works Department received 2 sealed bids that were opened on Wednesday, August 28, 2024 at 2:00pm. Kissick Construction is the lowest, responsive, responsible bidder with a total Bid of $831,098.75 and is being recommended for approval. Staff is requesting additional purchasing authority to accommodate potential change orders on this project of an additional 10% = $83,109.88. $831,098.75 + $83,109.88 = $914,208.63

- Kissick Construction Company = $831,098.75
- Genesis Environmental Solutions = $1,045,886.59

This portion of the city sanitary sewer system has been selected for a 2024 Sanitary Sewer Maintenance Project. The City of Raytown Public Works Department selected the project area based on very high and high risk scores determined by our asset management system NEER.

This will work will consist of installing 873 feet of cured in place pipe liner (CIPP), manhole repairs, cleaning out the silt and wild growth from the sewer basin floor, bringing the berm elevation back to its original elevation, installing a new concrete basin floor liner, restoring the basin clay liner, and replacing the detention basin pinch valve.

The project is funded by sanitary sewer and American Rescue Plan Act (ARPA) funds. Pursuant to the budget amendment resolution (Resolution No.: R-3630-24) (This is the resolution that is being approved at the September 17th BOA meeting), the ARPA funds were transferred from the general fund to the sanitary sewer revenue fund. This project budget amendment would transfer $914,208.63 from the sanitary sewer revenue fund to the sanitary sewer capital expenditures account as detailed in the financial Impact table below.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor	Kissick Constr
Amount of Request/Contract	$ 914,208.63
Amount Budgeted:	$0.00
From Account Name	Sanitary Sewe
From Account Number	501-00-00-100
Amount	$ 914,208.63
To Account Name	Sanitary Sewe
To Account Number	501-62-00-100
Amount	$ 914,208.63

REVIEWED BY

Robinson Camp
Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso 87th Street Sanitary Sewer Equalization Basin Project 2023-2024-Kissick Construction
2. 2b Location Map - 87th Street Basin Imp
3. 2c Bid Results - 87th Street Basin project
4. 2d Raytown 87th Basin Bid Recomendation Letter

SUPPORTING DOCUMENTS (FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain

Secretary of State:		on file in PW dept.
Certificate of Insurance:		on file in PW dept.
E-Verify Affidavits:		on file in PW dept.
E-Verify proof of enrollment:		on file in PW dept.
Bond:		on file in PW dept.
IRS Form W-9:		on file in PW dept.
Bid/RFP/RFQ: (submit all)		on file in PW dept.
Bid/RFP/RFQ Tabulation:	X	
Bid Waiver: Sole source or less than three bids		N/A
Contractor address and email:		on file in PW dept.
Project Exemption Certificate needed:		N/A
Other:		

RESOLUTION NO.: R-3634-24

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH KISSICK CONSTRUCTION FOR THE 87th STREET SANITARY SEWER EQUALIZATION BASIN PROJECT IN AN AMOUNT NOT TO EXCEED $914,208.63 FOR FISCAL YEAR 2023-2024 AND AMEND THE FISCAL YEAR 2023-2024 BUDGET

WHEREAS, the City of Raytown (the "City") issued an invitation to bid for the 87th Street Sanitary Sewer Equalization Basin Project; and

WHEREAS, the Public Works Department received two (2) bids in response to the invitation and has determined that the bid submitted by Kissick Construction in the amount of $831,098.750 was the most advantageous bid received; and

WHEREAS, the City finds Kissick Construction meets all of the qualifications as the lowest and best bidder for the project; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Kissick Construction for the 87th Street Sanitary Sewer Equalization Basin Project in the amount of $831,098.75; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional $83,109.88 to fund any changes in the project for a total project amount not to exceed $914,208.63; and

WHEREAS, pursuant to Resolution R-3550-23, the Fiscal Year 2023-2024 Budget was approved, and it is necessary to amend the Fiscal Year 2023-2024 Budget; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to amend the Fiscal Year 2023-2024 Budget.

NOW THEREFORE, **BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

THAT the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Kissick Construction for the 87th Street Sanitary Sewer Equalization Basin Project in the amount of $831,098.75 attached hereto as Exhibit "A" and incorporated herein, and the agreement is hereby authorized and approved; and

FURTHER THAT the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional $83,109.88 to fund any changes in the project for a total project amount not to exceed $914,208.63; and

FURTHER THAT the Fiscal Year 2023-2024 budget approved by Resolution R-3550-23 is hereby amended as follows:

FROM:	**TO:**
Sanitary Sewer Revenue Fund 501.00.00.100.49999 $914,208.63	Sanitary Sewer Capital Expenditures 501.62.00.100.57000 $914,208.63

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of September, 2024.

_____
Michael McDonough, Mayor

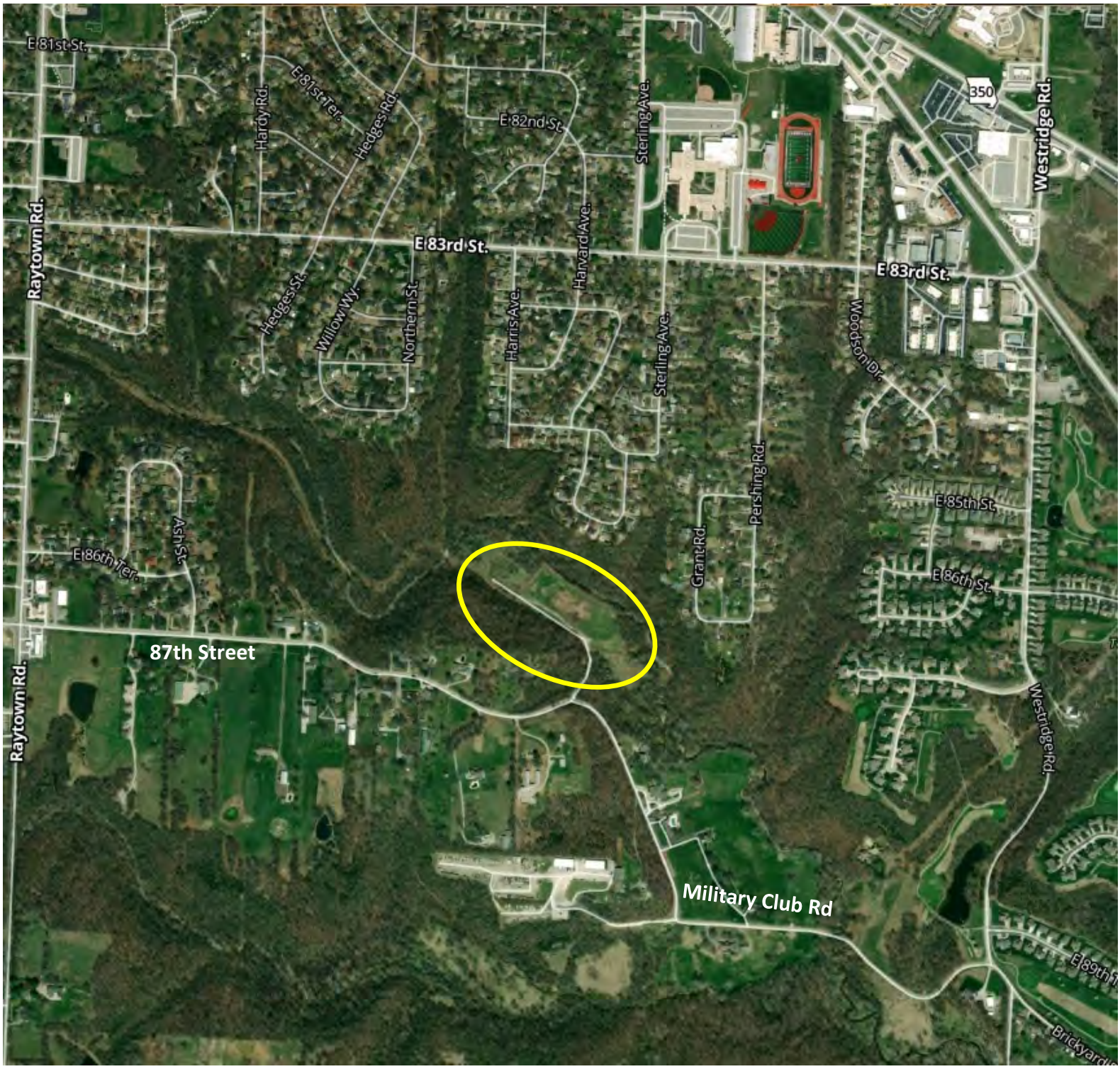
ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

87th Street Wastewater Equalization Basin Improvement Project location map



87th Street Wastewater Equalization Basin Improvement Project location map

BID RESULTS

87th Street Wastewater Equalization Basin Imp.:

2:00pm, Wed., August 28, 2024

	CONTRACTOR	TOTAL
1.	Kissick Construction Company	$831,098.75
2.	Genesis Environmental Solutions	$1,045,886.59

Engineer's Opinion of Probable construction Cost	$612,000.00

LAMP
RYNEARSON

9001 State Line Rd., Ste. 200
Kansas City, MO 64114
[P] 816.361.0440
[F] 816.361.0045
LampRynearson.com

September 5, 2024

City of Raytown, MO
1000 E. 59th Street
Raytown, MO 64133
Via Email

Attention: Damon Hodges, City Administrator

Re: City of Raytown, MO 87th Street Wastewater Equalization Basin Improvements Project

Dear Damon,

Bids for the above-referenced project were publicly opened and read aloud on August 28, 2024. Two bids were received for the project, with the low bid submitted by Construction Co., Inc. at $831,098.75. Enclosed with this letter is a detailed bid tabulation.

Low Bidder	Total Bid
Kissick Construction Co, Inc.	$831,098.75

Two addenda were issued during the bid period, and Kissick Construction Co., Inc. acknowledged both addenda.

The Engineer's Opinion of Probable Cost (OPC) for this project was $612,000, based on previous projects and the best information available at the time. However, the unique challenges of economy of scale along with recent fluctuations in material costs and labor availability, have contributed to higher-than-expected prices. Given these factors, it is clear that the bids received align with current market conditions.

Kissick Construction Co., Inc., has previously completed multiple projects for the City of Raytown in the past, and we are familiar with the quality of their work. They consistently finish projects on time and within budget. Based on their performance history and the information provided, we find them qualified to complete this project.

We recommend awarding the contract to Kissick Construction Co., Inc. If you decided to move forward, please inform us so we can proceed with the necessary arrangements. Should you have any questions, feel free to contact me at 816-823-7305.

Sincerely,

Andrew A. Conard

Andrew Conard, PE, ENV SP
Project Manager
Lamp Rynearson

LAMP RYNEARSON

DETAILED BID TAB **DATE: 9/5/2024**

PROJECT NAME: 87th Street Wastewater Equalization Basin Improvements									
CLIENT: City of Raytown, MO			Engineer's Estimate			Kissick Construction		Genesis	
Item No.	Item Description	Unit	Quantity	Price/unit	Extension	Price/unit	Extension	Price/unit	Extension
1	Clearing and Grubbing	LS	1	$ 45,000.00	$ 45,000.00	$ 48,350.00	$ 48,350.00	$ 27,057.59	$ 27,057.59
2	Erosion Control (Silt Fence, Inlet Protection, Erosion Control Blanket)	LS	1	$ 12,000.00	$ 12,000.00	$ 12,610.00	$ 12,610.00	$ 28,640.48	$ 28,640.48
3	Berm Restoration (Earthwork) (Compacted Fill)	LS	1	$ 13,500.00	$ 13,500.00	$ 36,223.00	$ 36,223.00	$ 30,392.42	$ 30,392.42
4	Aggregate Drive Improvement (4") (MODOT TYPE 5)	SY	1940	$ 10.00	$ 19,400.00	$ 23.00	$ 44,620.00	$ 13.13	$ 25,472.20
5	Aggregate Base - Under Concrete Basin Liner (6") (#57 STONE)	SY	531	$ 15.00	$ 7,965.00	$ 40.00	$ 21,240.00	$ 5.14	$ 2,729.34
6	Concrete Basin Liner (6") (KCMMB4K)	SY	531	$ 150.00	$ 79,650.00	$ 259.00	$ 137,529.00	$ 126.58	$ 67,213.98
7	Patch Existing 12" Clay Liner and 12" Topsoil	LS	1	$ 36,000.00	$ 36,000.00	$ 101,970.00	$ 101,970.00	$ 93,961.67	$ 93,961.67
8	Area Inlet (3'X3')	EA	1	$ 6,000.00	$ 6,000.00	$ 6,490.00	$ 6,490.00	$ 12,397.88	$ 12,397.88
9	Ditch Grading	LS	1	$ 7,100.00	$ 7,100.00	$ 8,910.00	$ 8,910.00	$ 8,886.12	$ 8,886.12
10	Seeding	AC	0.75	$ 47,000.00	$ 35,250.00	$ 11,229.00	$ 8,421.75	$ 15,715.13	$ 11,786.35
11	In-line Check Valve (24")	EA	1	$ 16,000.00	$ 16,000.00	$ 27,280.00	$ 27,280.00	$ 26,558.16	$ 26,558.16
12	Aluminum Hatches (42"x36") (Halliday)	EA	2	$ 2,500.00	$ 5,000.00	$ 4,902.00	$ 9,804.00	$ 8,468.95	$ 16,937.90
13	DIP Air Vents (12")	EA	1	$ 2,500.00	$ 2,500.00	$ 8,019.00	$ 8,019.00	$ 11,681.88	$ 11,681.88
14	DIP Air Vents (4")	EA	1	$ 1,500.00	$ 1,500.00	$ 4,490.00	$ 4,490.00	$ 6,856.48	$ 6,856.48
15	Chain Link Fence and Gate (72" Tall)	LF	87	$ 200.00	$ 17,400.00	$ 206.00	$ 17,922.00	$ 365.27	$ 31,778.49
16	Cleaning and CIPP (27") (VCP)	LF	733	$ 230.00	$ 168,590.00	$ 224.00	$ 164,192.00	$ 295.56	$ 216,645.48
17	Cleaning and CIPP (12") (VCP)	LF	140	$ 68.00	$ 9,520.00	$ 125.00	$ 17,500.00	$ 165.67	$ 23,193.80
18	Manhole Plug Lift Holes	EA	5	$ 500.00	$ 2,500.00	$ 210.00	$ 1,050.00	$ 1,374.03	$ 6,870.15
19	Manhole Replace Frame and Cover and Raise to Grade	EA	1	$ 2,500.00	$ 2,500.00	$ 1,550.00	$ 1,550.00	$ 4,430.11	$ 4,430.11
20	Manhole Cementitious Lining	VF	35	$ 360.00	$ 12,600.00	$ 511.00	$ 17,885.00	$ 1,286.77	$ 45,036.95
21	Manhole Install Internal Frame Seals	EA	2	$ 1,000.00	$ 2,000.00	$ 1,410.00	$ 2,820.00	$ 2,624.01	$ 5,248.02
22	Manhole Install External Frame Seals	EA	6	$ 1,000.00	$ 6,000.00	$ 695.00	$ 4,170.00	$ 2,624.01	$ 15,744.06
23	Contractor Construction Staking	LS	1	$ 5,000.00	$ 5,000.00	$ 6,730.00	$ 6,730.00	$ 10,455.02	$ 10,455.02
24	24" Valvmatic Plug Valve	LS	1	$ 24,000.00	$ 24,000.00	$ 41,705.00	$ 41,705.00	$ 165,708.84	$ 165,708.84
25	Remote Level Monitoring System	LS	1	$ 18,500.00	$ 18,500.00	$ 29,680.00	$ 29,680.00	$ 39,279.99	$ 39,279.99
26	Land Disturbance Permit Fee	SET	1	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00
27	Bonds, Insurance, Mobilization, Close-Out	LS	1	$ 26,000.00	$ 26,000.00	$ 19,438.00	$ 19,438.00	$ 80,423.23	$ 80,423.23
28	Allowance for Testing	SET	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
29	Force Account	SET	1	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
				Total	$ 612,000.00	Total Bid	$ 831,098.75	Total Bid	$ 1,045,886.59

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 09/06/2024

MEETING DATE: September 17, 2024

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution Purchase

SUBJECT/REQUEST

R-3635-24: Purchase of one (1) John Deere 333p compact track loader from Murphy Tractor & Equipment.

BACKGROUND/JUSTIFICATION

The City of Raytown presently purchases various equipment from Murphy Tractor & Equipment off of the Sourcewell cooperative purchasing contract. This contract provides the City of Raytown favorable pricing associated with the purchasing power of Lee's Summit.

The City of Raytown looked at various pieces of equipment and referenced check the type of equipment through different organizations. Public Works feels confident that the John Deere 333P Compact Track Loader would be the best option for Public Works. In addition, Murphy Tractor & Equipment has the best maintenance track record that help expedite any issues that Public Works might have to help with citizen response time.

Public Work is asking for your approval to purchase a compact track loader (skid steer) for $100,000.00 from Murphy Tractor & Equipment.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	Murphy Tractor & Equipment
Amount of Request/Contract:	$100,000.00
Amount Budgeted:	$100,000.00

From Account Name	Capital Sales Tax Fund – Capital Expenditures
From Account Number	205-62-00-100-57000
Amount	$100,000.00

REVIEWED BY

Robinson Camp
Michael Graham
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Public Works John Deere 333P Compact Track Loader-Murphy Tractor & Equipment
2. Murphy Tractor & Equipment Quote
3. Sourcewell Contract 011723-JDC

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		On File
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids	X	
Contractor address and email:		On File
Project Exemption Certificate needed:		
Other:	X	

RESOLUTION NO.: R-3635-24

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF ONE (1) JOHN DEERE 333P COMPACT TRACK LOADER FROM MURPHY TRACTOR & EQUIPMENT OFF THE SOURCEWELL COOPERATIVE PURCHASE AGREEMENT IN AN AMOUNT NOT TO EXCEED $100,000.00 FOR FISCAL YEAR 2023-2024

WHEREAS, the Public Works Department has a need for the acquisition of one (1) John Deere 333p Compact Track Loader; and

WHEREAS, the City of Raytown, in the adoption of its purchasing policy has approved the practice of purchasing equipment from competitive bids awarded by other governmental entities through the cooperative bidding process; and

WHEREAS, the Sourcewell Cooperative Purchase Agreement has competitively bid and awarded a contract to Murphy Tractor & Equipment; and

WHEREAS, the City of Raytown finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the purchase of one (1) John Deere 333p Compact Track Loader from Murphy Tractor & Equipment off the Sourcewell Cooperative Purchase Agreement in an amount not to exceed $100,000.00 for fiscal year 2023-2024.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the purchase of one (1) John Deere 333p Compact Track Loader from Murphy Tractor & Equipment off the Sourcewell Cooperative Purchase Agreement in an amount not to exceed $100,000.00 for fiscal year 2023-2024 is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute all documents necessary to this transaction and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of September, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

Quote Id: 31296341

Prepared For:

CITY OF RAYTOWN

MURPHY
TRACTOR & EQUIPMENT CO.

Prepared By: **WILL ARENS**

Murphy Tractor & Equipment
15854 S Us 169 Hwy
Olathe, KS 66062

Tel: 913-298-7373
Mobile Phone: 816-507-6671
Email: warens@murphytractor.com

Date: 09 July 2024

Offer Expires: 31 August 2024

JOHN DEERE

MURPHY TRACTOR & EQUIPMENT CO.

Quote Summary

Prepared For:
CITY OF RAYTOWN
10000 E 59TH ST
KANSAS CITY, MO 64133
Business: 816-737-6046

Prepared By:
WILL ARENS
Murphy Tractor & Equipment
15854 S Us 169 Hwy
Olathe, KS 66062
Phone: 913-298-7373
Mobile: 816-507-6671
warens@murphytractor.com

Quote Id:	31296341
Created On:	09 July 2024
Last Modified On:	02 August 2024
Expiration Date:	31 August 2024

Equipment Summary	**Selling Price**		**Qty**		**Extended**
2024 JOHN DEERE 333 P COMPACT TRACK LOADER	$ 100,000.00	X	1	=	$ 100,000.00
John Deere Extended Warranty-24 Month/2000 Hour Comprehensive	$ 0.00	X	1	=	$ 0.00
Equipment Total					**$ 100,000.00**

Quote Summary	
Equipment Total	$ 100,000.00
SubTotal	$ 100,000.00
Total	$ 100,000.00
Balance Due	**$ 100,000.00**

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 31296341 **Customer:** CITY OF RAYTOWN

2024 JOHN DEERE 333 P COMPACT TRACK LOADER

Hours: 0
Stock Number: 238553

Code	Description	Qty
00V0T	LEVEL 5, SURROUND CAMERA	1
	Standard Options - Per Unit	
00V0T183N	JDLINK IRON	1
00V0T0259	ENGLISH OP MAN & DECALS	1
00V0T0518	2SP CAB AC PQT HFL	1
00V0T0953	ADVANCED VISION SYSTEM	1
00V0T1363	3" SEAT BELT W/2"SHLDR STRAP	1
00V0T5608	WIDE ZIG-ZAG MULTI BAR TRKS	1
00V0T8043	COLD START PACKAGE 110 VOLT	1
00V0T8049	PRE CLEANER	1
	Dealer Attachments	
BYT10849	84 in. HD Construction Bucket (21.0 cu. ft.) with Serrated Edge	1
BYT12419	Stackable Counterweight Field Kit	3
STG84VGCGANLC	Virnig 84" V50 Skeleton Tine Grapple	1
	Service Agreements	
	John Deere Extended Warranty - 24 Month/2000 Hour Comprehensive	

Sourcewell Contract 011723-JDC

John Deere Construction Retail Sales

List Price Discounts

Note: Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.

Please contact your local dealer for a contract quote: https://dealerlocator.deere.com/servlet/

Product Family	Model	List Price Discount
Articulated Dump Trucks	260E	31%
Articulated Dump Trucks	260 P-Tier	28%
Articulated Dump Trucks	310E	31%
Articulated Dump Trucks	310 P-Tier	28%
Articulated Dump Trucks	410E-II	31%
Articulated Dump Trucks	410 P-Tier	28%
Articulated Dump Trucks	460E-II	31%
Articulated Dump Trucks	460 P-Tier	28%

Product Family	Model	List Price Discount
Backhoes	310L EP	43%
Backhoes	310L	43%
Backhoes	310 G-Tier	43%
Backhoes	310 P-Tier	43%
Backhoes	310SL	43%
Backhoes	310SL HL	43%
Backhoes	315SL	43%
Backhoes	320 P-Tier	43%
Backhoes	410L	41%
Backhoes	410 P-Tier	41%
Backhoes	710L	43%
Backhoes	710 P-Tier	43%

Product Family	Model	List Price Discount
Compact Track Loaders	317G	30%

Compact Track Loaders	325G	30%
Compact Track Loaders	331G	30%
Compact Track Loaders	331 P-Tier	30%
Compact Track Loaders	333G	30%
Compact Track Loaders	333 P-Tier	30%
Compact Track Loaders	335 P-Tier	30%

Product Family	Model	List Price Discount
Dozers	450K	27%
Dozers	450 P-Tier	27%
Dozers	550K	27%
Dozers	550 P-Tier	27%
Dozers	650K	28%
Dozers	650 P-Tier	28%
Dozers	700L	25%
Dozers	750L	25%
Dozers	850L	26%
Dozers	950K	33%
Dozers	950 P-Tier	27%
Dozers	1050K	33%
Dozers	1050 P-Tier	27%

Product Family	Model	List Price Discount
Crawler Loaders	655K	28%
Crawler Loaders	755K	28%

Product Family	Model	List Price Discount
Excavators	75G	32%
Excavators	75 P-Tier	32.5%
Excavators	85G	32%
Excavators	85 P-Tier	33%
Excavators	130G	34%

Excavators	130 P-Tier	32.5%
Excavators	135G	34%
Excavators	135 P-Tier	32.5%
Excavators	160G LC	36%
Excavators	160 P-Tier	32.5%
Excavators	190GW	43%
Excavators	200G LC	36%
Excavators	200 G-Tier	32.5%
Excavators	210G LC	36%
Excavators	210 P-Tier	32.5%
Excavators	245G LC	35%
Excavators	245 P-Tier	32.5%
Excavators	250G LC	35%
Excavators	250 P-Tier	32.5%
Excavators	300G LC	35%
Excavators	300 P-Tier	32.5%
Excavators	345G LC	30%
Excavators	345 P-Tier	32.5%
Excavators	350 P-Tier	32.5%
Excavators	380 P-Tier	32.5%
Excavators	470 P-Tier	32%
Excavators	670 P-Tier	32.5%
Excavators	870 P-Tier	32.5%

Product Family	Model	List Price Discount
Compact Excavators	17G	27%
Compact Excavators	17 P-Tier	27%
Compact Excavators	26G	27%
Compact Excavators	26 P-Tier	27%
Compact Excavators	30G	27%
Compact Excavators	30 P-Tier	27%
Compact Excavators	35G	27%

Compact Excavators	35 P-Tier	27%
Compact Excavators	50G	27%
Compact Excavators	50 P-Tier	27%
Compact Excavators	60G	27%
Compact Excavators	60 P-Tier	27%

Product Family	Model	List Price Discount
Tractor Loader	210 G-Tier	39%
Tractor Loader	210 P-Tier	39%

Product Family	Model	List Price Discount
Motor Graders	620G	41%
Motor Graders	622G	41%
Motor Graders	670G	42%
Motor Graders	672G	42%
Motor Graders	770G	43%
Motor Graders	772G	43%
Motor Graders	870G	43%
Motor Graders	872G	43%

Product Family	Model	List Price Discount
Skid Steers	316GR	30%
Skid Steers	318G	30%
Skid Steers	320G	30%
Skid Steers	324G	30%
Skid Steers	330G	30%
Skid Steers	330 P-Tier	30%
Skid Steers	332G	30%
Skid Steers	334 P-Tier	30%

Product Family	Model	List Price Discount
Wheel Loaders	444 G-Tier	36%

Wheel Loaders	444 P-Tier	38%
Wheel Loaders	524 P-Tier	39%
Wheel Loaders	544 G-Tier	36%
Wheel Loaders	544 P-Tier	39%
Wheel Loaders	624 P-Tier	38%
Wheel Loaders	644 G-Tier	33%
Wheel Loaders	644 P-Tier	34%
Wheel Loaders	644 X-Tier	37%
Wheel Loaders	724 P-Tier	35%
Wheel Loaders	744L	32%
Wheel Loaders	744 P-Tier	32%
Wheel Loaders	744 X-Tier	32%
Wheel Loaders	824L	32%
Wheel Loaders	824 P-Tier	32%
Wheel Loaders	824 X-Tier	32%
Wheel Loaders	844L	32%
Wheel Loaders	844 P-Tier	32%
Wheel Loaders	844L AH	32%
Wheel Loaders	904 P-Tier	32%
Wheel Loaders	944K	36%
Wheel Loaders	944 X-Tier	35%

Product Family	Model	List Price Discount
Compact Wheel Loaders	184 G-Tier	26%
Compact Wheel Loaders	204L	26%
Compact Wheel Loaders	204 G-Tier	26%
Compact Wheel Loaders	244L	26%
Compact Wheel Loaders	244 P-Tier	26%
Compact Wheel Loaders	304L	26%
Compact Wheel Loaders	304 G-Tier	26%
Compact Wheel Loaders	324L	26%
Compact Wheel Loaders	324 P-Tier	26%

Compact Wheel Loaders	344L	26%
Compact Wheel Loaders	344 P-Tier	26%

Product Family	Model	List Price Discount
Compact Tele Lift Loader	326 P-Tier	26%

Product Family	Model	List Price Discount
Forestry Excavators	2154G	37%
Forestry Excavators	2654G	42%
Forestry Excavators	3154G	36%
Forestry Excavators	3754G	40%

Product Family	Model	List Price Discount
Crawler Log Loaders	2156G	38%
Crawler Log Loaders	2656G	38%
Crawler Log Loaders	2956G	37%
Crawler Log Loaders	3156G	37%
Crawler Log Loaders	3756G	33%

Product Family	Model	List Price Discount
Wheeled Feller Bunchers	643L-II	34%
Wheeled Feller Bunchers	843L-II	32%

Product Family	Model	List Price Discount
Tracked Feller Bunchers	803M	30%
Tracked Feller Bunchers	853M	33%
Tracked Feller Bunchers	859M	31%
Tracked Feller Bunchers	903M	31%
Tracked Feller Bunchers	953M	30%
Tracked Feller Bunchers	959M	30%

Product Family	Model	List Price Discount
Skidders	640L II	30%
Skidders	648L II	30%
Skidders	748L II	29%
Skidders	768L II	29%
Skidders	848L II	28%
Skidders	948L II	29%

Product Family	Model	List Price Discount
Knuckleboom Loaders	337E	31%
Knuckleboom Loaders	437E	34%

Product Family	Model	List Price Discount
Wheeled Harvesters	1070G	36%
Wheeled Harvesters	1170G	34%
Wheeled Harvesters	1270G	39%
Wheeled Harvesters	1470G	37%

Product Family	Model	List Price Discount
Tracked Harvesters	803MH	31%
Tracked Harvesters	853MH	32%
Tracked Harvesters	859MH	31%
Tracked Harvesters	953MH	30%
Tracked Harvesters	959MH	30%
Tracked Harvesters	959ML	30%

Product Family	Model	List Price Discount
Forwarders	1110G	36%
Forwarders	1210G	34%
Forwarders	1510G	39%
Forwarders	1910G	39%

Product Family	Model	List Price Discount
Base Coded Attachments	Various	14%

Additional Volume Discounts if Ordered on One Purchase Order

CE Volume Discount:

Quantity	*Additional Volume Discount*
5-7 Machines	1%
8-14 Machines	2%
15+ Machines	3%

CCE Volume Discount:

Quantity	*Additional Volume Discount*
8-14 Machines	1%
15+ Machines	3%

For Contract questions, contact:

Brooke L. DeVol

Contract Administrator

John Deere Construction Retail Sales

309-207-0431

ForsbergBrookeL@JohnDeere.com