TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
DECEMBER 17, 2024
REGULAR SESSION NO. 41
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 December 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: 857 3034 9642
Passcode: 000409

OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call

Proclamations/Presentations

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 December 3, 2024 Board of Aldermen Meeting

R-3674-24: A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH KANSAS CITY AREA TRANSPORTATION AUTHORITY IN AN AMOUNT NOT TO EXCEED $56,000.00 FOR FISCAL YEAR 2024-2025. Point of Contact: Missy Wilson, Assistant City Administrator, Economic Development Administrator.

NEW BUSINESS

2. **FIRST READING: Bill No. 6684-24, Section V-A: AN ORDINANCE** AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT AND THE CITY OF RAYTOWN, MISSOURI RELATING TO PARTICIPATION IN THE REGIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM IN AN AMOUNT NOT TO EXCEED $32,879.61. Point of Contact: Damon Hodges, City Administrator.

3. **FIRST READING: Bill No. 6685-24, Section XVII: AN ORDINANCE** AUTHORIZING AND APPROVING AN AMENDMENT TO CHAPTER 42-TRAFFIC AND MOTOR VEHICLES, ARTICLE XII, STOPPING, STANDING OR PARKING RESTRICTED OR PROHIBITED ON CERTAIN STREETS, SECTION 42-374, PARKING PROHIBITED AT ALL TIME ON CERTAIN STREETS OF THE RAYTOWN MUNICIPAL CODE. Point of Contact: Robinson Camp, Public Works Director.

4. **FIRST READING: Bill No. 6686-24, Section VI-B-I: AN ORDINANCE** AUTHORIZING EXECUTION OF AN EASEMENT BY THE CITY OF RAYTOWN, MISSOURI AS GRANTOR TO RAYTOWN WATER COMPANY AS GRANTEE IN CONNECTION WITH CONSTRUCTION OF A WATER MAIN ON PROPERTY OWNED BY THE CITY OF RAYTOWN, MISSOURI ALONG 59TH STREET AND RAYTOWN ROAD. Point of Contact: Robinson Camp, Public Works Director.

ADJOURNMENT

MINUTES
RAYTOWN BOARD OF ALDERMEN
DECEMBER 3, 2024
REGULAR SESSION NO. 40
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
AND
ONLINE ZOOM WEBINAR
7:00 P.M.

Mayor Michael McDonough called the December 3, 2024, Board of Aldermen Regular meeting to order at 7:01 p.m. Brandon Smith of Graceway 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 Jim Aziere, Alderman Loretha Hayden, Alderman Ryan Myers, Alderman Janet Emerson, Alderman Theresa Garza, Alderman Bill Van Buskirk, Alderman Bonnaye Mims, Alderman Diane Krizek

Public Comments

None

Communication from the Mayor

Mayor McDonough spoke on recent events and City business.

Communication from the City Administrator

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

Committee Reports

Comments were shared by Alderman Mims.

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 November 19, 2024 Board of Aldermen Meeting

R-3660-24: A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF JOSH MORALES TO THE POLICE OFFICERS' RETIREMENT FUND BOARD OF TRUSTEES. Point of Contact: Teresa Henry, City Clerk.

R-3661-24: A RESOLUTION A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF RALPH MONACO TO THE POLICE OFFICERS' RETIREMENT FUND BOARD OF TRUSTEES . Point of Contact: Teresa Henry, City Clerk.

R-3662-24: A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF FOUR (4) 2025 FORD UTILITY POLICE INTERCEPTORS FROM SHAWNEE MISSION FORD OFF THE MISSOURI KANSAS COUNCIL OF PUBLIC PROCUREMENT COOPERATIVE BID UTILIZING THE CLAY COUNTY AGREEMENT IN AN TOTAL AMOUNT NOT TO EXCEED $220,420.00 FOR FISCAL YEAR 2024-2025**.** Point of Contact: Robert Kuehl, Police Chief.

R-3663-24: A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF PARTS AND SUPPLIES FOR VEHICLE UPFITTING AND RETROFITTING VEHICLE PARTS AND SUPPLIES FROM 911 CUSTOM AND OTHER VENDORS IN AN AMOUNT NOT TO EXCEED $89,880.00 FOR FISCAL YEAR 2024-2025. Point of Contact: Robert Kuehl, Police Chief.

R-3664-24: A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT FOR INMATE SECURITY HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY, MISSOURI, SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED $100,000.00 FOR FISCAL YEAR 2024-2025. Point of Contact: Robert Kuehl, Police Chief.

R-3665-24: A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED $37,628.14 FOR FISCAL YEAR 2024-2025. Point of Contact: Robert Kuehl, Police Chief.

R-3666-24: A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT WITH LAUREL PET RESORT FOR VETERINARY SERVICES IN EXCESS OF $30,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2024-2025. Point of Contact: Diane Egger, Community Development Director.

R-3667-24: A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF ATTACHMENTS FOR A JOHN DEERE 333P COMPACT TRACK LOADER FROM MURPHY TRACTOR & EQUIPMENT OFF THE SOURCEWELL COOPERATIVE PURCHASE AGREEMENT IN AN AMOUNT NOT TO EXCEED $40,075.00 FOR FISCAL YEAR 2024-2025. Point of Contact: Robinson Camp, Public Works Director.

R-3668-24: A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH CENTRAL SALT, LLC FOR THE PURCHASE OF SALT FOR THE PURPOSE OF TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER IN A TOTAL AMOUNT NOT TO EXCEED $70,000.00 FOR FISCAL YEAR 2024-2025. Point of Contact: Robinson Camp, Public Works Director.

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

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

NEW BUSINESS

2. Public Hearing: A public hearing to approve the rezoning of 5400 Blue Ridge Cutoff.

2a. FIRST READING: Bill No. 6683-24, Section XIII: AN ORDINANCE APPROVING AN AMENDMENT TO THE OFFICIAL ZONING MAP OF THE CITY OF RAYTOWN FROM R-3, HIGH-DENSITY RESIDENTIAL TO NC, NEIGHBORHOOD COMMERCIAL, FILED BY TYEASHA SMITH, TY'S COZY CARE, ON BEHALF OF THE PROPERTY OWNER, AFFECTING A 0.46-ACRE PARCEL OF LAND LOCATED AT 5400 BLUE RIDGE CUTOFF, 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 and remained for any discussion along with the applicant, Tyeasha Smith.

Mayor McDonough called for public comments. There were no public comments.

Mayor McDonough closed the public hearing.

Alderman Emerson, seconded by Alderman Mims, made a motion to suspend the rules and hold an immediate second reading. The motion was approved by a vote of 9-1.

Ayes: Aldermen Emerson, Mims, Scott, Krizek, Hayden, Walters, Aziere, Myers, Garza
Nays: Alderman Van Buskirk

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

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

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

Became Ordinance 5775-24.

3. **R-3669-24: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN CLEARGOV FOR BUDGET AND PLANNING SOFTWARE IN AN AMOUNT NOT TO EXCEED $28,775.00 FOR FISCAL YEAR 2024-2025. Point of Contact: Michael Graham, Finance Director.

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

Michael Graham, Finance Director, presented the item.

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

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

4. **R-3670-24: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN AND GEORGE BUTLER ASSOCIATES FOR ENGINEERING SERVICES FOR PROJECTS TO BE DESIGNED, BID AND CONSTRUCTION OF THE 2024 GENERAL OBLIGATION BONDS PROJECTS FOR STORM WATER IN AN AMOUNT NOT TO EXCEED $817,064.00 AND AMENDING THE FISCAL YEAR 2024-2025 BUDGET. 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 Myers, seconded by Alderman Scott, made a motion to adopt. The motion was approved by a vote of 10-0.

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

5. **R-3671-24: A RESOLUTION** AMENDING THE FISCAL YEAR 2024-2025 BUDGET RELATED TO A PUBLIC WORKS PROJECT UTILIZING AMERICAN RESCUE PLAN ACT FUNDS. 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 Myers, seconded by Alderman Emerson, made a motion to adopt. The motion was approved by a vote of 10-0.

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

6. **R-3672-24: A RESOLUTION** AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH ROYAL CONSTRUCTION SERVICES FOR THE POLICE DEPARTMENT ANNEX BUILDING DEMOLITION AND CONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED $549,980.00 FOR FISCAL YEAR 2024-2025. 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 Emerson, seconded by Alderman Aziere, made a motion to adopt. The motion was approved by a vote of 10-0.

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

7. **R-3673-24: A RESOLUTION** AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH NAVIGATE BUILDING SOLUTIONS FOR CONSTRUCTION OVERSIGHT OF THE POLICE DEPARTMENT ANNEX BUILDING PROJECT IN AN AMOUNT NOT TO EXCEED $40,150.00 FOR FISCAL YEAR 2024-2025. 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 Myers, seconded by Alderman Scott, made a motion to adopt. The motion was approved by a vote of 10-0.

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

ADJOURNMENT

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

The meeting adjourned at 8:00 p.m.

_____
Teresa M Henry, City Clerk, MRCC

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 12/10/2024

MEETING DATE: December 17, 2024

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Resolution

SUBJECT/REQUEST

R-3674-24: Per the terms of the transit agreement approved by the Board of Aldermen on July 2, 2024, staff is requesting the authorization and approval of the expenditure of funds with Kansas City Area Transportation Authority for transit services in Raytown in an amount not to exceed $56,000.00

BACKGROUND/JUSTIFICATION

On July 2, 2024, the Board of Aldermen authorized the City Administrator to execute an agreement with Kansas City Area Transportation Authority for Transit Services in Raytown for the purpose of providing transit services by utilizing the IRIS (zTRIP) Transit Service. The contract approved by the Board of Aldermen is a twelve-month agreement with the IRIS (zTrip) program effective beginning July 1, 2024, through June 30, 2025. The monthly fee stated in the agreement is $7,000.

The City of Raytown desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens. After July 1, 2024, KCATA no longer runs the Flex 399 within the city limits of Raytown. KCATA does, however, offer the IRIS (zTRIP) Flex Transportation Service to expand access to public transportation to surrounding communities within the Kansas City region, in areas underserved by transit; as well as to create, deploy and operate an innovative mobility system that maximizes transit accessibility through dynamic, on-demand flex transit service.

Currently, IRIS is available in Kansas City, MO, Gladstone, Liberty, and Riverside, Missouri. The IRIS service is an on-demand transportation solution with a service from 6 a.m. to 10 p.m. seven days a week. Riders can schedule trips through the "IRIS" App (RideCo, Inc.), which can be downloaded for free on Apple iOS and GooglePlay. The "IRIS" App enables riders to make on-demand pre-scheduled ride reservations. Riders can pay electronically through the "IRIS" App. Riders not using smartphones can also call a traditional customer service center to schedule an IRIS (zTRip) ride and arrange payment methods at that time.

During the twelve-month agreement, trips within the boundaries of the City of Raytown will have a fare of $0. Trips leaving or coming from borders outside Raytown will follow the IRIS pricing structure within Kansas City, MO, Gladstone, Liberty, and Riverside, Missouri. WHC (zTrip) contracts with KCATA to provide IRIS transportation services in the Kansas City region. Summary IRIS Program:
• Daily on-demand transportation service from 6 a.m. to 10 p.m. seven days per week.

• Trips within the boundaries of the City of Ratyown will have a fare set by the Raytown Board of Aldermen.
• Trips leaving or coming from borders outside Raytown will follow the IRIS pricing structure within Kansas City, MO.
• All fare revenues will be retained by KCATA.
• WHC (zTrip) contracts with KCATA to provide IRIS transportation services in the Kansas City region. • The IRIS (zTrip) on-demand transportation program includes para-transit services.

RECOMMENDED MOTION

Approve Staff's recommendation to fund up to $56,000.00 in Fiscal Year 2025 for transit services per the terms of the agreement between the City of Raytown and Kansas City Area Transportation Authority.

PREVIOUS ACTION

Approved Ordinance 5763-24

COMMISSION/COMMITTEE REVIEW

STOC

FINANCIAL IMPACT

Contractor:	KCATA
Amount of Request/Contract:	$56,000
Amount Budgeted:	$56,000

REVIEWED BY

Teresa Henry
Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso KCATA Expenditure 2024-2025

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH KANSAS CITY AREA TRANSPORTATION AUTHORITY IN AN AMOUNT NOT TO EXCEED $56,000.00 FOR FISCAL YEAR 2024-2025

WHEREAS, pursuant to Ordinance 5763-24, approved on July 2, 2024, the Board of Aldermen approved an agreement for transit services in the City of Raytown, Missouri; and

WHEREAS, the expenditure of funds is necessary for transit services per the terms of the agreement between the City of Raytown and Kansas City Area Transportation Authority; and

WHEREAS, the Board of Aldermen find that it is in the best interest of the citizens of the City of Raytown to authorize and approve the expenditure of funds with Kansas City Area Transportation Authority in an amount not to exceed $56,000.00 for fiscal year 2024-2025.

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

THAT the expenditure of funds with Kansas City Area Transportation Authority in an amount not to exceed $56,000.00 for fiscal year 2024-2025 is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents necessary for this expenditure 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 December, 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: 11/20/2024

MEETING DATE: December 17, 2024

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Ordinance

SUBJECT/REQUEST

FIRST READING: Bill No. 6684-24, Section V-A: Approve an Intergovernmental Agreement between the MARC Solid Waste Management District and Raytown, Missouri relating to the Regional Household Hazardous Waste Collection Program.

BACKGROUND/JUSTIFICATION

The Regional Household Hazardous Waste Collection Program provides residents the opportunity to safely dispose of household hazardous products that cannot be thrown away in the trash. The MARC Solid Waste Management District administers this program in partnership with the cities of Kansas City, MO and Lee's Summit.

Membership in the program provides residents year-round access to permanent facilities in Kansas City and Lee's Summit, and to multiple mobile collection events.

Materials accepted for safe disposal include paint and paint-related products, automotive fluids, batteries, lawn and garden chemicals, house cleaners, fluorescent bulbs, and other items such as nail polish, bug spray and oven cleaners, used oil, and photographic chemicals.

The 2025 participation fee will be $1.13 per capita and will be applied to 2023 population estimates. The City of Raytown's community cost is $32,879.61.
With the adoption of the 2024-2025 fiscal year budget, the Board of Aldermen approved the funding for the City of Raytown to participate in the regional household hazardous waste program.

RECOMMENDED MOTION

Staff recommends approval of the Intergovernmental Agreement between the MARC Solid Waste Management District relating to the Regional Household Hazardous Waste Collection Program.

PREVIOUS ACTION

2024-2025 Fiscal Year Budget Approval, R-3636-24

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	MARC Solid Waste Management District
Amount of Request/Contract:	$32,879.61
Amount Budgeted:	$35,000.00
From Account Name and #:	Amount: 101-00-00-100-53999

REVIEWED BY

Teresa Henry
John Bales
Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Ord HHW with MARC FY25
2. 2025 HHW Agreement
3. Attachment 1 - 2025 Community Rates
4. Letter for 2025 HHW Program

SUPPORTING DOCUMENTS (FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Other: Agreement	X	

AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT AND THE CITY OF RAYTOWN, MISSOURI RELATING TO PARTICIPATION IN THE REGIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM IN AN AMOUNT NOT TO EXCEED $32,879.61

WHEREAS, the City of Raytown desires to enter into an intergovernmental agreement with Mid-America Regional Council (MARC) Solid Waste Management Districts for the Regional Household Hazardous Waste Collection Program; and

WHEREAS, for participation in this Regional Household Hazardous Waste Collection Program, it is necessary to enter into an agreement with MARC Solid Waste Management District as set forth in Exhibit "A" attached hereto.

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

SECTION 1 – APPROVAL OF AGREEMENT. That the Intergovernmental Agreement by and between Mid-America Regional Council (MARC) Solid Waste Management District and the City of Raytown, Missouri for participation in the Regional Household Hazardous Waste Collection Program in substantially the same form as attached hereto in Exhibit "A" in an amount not to exceed $32,879.61, is hereby authorized and approved.

SECTION 2 – EXECUTION OF AGREEMENT. That the City Administrator is hereby authorized to execute the Agreement, and all documents necessary to the Agreement, and the City Clerk is authorized to attest to the same.

SECTION 3 – REPEAL OF ORDINANCE IN CONFLICT. That 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 APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ____ day of December, 2023.

_____
Michael D. McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

2025

Intergovernmental Agreement between the MARC Solid Waste Management District and Raytown, Missouri relating to the Regional Household Hazardous Waste Collection Program

This Agreement is entered into pursuant to Missouri Revised Statutes Section 70.210 *et seq.*

Whereas, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statues of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

Whereas the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

Whereas, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 SE Hamblen Road, Lee's Summit; and

Whereas, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members of the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

Whereas Raytown, Missouri (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the Regional HHW Collection Program;

Therefore, the SWMD and the Participating Member agree that participation in the Regional HHW Collection Program shall be on the following terms and conditions:

I *Definitions*

Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4 (b) (1) (made applicable in Missouri by 10 CSR 25-4.261) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, batteries, and similar materials. A determination of whether any material meets this definition shall be made by Kansas City.

II *Effective Date*

Raytown, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on **January 1, 2025.**

III *Termination*

A. Budget Limitations. This Agreement and all obligations of the Participating Member and the SWMD arising therefrom shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed and sufficient funds for the purpose of maintaining this Agreement. This Agreement shall be deemed to terminate by operation of law on the date of expiration of funding.

B. Termination of regional program. If the regional household hazardous waste program is terminated prior to the expiration of this Agreement, the SWMD shall refund the amount paid by the participating member, less the cost of services provided prior to termination of the regional program. The cost of services shall be assessed at seventy-five dollars ($75.00) for each vehicle belonging to a resident of the participating member that has been served prior to the termination of the program, not to exceed the amount paid by the participating member.

C. Each participating member will be required to notify the SWMD, Kansas City and Lee's Summit in writing of its intention to renew the annual agreement for the following year no later than December 15. In the event that notification is not provided in advance or the final decision is made to not rejoin the program for the upcoming year, the participating member is responsible for any costs incurred by Kansas City and/or Lee's Summit to serve residents after December 31. Kansas City and SWMD reserve the right to invoice the member city or county for any waste disposal costs incurred as a result of late notification.

IV *Duties of Participating Member*

A. Fees. **Raytown, Missouri** agrees to pay the sum of **$32,879.61** to participate in the 2025 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of $1.13 applied to 2023 U.S. Census and/or Population Estimate figures as shown in Attachment One. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice. Payment of any remaining balance shall be paid within the following six months.

B. Payment. The Participating Member shall be obligated for payment of the amount shown in Paragraph IV(A) irrespective of the participation of its citizens, or of any actual expenses incurred by the SWMD, Kansas City, or Lee's Summit attributable to the Participating Member, except in the event of termination of the regional program, as reflected in III(B) above. Payment by the Participating Member of the agreed upon amount shall not be contingent upon renewal of this Agreement or renewal of the Agreement between the SWMD and Kansas City or Lee's Summit.

Annual Renewal. The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2025. No pro ration of fees is applicable under this agreement.

C. Contact Person. The Participating Member agrees to notify the SWMD and Kansas City, on or before the date of this Agreement, of the name of an individual who will serve as its contact person with respect to the Regional HHW Collection Program.

V *Services Provided by the SWMD*

A. *Permanent Collection Facilities*. HHW collection services shall be provided by Kansas City and Lee's Summit pursuant to agreements entered into between the SWMD and Kansas City, and the SWMD and Lee's Summit. Pursuant to those agreements, residents of the Participating Member may deliver HHW, by appointment, if required, and during normal hours of operation, to the Kansas City permanent HHW facility and to the Lee's Summit permanent HHW facility.

B. *Outreach Collections*. Pursuant to the agreement between the SWMD and Kansas City, Kansas City has also agreed to provide contractor services for the collection of HHW at outreach collection sites throughout the SWMD area. Residents of the Participating Member will be able to deliver HHW to outreach collection sites, the dates and locations of which will be negotiated by the SWMD and Kansas City. If, at the request of a Participating Member, an outreach collection is held within its boundaries, the Participating Member agrees that Kansas City or the contractor shall have overall control of the collection activities but the Participating Member shall provide the following:

- adequate and safe sites with unobstructed public access;
- access to restroom facilities and drinking water
- adequate publicity of the date and location of the mobile collection;
- a means for the collection, removal and disposal of any wastes that do not meet the definition of hazardous waste;
- volunteers or workers to conduct traffic control, survey participating residents, stack latex paint and automotive batteries, and assist with non-hazardous waste removal and bulking of motor oil;

- means of limiting the vehicles to a number negotiated by Kansas City and the SWMD (estimated to be either 200, 300, or 400 vehicles per outreach collection);
- a forklift and forklift operator available at the opening and closing of the event; and
- access to residents of any city or county that is also a participating member.

VI *Reports*

The SWMD will provide to the Participating Member quarterly reports on the operations of the Kansas City and Lee's Summit permanent facilities and on the operations of the outreach collections, based on information provided to the SWMD by Kansas City and Lee's Summit. The quarterly reports shall include the following information:

- Total number vehicles using each facility (permanent or mobile) on a quarterly basis;
- Number of vehicles from each participating member using the facility;
- An end-of-the-year summary report including waste composition and disposition.
- Each program year the district will provide brochures which include facility hours of operation, mobile event schedule, and contact information

VII *Insurance*

A. *Insurance.* The SWMD agrees that, pursuant to the terms of its Agreement with Kansas City, Kansas City shall maintain liability insurance related to the outreach collection sites under which the community where the site is located shall be named as an additional insured.

VIII *Legal Jurisdiction*

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

MARC Solid Waste Management District:	Participating Member:
_____ Date: _____	_____ Date:_____
Doug Wylie, Chair	_____ Print Name
	_____ Print Title

2025 Intragovernmental Agreement - **Attachment 1**		
2025 Regional HHW Program Fees	2023 Population	2025 Rate
Community	Estimates	$1.13 per capita
Archie	1,262	$1,426.06
Belton	25,534	$28,853.42
Blue Springs	60,539	$68,409.07
Buckner	2,877	$3,251.01
Claycomo Village	1,353	$1,528.89
Cleveland	639	$722.07
Dearbprm	502	$567.26
Drexel	811	$916.43
Edgerton	605	$683.65
Excelsior Springs	10,612	$11,991.56
Ferrelview	650	$734.50
Garden City	1,579	$1,784.27
Gladstone	27,329	$30,881.77
Glenaire	531	$600.03
Grain Valley	16,609	$18,768.17
Grandview	25,436	$28,742.68
Greenwood	6,123	$6,918.99
Hardin	559	$631.67
Harrisonville	9,852	$11,132.76
Independence	120,922	$136,641.86
Kearney	11,060	$12,497.80
Lake Lotawana	2,515	$2,841.95
Lake Tapawingo	777	$878.01
Lake Waukomis	931	$1,052.03
Lake Winnebago	1,715	$1,937.95
Lawson	2,526	$2,854.38
Liberty	30,794	$34,797.22
Loch Lloyd	975	$1,101.75
Lone Jack	1,744	$1,970.72
North Kansas City	5,534	$6,253.42
Oak Grove	8,795	$9,938.35
Orrick	740	$836.20
Parkville	8,859	$10,010.67
Peculiar	6,101	$6,894.13
Platte City	4,828	$5,455.64
Pleasant Hill	8,679	$9,807.27
Pleasant Valley	2,726	$3,080.38
Raymore	25,306	$28,595.78
Raytown	29,097	$32,879.61
Richmond	5,958	$6,732.54
Riverside	4,417	$4,991.21
Smithville	10,785	$12,187.05
Sugar Creek	3,204	$3,620.52
Weatherby Lake	2,111	$2,385.43
Weston	1,811	$2,046.43
Wood Heights	754	$852.02
Unincorporated Cass County	24,494	$27,678.22
Unincorporated Clay County	15,606	$17,634.78
Unincorporated Jackson Co.	23,682	$26,760.66
Unincorporated Platte County	30,209	$34,136.17
Unincorporated Ray County	11,194	$12,649.22
Population Source:		
https://www.marc.org/Data-Economy/Metrodataline/Population/Current-Population-Data		

Mid-America Regional Council
Solid Waste Management District

IT'S YOUR HOME. MAKE IT SAFE.

MARC Solid Waste Management District

Serving local governments in Cass, Clay, Jackson, Platte and Ray Counties and working cooperatively with Johnson, Leavenworth, Miami and Wyandotte Counties

Executive Board

Appointed:

Louis Cummings
City of Kansas City

Bob Huston
Cass County

Donna Koontz
Clay County

Vacant
Jackson County

Daniel Erickson
Platte County

Vacant
Ray County

Elected:

David Pavlich
City of Kearney

Doug Wylie, Chair
City of Parkville

Mike Jackson, Vice Chair
City of Independence

Chris Bussen
City of Lee's Summit

Mike Larson
City of Sugar Creek

Trent Salsbury
City of Raymore

Vacant
City of Blue Springs

Lauran Kurtz
City of Lake Lotawana

Ex Officio:

Dianna Bryant
Secretary/Treasurer

October 25, 2024

Re: 2025 Regional Household Hazardous Waste (HHW) Program

The Regional Household Hazardous Waste Collection Program provides residents the opportunity to safely dispose of household hazardous products that cannot be thrown away in the trash. The MARC Solid Waste Management District administers this program in partnership with the cities of Kansas City, Mo and Lee's Summit.

Membership in the program provides residents year-round access to permanent facilities in Kansas City and Lee's Summit, and to multiple mobile collection events.

Materials accepted for safe disposal include paint and paint-related products, automotive fluids, batteries, lawn and garden chemicals, housecleaners, fluorescent bulbs, and other items such as nail polish, bug spray and oven cleaners.

The 2025 participation fee will remain at $1.13 per capita and will be applied to 2023 population estimates. A community cost list is attached to the agreement enclosed. The MARC Solid Waste Management District also supports the program with Plan Implementation funds.

If you are interested in providing this service to your residents in 2025, please sign and return the agreement by **Friday, December 20, 2024.** After both parties have signed the agreement, we will send you an invoice.

If you have any questions and/or would like a presentation to your city council or county commissioners, please contact Nadja Karpilow at (816) 701-8226.

We look forward to serving your community.

Sincerely,

Doug Wylie
Chair, MARC Solid Waste Management District

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 12/05/2024

MEETING DATE: December 17, 2024

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Ordinance

SUBJECT/REQUEST

FIRST READING: Bill No. 6685-24, Section XVII: Board of Aldermen approval of the Ordinance for Stopping, Standing or Parking restricted or prohibited on certain streets = Article XII, section 42-374.

BACKGROUND/JUSTIFICATION

The Public Works Department & Police Department have investigated Kentucky Ave north of Gregory Blvd. to the end of the street. When vehicles are parked on both sides of the street it is difficult and near impossible to get emergency vehicles down the street. Additionally, the "dead-end" is not a cul-de-sac, so turning around at the end of the street presents its own set of issues. The solution is to make all of the west side of Kentucky Avenue "No Parking" from Gregory Blvd. north to where the street dead-ends. This would allow parking on the east side of the street and still allow emergency equipment access to all the residences on the street.

Article XII, section 42-374 – Parking prohibited at all times on certain streets.
When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the following streets:
- Add bullet point = (65) West side of Kentucky Ave. from the north side of Gregory Blvd. and north to the dead end at 7000 Kentucky Ave.

RECOMMENDED MOTION

The Public Works Department recommends to accept the ordinance update

PREVIOUS ACTION

No parking ordinace most recent update was July 2, 2024; Ordinance 5764-24, XVII.

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

REVIEWED BY

Robinson Camp

Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Ord Text Amendment-Chapter 42 - Restricted Parking
2. Ord Text Amendment-Chapter 42-Restricted Parking-EXHIBIT A
3. 1b Pics from google street view
4. 1c Map of No Parking signs for Kentucky

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

BILL NO. 6685-24 **ORDINANCE NO.** **SECTION NO. XVII**

AN ORDINANCE AUTHORIZING AND APPROVING AN AMENDMENT TO CHAPTER 42-TRAFFIC AND MOTOR VEHICLES, ARTICLE XII, STOPPING, STANDING OR PARKING RESTRICTED OR PROHIBITED ON CERTAIN STREETS, SECTION 42-374, PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS OF THE RAYTOWN MUNICIPAL CODE

WHEREAS, Chapter 42,Traffic and Motor Vehicles, Article XII, Stopping, Standing or Parking Restricted or Prohibited on Certain Streets, Section 42-374, Parking prohibited at all times on certain streets of the Raytown Municipal Code lists all of the areas within the City where no parking or restricted parking signs are or should be placed and there is a need to amend and add an additional area; and

WHEREAS, to protect public health, safety and general welfare of the people in the City it is necessary to amend the Raytown Municipal Code;

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

SECTION 1 – AMENDMENT. Chapter 42,Traffic and Motor Vehicles, Article XII, Stopping, Standing or Parking Restricted or Prohibited on Certain Streets, Section 42-374, Parking prohibited at all times on certain streets of the Raytown Municipal Code lists all of the areas within the City where no parking or restricted parking signs are or should be placed and there is a need to amend and add an additional area as attached hereto as Exhibit "A" to the Raytown Municipal Code.

SECTION 2 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3 – 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 4 – 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 ____ day of December, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

EXHIBIT A

Chapter 42 TRAFFIC AND MOTOR VEHICLES

ARTICLE XII. - STOPPING, STANDING OR PARKING RESTRICTED OR PROHIBITED ON CERTAIN STREETS

Sec. 42-374. - Parking prohibited at all times on certain streets.

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the following streets:

(1) Blue Ridge Boulevard from 51st Street to 59th Street (both sides of street).

(2) West side of Blue Ridge Boulevard from 59th Street to 60th Terrace.

(3) East side of Blue Ridge Boulevard from 228 feet north of the centerline of 63rd Street to 648 feet north of the centerline of 63rd Street.

(4) North side of 60th Terrace from Blue Ridge Boulevard to 128 feet west of the centerline of Blue Ridge Boulevard.

(5) South side of 63rd Street from the intersection of Cedar Ave and west 275'.

(6) Blue Ridge Cutoff from 66th Street to north city limits (both sides of street).

(7) Blue Ridge Blvd. from 75th Street to 66th Street (both sides of street).

(8) 63rd Street between Cedar Street and Woodson Street (both sides of street).

(9) 67th Street between Hardy Street and Harvard Street (both sides of street).

(10) West side of Elm Street from 64th Street to 64th Terrace.

(11) East side of Lane Street from 59th Street south through Colman-Livengood Park to a point 152 feet north of 61st Street; and along the west side of Lane Street from 59th Street south to a point 320 feet south of 59th Street; and Lane Street from 61st Street north to a point 177 feet north of 61st Street.

(12) The state right-of-way of U.S. 350 Highway (all sides) from west city limit to east city limit.

(13) Raytown Trafficway (on each side) from 59th Street to 64th Terrace.

(14) Raytown Road from the north city limits to 59th Street and from 64th Terrace to 67th Street (both sides of street).

(15) Raytown Road from 67th Street to 87th Street, and south 200' to the city limits.

(16) 83rd Street (on each side) from James A Reed Rd. to Raytown Road (bicycle lanes).

(17) 83rd Street (on each side) from Raytown Road to MO 350 Hwy (bicycle lanes).

(18) 55th Street (on each side) at Lane Ave.

(19) South side of 60th Street from Raytown Road to cul-de-sac.

(20) South side of 61st Street from Raytown Road to Railroad right-of-way.

(21) North side of 81st Street from Raytown Road east to Ash Ave.

(22) South side of 66th Street in front of 9817 E. 66th Street.

(23) The east and west side of Sterling from 83rd Street to 85th Street.

(24) East side of Maple from 73rd Street to 350 Highway.

(25) Northern from 56th Street to 56th Terrace.

(26) The west side of Crisp from centerline of 53rd Street to 50 feet north of the centerline.

(27) 87th Street from James A Reed Rd. to Raytown Road (bicycle lanes).

(28) West side of James A Reed Road between 85th Terrace and 87th Street.

(29) Both sides of 85th Place just west of Ditzler.

(30) Both sides of Lane Drive between 8472 and 8482 Lane Drive.

(31) South side of 79th Street from170' east of Spring Valley Rd. to 270' east of Spring Valley Rd.

(32) North side of 79th Street from Elm Street to Crescent Ave.

(33) South side of 79th Street from Maple Ave. to Crescent Ave.

(34) South side of 79th Street from Crescent Ave. to Arlington Ave.

(35) Both sides of 79th Street from Arlington Ave to Raytown Rd.

(36) East side of Harris Ave. from 83rd Street and south 100'.

(37) South side of 79th Street from Harris Ave. and west for 170'.

(38) North side of 78th Terrace from Hedges Ave. and west for 170'.

(39) North side of 78th Street from Hardy Ave. and west for 670'.

(40) Both sides of 78th Terrace from 350 Hwy. and west for 225'.

(41) East side of Woodson Rd. from 76th Terrace to 77th Terrace.

(42) West side of Woodson Rd. from 75th Street and south 635'.

(43) East side of Overton Ave. from 350 Hwy and south 270'.

(44) West side of Overton Ave. from 350 Hwy and south 670'.

(45) East side of Ditzler Ave. from Gregory Blvd. and south 240'.

(46) North side of Gregory Blvd. from Blue Ridge Blvd. to Kentucky Ave.

(47) North side of 69th Street from 350 Hwy. to Hunter St.

(48) South side of 67th Street from Hunter St. and east for 30'.

(49) East side of Kentucky Ave. from 67th Street and north 125'.

(50) West side of Kentucky Ave. from 67th Street and north 20'.

(51) North side of 67th Street from 9716 to 9800 E. 67th Street.

(52) South side of Lakeview Drive from Ralston Ave. to Crisp Ave.

(53) North side of Lakeview Drive from Sterling Ave. and east 125'.

(54) North side of 64th Street from Evanston Ave. and west 50'.

(55) West side of Evanston Ave from 64th Street and north 80'.

(56) East side of Hadley Street from 62nd Street and south 30'.

(57) South side of 61st Street from Blue Ridge Blvd. and east for 530'.

(58) East side of Hunter Street between 6011 & 6015 Hunter St.

(59) Both sides of 59th Street between Blue Ridge Cutoff and Raytown Road.

(60) Both sides of Raytown Road between Raytown Trafficway and 59th Street.

(61) Both sides of 59th Street between Raytown Road and Blue Ridge Blvd. (bicycle lanes).

(62) Both sides of 58th Terrace from Cedar Ave and west 180'.

(63) Both sides of Raytown Road from 325' north of 63rd Street to 59th Street.

(64) The dead-end of Laurel Ave, at 5618 & 5619 Laurel Ave.

(65) The west side of Kentucky Ave from Gregory north to the dead end.

Existing images of Kentucky Ave north of Gregory Blvd.

Proposed No Parking on the west side of Kentucky Ave. from Gregory Blvd. to the dead end

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 12/05/2024

MEETING DATE: December 17, 2024

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Ordinance

SUBJECT/REQUEST

FIRST READING: Bill No. 6686-24, Section VI-B-I: Board of Aldermen acceptance of a private water system easement across the front of City Hall property for the Raytown Water Company water system improvements project along 59th Street & Raytown Road.

BACKGROUND/JUSTIFICATION

The Raytown Water Company (RWC) has designed a replacement water main along 59th Street between Raytown Trafficway and Raytown Road in front of City Hall. This project is in preparation for their water system to be out of the way of the upcoming City stormwater project in the same area. As part of their survey & design, the RWC decided to avoid the numerous existing utility lines in front of the City Hall property, and to obtain a private utility easement from the front of the City Hall property.

Public Works staff has met with the RWC and the design team numerous times on this project. This requested easement area will not interfere with any existing or future City infrastructure.

The RWC hired Valbridge Property Advisors to perform a property appraisal for the City Hall property. This report valued the permanent utility easement to be worth $1,550. Upon approval of this requested easement, the RWC will file this easement with Jackson County, and they will make a payment of $1,550 to the City of Raytown.

RECOMMENDED MOTION

The Public Works Department recommends to accept the easement.

PREVIOUS ACTION

n/a

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

REVIEWED BY

Robinson Camp
Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1.	Ord City Propety Easement-Raytown Water Company 59th and Raytown Road
2.	2b 59th Street Easement RWC - CITY
3.	2c Easement Exhibit - revised
4.	2d RWC Plan Sheet 4
5.	2e Valbridge Easement Purchase Report - pages 1-9

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

AN ORDINANCE AUTHORIZING EXECUTION OF AN EASEMENT BY THE CITY OF RAYTOWN, MISSOURI AS GRANTOR TO RAYTOWN WATER COMPANY AS GRANTEE IN CONNECTION WITH CONSTRUCTION OF A WATER MAIN ON PROPERTY OWNED BY THE CITY OF RAYTOWN, MISSOURI ALONG 59TH STREET AND RAYTOWN ROAD

WHEREAS, Raytown Water Company has designed a replacement water main along 59th Street between Raytown Trafficway and Raytown Road, in front of City Hall; and

WHEREAS, the easement requested will not interfere with any existing or future City infrastructure; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City of Raytown to grant an easement to Raytown Water Company to facilitate the construction of such public improvements.

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

SECTION 1 – AUTHORIZING AND APPROVING EASEMENT. That the easement attached hereto as Exhibit "A" is hereby authorized and approved.

SECTION 2 – AUTHORITY TO EXECUTE DOCUMENTS. That the City Administrator is hereby authorized to execute the easement, and the City Clerk is authorized to attest to the same.

SECTION 3 – RECORDING OF THE EASEMENTS. That the easements shall be recorded with the Jackson County Recorder.

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

SECTION 5 – EFFECTIVE DATE. That 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 ___ day of December, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

GRANT OF PERMANENT UTILITY EASEMENT

KNOW ALL BY THESE PRESENTS, that on this ____ day of _____ 20____, the CITY OF RAYTOWN, MISSOURI, a MUNICIPAL CORPORATION, the GRANTOR herein, in consideration of the payment of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant and convey unto THE RAYTOWN WATER COMPANY, RAYTOWN, MISSOURI, a MISSOURI COPORATION, the GRANTEE herein, and its successors and assigns, a permanent utility easement for Right-Of-Way, across, over, and under the following described land, to wit:

A 10 FEET WIDE STRIP OF LAND OVER PART OF LOT 7, RESURVEY OF STERLING HEIGHTS, A SUBDIVISION OF LAND LOCATED IN PART OF THE SOUTHWEST QUARTER OF SECTION 32, AND PART OF THE SOUTHEAST QUARTER OF SECTION 33, ALL IN TOWNSHIP 48, RANGE 32, IN THE CITY OF RAYTOWN, MISSOURI, AS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, IN JACKSON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 2º22'50" EAST, ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 10.04'; THENCE SOUTH 82º19'57" EAST, A DISTANCE OF 168.70 FEET; THENCE SOUTH 2º46'18" EAST, A DISTANCE OF 16.22 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 59TH STREET, AS IT PRESENTLY EXISTS; THENCE NORTH 86º49'50" WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 10.05 FEET; THENCE NORTH 2º46'18" WEST, A DISTANCE OF 7.12 FEET; THENCE NORTH 82º19'57" WEST, A DISTANCE OF 159.45 FEET TO THE POINT OF BEGINNING, CONTAINING 1756 SQUARE FEET, MORE OR LESS.

(As shown on the drawing attached hereto as Exhibit 1 and made a part hereof)

The rights reserved to THE RAYTOWN WATER COMPANY, RAYTOWN, MISSOURI, GRANTEE herein, and hereafter called the GRANTEE and the rights reserved to the GRANTOR are as follows, to wit:

This easement will now allow THE RAYTOWN WATER COMPANY to install a new waterline.

The GRANTEE, its successors and assigns, shall have the right to perpetually survey and test soil conditions, to excavate, fill, re grade, construct, install, operate, maintain, repair, inspect, rebuild, remove and relocate within said easement, water transmission or distribution mains and all related equipment together with the rights of access to and from such easement for its employees, agents, contractors, vehicles, materials and equipment. The GRANTEE shall have the right to remove, trim and clear away any interfering trees, rocks, shrubs, roots, limbs or surfacing materials, but within a reasonable time after completion of any such activity by the GRANTEE it shall completely fill and sufficiently tamp any excavation to an appropriate elevation to prevent settling with any fence or improved surface restored to its former condition, grass areas reseeded and any cultivated, established lawn resodded, without the obligation of maintenance, all surplus soil, rock and debris completely removed from the premises.

The GRANTOR, its licensees, tenants, lien holders, other easement holders, and the successors and assigns of the GRANTOR, may cultivate and fully use and enjoy the land within the easement, provided that such use shall not interfere with or jeopardize the construction , installation, maintenance, repair, operation or other activities of the GRANTEE granted or authorized by the terms of this grant and further provided than no permanent above ground or subterranean structures, materials, stockpiling, or building shall be erected, constructed or stored on the easement, except for roads, drives, parking lots, drainage facilities, whether paved or otherwise surfaced curbs, walls, overhead utility wires, non-conflicting underground utility conduit, pipes and sewers, and fence crossing at approximately right angles may be constructed, maintained and utilized by the GRANTOR, its licensees, tenants, lien holders and other easement holders, and the successors and assigns of the GRANTOR.

After completion of the initial construction of its water transmission or distribution main or mains, the GRANTEE, in exercising any right whatsoever herein acquired, may temporarily excavate or cut through and road, drive, surface, fence, curb, walk or other structure permitted herein, but shall as soon as reasonably possible replace and repair such fence or improved surface or other permitted structure to its former condition without the obligation of maintenance, and reseed grass and resod cultivated, established lawn. The GRANTEE may also require any other permitted future structure or conduit, whether existing above or below the ground surface are within the easement, to be adjusted, moved, supported or protected to permit the GRANTEE to exercise its rights herein acquired, but free of expense to the GRANTEE.

TO HAVE AND TO HOLD, unto the said GRANTEE, its successors and assigns with all the rights, privileges, appurtenances, and immunities thereto appertaining and belonging so long as used for the purpose herein described.

IN WITNESS WHEREOF the said GRANTOR has executed this _Grant of Permanent Utility Easement

this _____day of _____, 20_____.

BY: _____

Name: _____

Signature: _____

Title: _____

STATE OF ___Missouri__

COUNTY OF _Jackson__

BE IT REMEMBERED, that on this _____day of _____, 20_____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, personally known to me to be the same person who executed the foregoing instrument as such officer and on behalf of ____The City of Raytown___such person having duly acknowledged the execution of the same as & to be the act and deed of said _Government Agency

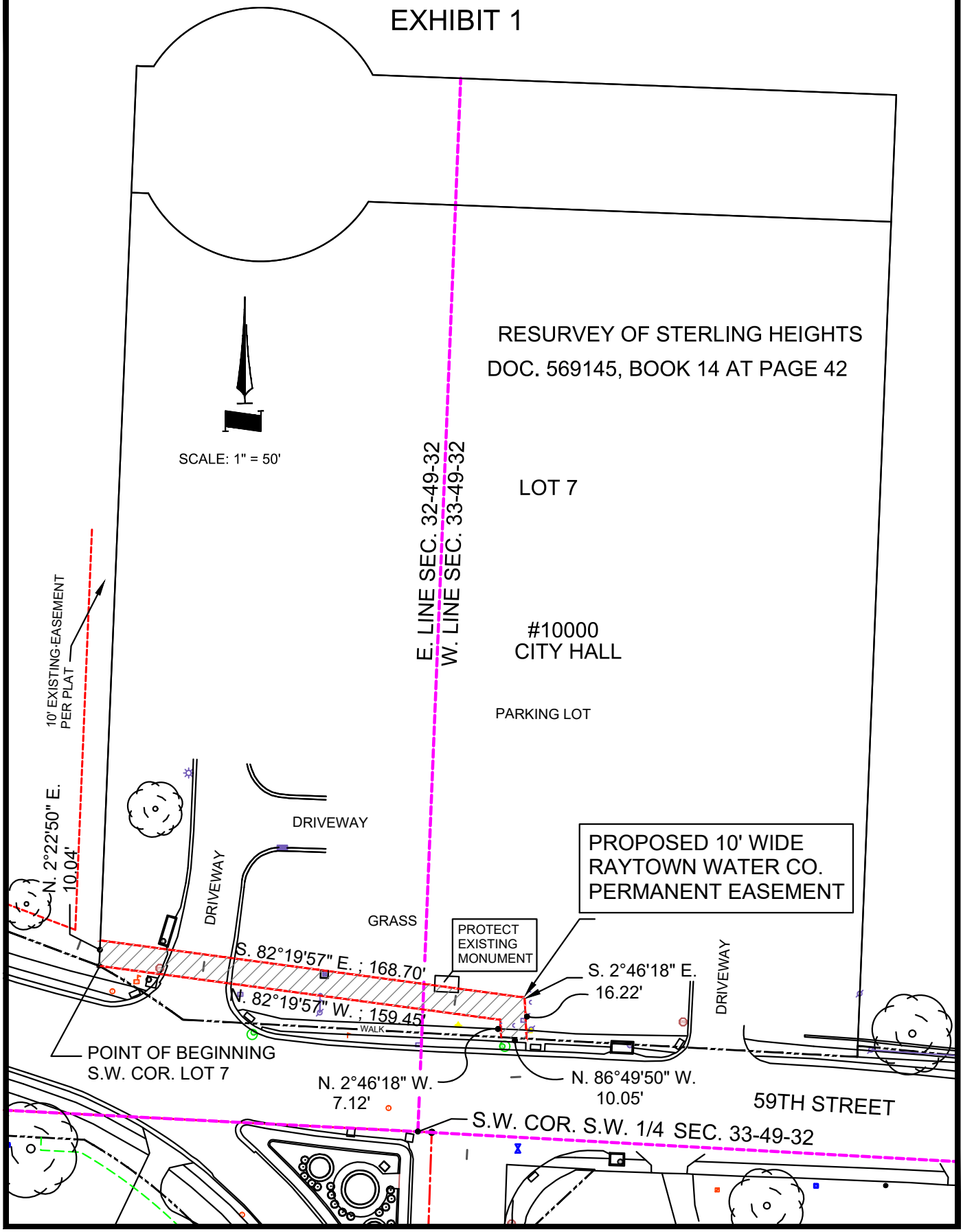
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

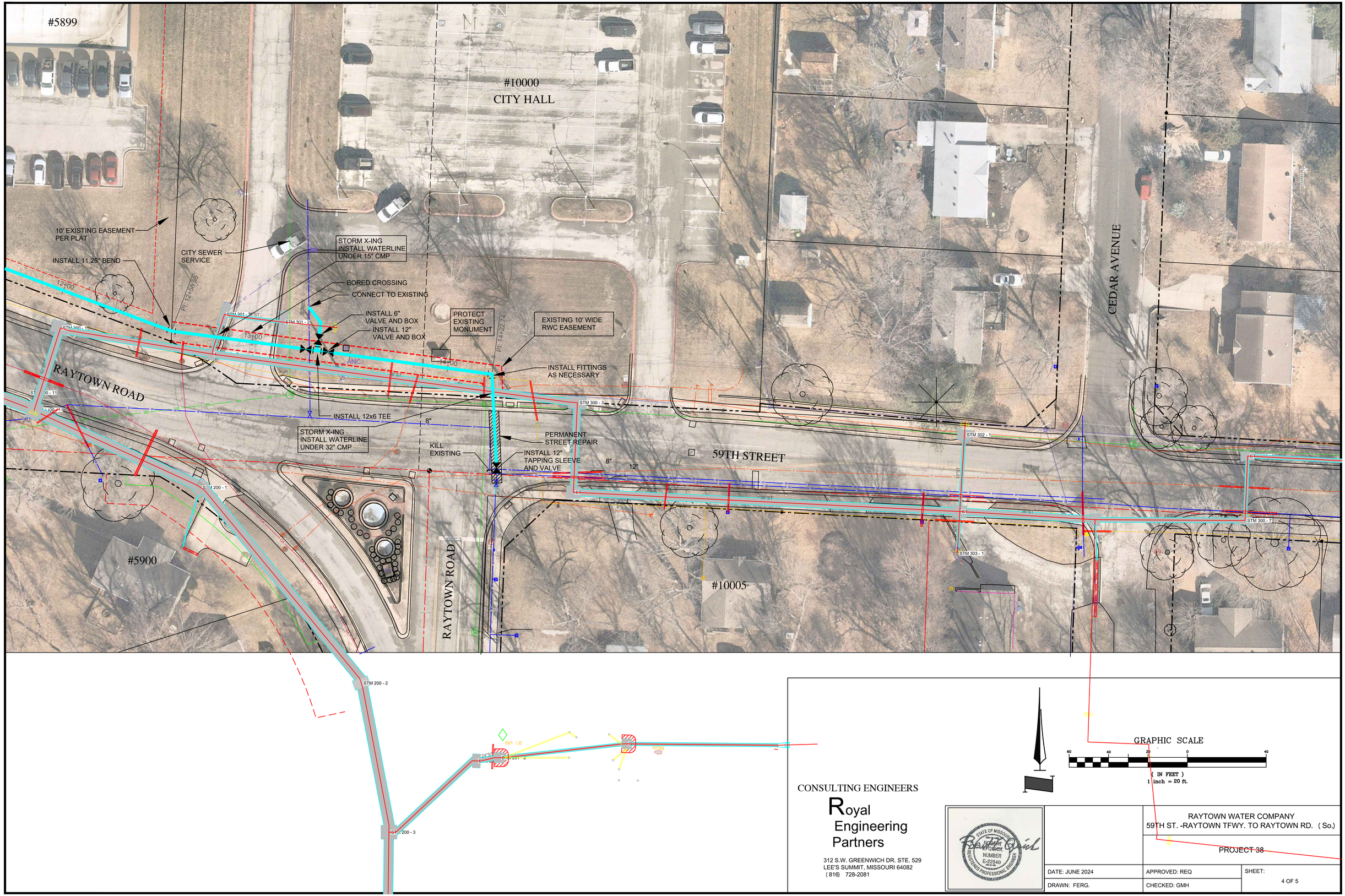
NOTARY PUBLIC: _____

My appointment expires: _____

D:\C DRIVE MOVE 6-05-2019\JCPWSD No.1\RAYTOWN WATER CO\59TH-RAYTOWN RD\59TH - RAYTOWN RD..dwg, 10/31/2024 2:37:42 PM

EXHIBIT 1





CONSULTING ENGINEERS

Royal Engineering Partners

312 S.W. GREENWICH DR. STE. 529
LEE'S SUMMIT, MISSOURI 64082
(816) 728-2081

STATE OF MISSOURI
ROBERT E. QUICK
NUMBER E-22540
REGISTERED PROFESSIONAL ENGINEER

RAYTOWN WATER COMPANY
59TH ST. -RAYTOWN TFWY. TO RAYTOWN RD. (So.)

PROJECT 38

DATE: JUNE 2024	APPROVED: REQ	SHEET: 4 OF 5
DRAWN: FERG.	CHECKED: GMH	

D:\C DRIVE MOVE 6-05-2019\JCPWSD No.1\RAYTOWN WATER CO\59TH-RAYTOWN RD\59TH - RAYTOWN RD..dwg, 10/24/2024 7:39:15 AM

Estimate of Just Compensation – Appraisal Report

Permanent Water Easement
Raytown Water Company
10000 East 59th Street
Raytown, Jackson County, Missouri 64133

Report Date: October 24, 2024

FOR:

Chiki Thompson
Raytown Water Company
10017 East 63rd Street
Raytown, MO 64133

Valbridge Property Advisors |
Valbridge Property Advisors | Kansas City

10990 Quivira Rd, Suite 100
Overland Park, KS 66210
913-451-1451 phone

valbridge.com

Valbridge File Number:
KS01-24-4578

10990 Quivira Rd, Suite 100
Overland Park, KS 66210
913-451-1451 phone
valbridge.com

Lindsay Wells
lwells@valbridge.com

Chiki Thompson
Raytown Water Company
10017 East 63rd Street
Kansas City, MO 64133

RE: Estimate of Just Compensation –Appraisal Report
Permanent Water Easement
10000 East 59th Street
Raytown, Jackson County, Missouri 64133

Dear Ms. Thompson:

In accordance with your request, we have performed an appraisal of the above referenced property. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal is not valid if separated from the appraisal report.

The subject property is located at 10000 East 59th Street, Raytown, Missouri and is further identified as Jackson County Assessor's Parcel Number (APN) 32-730-17-37-00-0-00-000. The subject is an 8.76-acre or 381,546-square-foot site that is improved with Raytown City Hall.

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them.

The client in this assignment is the Raytown Water Company, and the intended users of this report are Raytown Water Company and the City of Raytown, and no others. The intended use is to assist in the estimation of just compensation for the acquisition of easements related to a water line project. The value opinions reported herein are subject to the definitions, assumptions and limiting conditions, and certifications contained in this report.

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

Extraordinary Assumptions:

- We assume that the proposed acquisitions will occur based on the plans referenced herein, which were provided to us by Raytown Water Company. If the plans or acquisition areas change, we may need to adjust our estimate of just compensation accordingly.

- Because we've reached the conclusions the improvements will not be diminished in value by the taking, we have used and relied upon the Jackson County Assessor's valuation for the improvements for real property tax purposes in reaching our opinions of the fair market value of the property before and after the taking. This appraisal is made subject to the extraordinary assumption that the county's value for the improvements is reflective of fair market value. If the actual contributory value of the improvements to the fair market value of the property is higher or lower, our estimates of the fair market value of the property before and after the taking would change equally, and our conclusion of just compensation would remain the same.

Hypothetical Conditions:

- There is a hypothetical condition that the proposed acquisition has occurred according to the plans provided to us for the after-value scenario.

Jurisdictional Exceptions:

- Linking Value to Specific Exposure time: Section 1.2.4 provides that the appraiser shall not link an opinion of market value for federal acquisition purposes to a specific exposure time. The legal basis for this jurisdictional exception to USPAP Standards Rule 1-2(c) and may be found in Section 4.2 of these Standards. **(UASFLA 2016 Page 14-15)**

- Consideration of Land Use Regulations and Anticipated Public Projects. Section 1.2.7.3.3 of these Standards provides that the appraiser disregards any changes in a property's neighborhood brought about by the government's project. Section 1.4.3 further instructs appraisers to disregard recent rezoning (or the probability of rezoning) of the subject property if such action was the result of the government's project. Section 4.3.2.4.1 (Exceptions, under Zoning and Permits) explains the legal basis for these instructions. These instructions are contrary to USPAP Standards Rule 1-3(a), which requires appraisers to identify and analyze the effect on use and value of existing land use regulations and probable modifications thereof, and to USPAP Standards Rule 1-4(f), which requires appraisers to analyze the effect on value of anticipated public improvements located on or off site. Therefore, the instructions to appraisers in these Standards in this regard are considered jurisdictional exceptions. **(UASFLA 2016 Page 14-15)**

Based on the analysis contained in the following report, our value conclusions are summarized as follows:

Loss of Value Summary								
Cost to Cure								
None							=	$0
Total Cost to Cure:								***$0***
ROW/Easements:								
Permanent Utility Easement	1,764	SF	@	$1.76	x	50%	=	$1,549
Total ROW/Easements (Rounded)								***$1,549***
Damage to Remaining Property						*% Damage*		
None	0.00	SF	@	$0		0.0%		$0
Total Damage to Remaining Property								***$0***
Total Itemized Damages and/or Cost to Cure (Rounded)								***$1,550***

Respectfully submitted,
Valbridge Property Advisors | Valbridge Property Advisors | Kansas City

Lindsay Wells
Commercial Real Estate Analyst

Derek Shaner
Director – Certified General Appraiser # G-2526

Derek Shaner, MAI
Director – Certified General Appraiser # G-2526

Introduction

Client and Intended Users of the Appraisal

The client in this assignment is the Raytown Water Company, and the intended users of this report are Raytown Water Company and the City of Raytown, and no others.

Intended Use of the Appraisal

The intended use of this report is to assist in the estimation of just compensation for the acquisition of easements related to a water line improvement project.

Real Estate Identification

The subject property is located at 10000 East 59th Street, Raytown, Jackson County, Missouri 64133. The subject property is further identified by Assessor Parcel Number 32-730-17-37-00-0-00-000.

Legal Description

The abbreviated legal description according to the Jackson County parcel information is as follows:

STERLING HEIGHTS RESURVEY; ALL OF LOTS 7 AND 50 AND VAC 58TH TER LY BETW SD LOTS

Use of Real Estate as of the Effective Date of Value

As of the effective date of value, the subject was a City Hall.

Ownership of the Property

According to information from our client and County records, title to the subject property is vested in the City of Raytown.

Notification of Property Owner

The client is an entity of the City of Raytown, who is aware of the proposed project. Therefore, no notification to the property owner is necessary.

History of the Property

Ownership of the subject property has not changed within the past three years.

Listings/Offers/Contracts

The subject property is not currently listed for sale or under contract for sale, nor are we aware of any offers that have been made on the property.

Type and Definition of Value

The appraisal problem (the term "Purpose of Appraisal" has been retired from appraisal terminology) is to develop an opinion of the market value of the subject property. "Market Value," as used in this appraisal, is defined as "the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus." Implicit in this

definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- *Buyer and seller are typically motivated.*
- *Both parties are well informed or well advised, each acting in what they consider their own best interests;*
- *A reasonable time is allowed for exposure in the open market;*
- *Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- *The price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale."1*

The value conclusions apply to the value of the subject property under the market conditions presumed on the effective date(s) of value.

Valuation Scenarios, Property Rights Appraised, and Effective Dates of Value

Per the scope of our assignment we developed opinions of value for the subject property under the following scenarios of value:

VALUATION SCENARIOS	
"As Is" Prior to the Acquisition	**Completed**
Value of the Remaining Property	**Completed**
Estimate of Just Compensation	**Completed**

Ryan Myers completed an appraisal inspection of the subject property on October 22, 2024.

Property Rights Appraised

We have appraised the fee simple interest in the subject property, both before and after the acquisition of the proposed right-of-way and/or easements.

Date of Report

The date of this report is October 24, 2024, which is the same as the date of the letter of transmittal.

Effective Date of Value

The effective date of value is October 22, 2024.

Date of Inspection

The subject property was inspected on October 22, 2024, by Ryan Myers, Certified Appraiser.

[1] Source: Code of Federal Regulations, Title 12, Banks and Banking, Part 722.2-Definitions

Assumptions and Conditions of the Appraisal

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

Extraordinary Assumptions:

- We assume that the proposed acquisitions will occur based on the plans referenced herein, which were provided to us by Raytown Water Company. If the plans or acquisition areas change, we may need to adjust our estimate of just compensation accordingly.

- Because we've reached the conclusions the improvements will not be diminished in value by the taking, we have used and relied upon the Jackson County Assessor's valuation for the improvements for real property tax purposes in reaching our opinions of the fair market value of the property before and after the taking. This appraisal is made subject to the extraordinary assumption that the county's value for the improvements is reflective of fair market value. If the actual contributory value of the improvements to the fair market value of the property is higher or lower, our estimates of the fair market value of the property before and after the taking would change equally, and our conclusion of just compensation would remain the same.

Hypothetical Conditions:

- There is a hypothetical condition that the proposed acquisition has occurred according to the plans provided to us for the after-value scenario.

Jurisdictional Exceptions:

- Linking Value to Specific Exposure time: Section 1.2.4 provides that the appraiser shall not link an opinion of market value for federal acquisition purposes to a specific exposure time. The legal basis for this jurisdictional exception to USPAP Standards Rule 1-2(c) and may be found in Section 4.2 of these Standards. **(UASFLA 2016 Page 14-15)**

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Scope of Work

The elements addressed in the Scope of Work are (1) the extent to which the subject property is identified, (2) the extent to which the subject property is inspected, (3) the type and extent of data researched, (4) the type and extent of analysis applied, (5) the type of appraisal report prepared, and (6) the inclusion or exclusion of items of non-realty in the development of the value opinion. These items are discussed as below.

Extent to Which the Property Was Identified

The three components of the property identification are summarized as follows:

- Legal Characteristics - The subject was legally identified via information from our client, and County Records.
- Economic Characteristics - Economic characteristics of the subject property were identified via the Site To Do Business, as well as a comparison to properties with similar locational and physical characteristics.
- Physical Characteristics - The subject was physically identified via a physical site inspection and review of GIS mapping.

Extent to Which the Property Was Inspected

Ryan Myers, Certified Appraiser, inspected the subject site on October 22, 2024. The improvements were not measured or inspected during the course of the inspection.

Type and Extent of Data Researched

We researched and analyzed: (1) market area data, (2) property-specific market data, (3) zoning and land-use data, and (4) current data on comparable listings and transactions. We also interviewed people familiar with the subject market/property type.

Type and Extent of Analysis Applied (Valuation Methodology)

We observed surrounding land use trends, the condition of any improvements, demand for the subject property, and relevant legal limitations in concluding a highest and best use. We then valued the subject based on that highest and best use conclusion.

There are four primary methodologies available for the estimation of land value: (1) Sales Comparison, (2) Land Residual Method, (3) Ground Rent Capitalization, and (4) Subdivision Development Method (Discounted Cash Flow). While other methods, such as Extraction and Allocation, are applicable under limited conditions, one or more of these approaches are used in most circumstances to derive an indication of land value.

- Sales Comparison Approach - In the sales comparison approach, value is indicated by recent sales and/or listings of comparable properties in the market, with the appraiser analyzing the impact of material differences in both economic and physical elements between the subject and the comparables.
- Direct Capitalization: Land Residual Method - The land residual methodology involves estimating the residual net income to the land by deducting from total potential income the

portion attributable to the improvements, assuming development of the site at its highest and best use. The residual income is capitalized at an appropriate rate, resulting in an indication of land value.

- Direct Capitalization: Ground Rent Capitalization – A market derived capitalization rate is applied to the net income resulting from a ground lease. This can represent the leased fee or fee simple interest, depending on whether the income potential is reflective of a lease in place or market rental rates.
- Yield Capitalization: Subdivision Development Method – Also known as Discounted Cash Flow Analysis (DCF), the methodology is most appropriate for land having multiple lot development in the near term as the highest and best use. The current site value is represented by discounting the anticipated cash flow to a present value, taking into consideration all necessary costs of development, maintenance, administration, and sales throughout the absorption period.

All of these approaches to value were considered. We assessed the availability of data and applicability of each approach to value within the context of the characteristics of the subject property and the needs and requirements of the client. Based on this assessment, we relied upon the sales comparison approach. Further discussion of the extent of our analysis and the methodology of each approach is provided later in the respective valuation sections.

Appraisal Conformity and Report Type

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them.

This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2a. USPAP gives appraisers flexibility to vary the level of information presented in the report dependent on the intended use and intended users of the appraisal. The appraisal is presented in a format which briefly summarizes the data, reasoning, and analyses used in the appraisal assignment.

For any inconsistencies with USPAP, appraisers are protected by the USPAP Jurisdictional Exception provision. The report has departed from the Standards Rule 1-4 (f) of the Uniform Standards of Professional Appraisal Practice, as this section is in conflict with 49 CFR Part 24.103 (2) (b), relating to project influence. In addition, the report invokes the Jurisdictional Exception of USPAP which empowers the client, to depart from this requirement.

Personal Property/FF&E

All items of non-realty are excluded from this analysis.