

AMENDED
(AMENDING BILL 6411-16 AND THE ADDITION OF RESOLUTION R-2880-16 AND R-2881-16)

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
JUNE 7, 2016
REGULAR SESSION NO. 28
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
7:00 P.M.

Invocation
Pledge of Allegiance
Roll Call

Proclamations and Presentations

- ★ Swearing in of Police Officers Whitelaw, Allen and Hansen

Public Comments

Communication from the Mayor

Communication from the City Administrator

Committee Reports

STUDY SESSION

Parks and Recreations Annual Report
Kevin Boji, Director

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. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular May 17, 2016 Board of Aldermen meeting minutes.

REGULAR AGENDA

2. Public Hearing: A public hearing to consider a Conditional Use Permit on property located at 6218 Arlington.
 - 2a. **SECOND READING: Amended Bill No. 6411-16, Section XIII. AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT SUBJECT TO CERTAIN CONDITIONS TO ALLOW A TOW LOT AT 6218 ARLINGTON AVENUE IN RAYTOWN, MISSOURI.** Point of Contact: John Benson, Development & Public Affairs Director.
3. Public Hearing: A public hearing to consider a conditional use permit on property located at 6709 Raytown Road.
 - 3a. **SECOND READING: Bill No. 6412-16, Section XIII. AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT SUBJECT TO CERTAIN CONDITIONS TO ALLOW A FUELING STATION AT 6709 RAYTOWN ROAD IN RAYTOWN, MISSOURI.** Point of Contact: John Benson, Development & Public Affairs Director.

4. **SECOND READING: Bill No. 6413-16, Section III-A-9: AN ORDINANCE** APPROVING THE FINAL PLAT OF VISHNANI SUBDIVISION, A SUBDIVISION IN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: John Benson, Development & Public Affairs Director.
5. Public Hearing: A public hearing to consider a conditional use permit on property located at 9601 & 9617 E. Highway 350.
 - 5a. **FIRST READING: Bill No. 6414-16, Section XIII. AN ORDINANCE** GRANTING A CONDITIONAL USE PERMIT SUBJECT TO CERTAIN CONDITIONS TO ALLOW A VEHICLE SALES BUSINESS ON PROPERTY LOCATED AT 9601 & 9617 E. HIGHWAY 350 IN RAYTOWN, MISSOURI. Point of Contact: John Benson, Development & Public Affairs Director.
6. **R-2874-16: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF A 2016 FORD ECONOLINE 3500 OFF THE CITY OF INDEPENDENCE COOPERATIVE PURCHASING BID IN AN AMOUNT NOT TO EXCEED \$28,167.00. Point of Contact: Doug Jonesi, Emergency Medical Services Director.
7. **R-2875-16: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF A NEW AMBULANCE CONVERSION FROM OSAGE AMBULANCE/EMERGENCY SERVICES SUPPLY OFF THE 2016 COOPER COUNTY AMBULANCE DISTRICT TYPE III AMBULANCE BID IN AN AMOUNT NOT TO EXCEED \$109,575.00. Point of Contact: Doug Jonesi, Emergency Medical Services Director.
8. **R-2876-16: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF A STRYKER POWER-LOAD COT FASTENER SYSTEM FROM STRYKER EMS EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$28,608.12. Point of Contact: Doug Jonesi, Emergency Medical Services Director.
9. **R-2877-16: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF COPIERS AND PRINTERS FROM DATAMAX IN AN AMOUNT NOT TO EXCEED \$18,711.00 FOR FISCAL YEAR 2015-2016. Point of Contact: Kati Horner Gonzalez, Acting Director Public Works.
10. **R-2878-16: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT WITH DUKE'S ROOT CONTROL, INC. IN AN AMOUNT NOT TO EXCEED \$30,000.00 FOR FISCAL YEAR 2015-2016. Point of Contact: Kati Horner Gonzalez, Acting Director Public Works.
11. **R-2879-16: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF A 7400 SERIES INTERNATIONAL DUMP TRUCK AND RELATED EQUIPMENT FROM AMERICAN EQUIPMENT COMPANY OFF THE CITY OF KANSAS CITY MISSOURI COOPERATIVE PURCHASING CONTRACT IN AN AMOUNT NOT TO EXCEED \$133,064.00. Point of Contact: Kati Horner Gonzalez, Acting Director Public Works.
12. **R-2880-16: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF MOBILE AND PORTABLE RADIOS AND EQUIPMENT FROM MOTOROLA SOLUTIONS, INCORPORATED OFF THE STATE OF MISSOURI RADIO AND ACCESSORIES CONTRACT IN AN AMOUNT NOT TO EXCEED \$58,025.05. Point of Contact: Jim Lynch, Police Chief.
13. **R-2881-16: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF MOBILE DATA TERMINALS FOR POLICE DEPARTMENT VEHICLES FROM WORLD WIDE TECHNOLOGY, INC. OFF THE STATE OF MISSOURI CISCO NETWORKING PRODUCTS AND SERVICES CONTRACT IN AN AMOUNT NOT TO EXCEED \$15,175.68 FOR FISCAL YEAR 2015-2016. Point of Contact: Jim Lynch, Police Chief.

ADJOURNMENT

**DRAFT
MINUTES
RAYTOWN BOARD OF ALDERMEN
MAY 17, 2016
REGULAR SESSION No. 27
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133**

**OPENING SESSION
7:00 P.M.**

Mayor Michael McDonough called the May 17, 2016 Board of Aldermen meeting to order at 7:00 p.m. Raytown Color Guard presented the flags and Father Sean McCaffery provided the invocation and led the pledge of allegiance.

Roll Call

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

Present: Alderman Karen Black, Alderman Josh Greene, Alderman Jim Aziere, Alderman Jason Greene, Alderman Janet Emerson, Alderman Mark Moore, Alderman Steve Meyers, Alderman Bill Van Buskirk, Alderman Steve Mock, Alderman Eric Teeman

Proclamations and Presentations

Mayor Michael McDonough presented the Raytown Police staff a proclamation recognizing National Police Week.

Public Comments

Phillip Cangesser addressed the Board about code violations in his neighborhood.

Communication from the Mayor

Mayor McDonough reported that the Raytown Night at the Royals was a success.

Communication from the City Administrator

Mahesh Sharma, City Administrator, announced that the Raytown EMS Blood Drive was scheduled for May 18, 2016. People should contact EMS at 737-6030 for more information.

Mr. Sharma reported that the Missouri Municipal League was scheduled to host a conference for elected officials in the near future. Those who would like to attend the conference should contact the City Clerk's office.

Mr. Sharma announced that City Hall's personnel policy manual was scheduled to go before the Finance Committee on June 7, 2016 and was scheduled for Board review on June 21, 2016.

Committee Reports

Alderman Teeman announced that Movies in the Park were scheduled to start May 20, 2016 at Kenagy Park.

Alderman Teeman reported that tennis lessons for youth and adults were scheduled to start the first week in June.

Alderman Teeman announced that the Annual Fishing Derby at Kenagy Park was scheduled for June 4, 2016 and Kid's Day at Kenagy Park was scheduled for June 16, 2016.

Alderman Josh Greene announced that the Finance Committee was scheduled to meet June 7, 2016 at 6:00 p.m.

Alderman Josh Greene announced that Crane Brewery opened up their tap room to the public. He urged residents to stop by and visit the business.

Alderman Black announced that River of Refuge was scheduled to have a ribbon cutting ceremony June 2, 2016 at 11:30 a.m. and Open House at 5:00 p.m.

Alderman Mock reported that the Municipal Committee met on May 17, 2016 and that the Raytown Arts & Music Festival was scheduled for August 27, 2016 at Kenagy Park.

Alderman Emerson announced that the Human Relations Commission was scheduled to meet May 19, 2016 at 8:00 p.m.

Alderman Emerson urged residents to visit the Raytown Area Chamber of Commerce's website to find out about different events going on in the City.

Alderman Meyers congratulated Raytown Seniors who were graduating.

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. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular May 3, 2016 Board of Aldermen meeting minutes.

Alderman Black, seconded by Alderman Emerson, made a motion to approve the consent agenda. The motion was approved by a vote of 10-0.

Ayes: Aldermen Black, Emerson, Teeman, Mock, Van Buskirk, Meyers, Moore, Jason Greene, Aziere, Josh Greene

Nays: None

REGULAR AGENDA

2. Public Hearing: A public hearing to consider Rezoning property located at 6812 & 6816 Hunter Avenue.

2a. **FIRST READING: Bill No. 6410-16, Section XIII. AN ORDINANCE GRANTING A CHANGE IN ZONING FROM HIGHWAY CORRIDOR COMMERCIAL DISTRICT (HC) TO LOW DENSITY RESIDENTIAL (R-1) ON LAND LOCATED AT 6812 AND 6816 HUNTER AVENUE IN RAYTOWN, MISSOURI.** Point of Contact: John Benson, Development & Public Affairs Director.

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

Mayor McDonough opened the public hearing and called for any ex parte' discussion(s); none was noted.

Scott Peterson, Development & Public Affairs Permit Technician and applicant, Vicki Dunham, provided the Staff Report and remained available for discussion.

Mayor McDonough opened the floor for public comment;

There was none.

Without further comments; Mayor McDonough closed the floor for public comment.

Discussion included whether a clerical error had been made when plats were originally filed, how far applicant had to travel to get to Raytown and the original purpose/use of the property.

Alderman Meyers, seconded by Alderman Van Buskirk made a motion to Suspend the Rules. The motion was approved by a vote of 10-0.

Ayes: Aldermen Meyers, Van Buskirk, Jason Greene, Emerson, Josh Greene, Moore, Aziere, Mock, Black, Teeman
Nays: None

SECOND READING: Bill No. 6410-16, Section XIII. AN ORDINANCE GRANTING A CHANGE IN ZONING FROM HIGHWAY CORRIDOR COMMERCIAL DISTRICT (HC) TO LOW DENSITY RESIDENTIAL (R-1) ON LAND LOCATED AT 6812 AND 6816 HUNTER AVENUE IN RAYTOWN, MISSOURI. Point of Contact: John Benson, Development & Public Affairs Director

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

Mayor McDonough re-opened the public hearing and called for any ex parte' discussion(s); none was noted.

Scott Peterson, Development & Public Affairs Permit Technician, provided an update of the Staff Report and remained available for discussion.

Mayor McDonough re-opened the floor for public comment;

There was none.

Without further comments; Mayor McDonough closed the floor for public comment.

There was no discussion.

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

Ayes: Aldermen Aziere, Moore, Emerson, Black, Meyers, Jason Greene, Josh Greene, Van Buskirk, Teeman, Mock
Nays: None

It became ORDINANCE NO: 5546-16

3. Public Hearing: A public hearing to consider a Conditional Use Permit on property located at 6218 Arlington.

3a. **FIRST READING: Bill No. 6411-16, Section XIII. AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT SUBJECT TO CERTAIN CONDITIONS TO ALLOW A TOW LOT AT 6218 ARLINGTON AVENUE IN RAYTOWN, MISSOURI.** Point of Contact: John Benson, Development & Public Affairs Director.

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

Mayor McDonough opened the public hearing and called for any ex parte' discussion(s); Alderman Moore had communication regarding the issue but would weigh all facts before making a decision.

John Benson, Development & Public Affairs Director and applicant DeAndre Briscoe provided the Staff Report and remained available for discussion.

Mayor McDonough opened the floor for public comment;

Laura Brant addressed the Board regarding property maintenance issues.

Tim Dunbar addressed the Board regarding property maintenance issues.

Without further comments; Mayor McDonough closed the floor for public comment.

Discussion included how long the applicant has operated his tow company, location of applicant's current tow lot, number of cars currently located at the site, fencing for the property, security measures applicant intends to use for the tow lot, estimated number of cars applicant would have at the lot at any given time, entrance to the property, estimated time frame of how long a car would stay at the lot once towed, if owner of the property had been informed about the recommendations from Planning & Zoning, if the applicant had a contract with the property owner.

Alderman Van Buskirk, seconded by Alderman Moore made a motion to require owner to add fencing on the east side of the property. The motion was approved by a vote of 9-1.

Ayes: Aldermen Van Buskirk, Moore, Teeman, Mock, Meyers, Jason Greene, Aziere, Josh Greene, Black
Nays: Alderman Emerson

Alderman Moore, seconded by Alderman Mock made a motion to continue to a date certain of June 7, 2016. The motion was approved by a vote of 10-0.

Ayes: Aldermen Moore, Mock, Josh Greene, Jason Greene, Van Buskirk, Teeman, Black, Aziere, Emerson, Meyers
Nays: None

Mayor Mike McDonough called for break at 8:20 p.m. and meeting reconvened at 8:26 p.m.

4. Public Hearing: A public hearing to consider a conditional use permit on property located at 6709 Raytown Road.

4a. **FIRST READING: Bill No. 6412-16, Section XIII. AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT SUBJECT TO CERTAIN CONDITIONS TO ALLOW A FUELING STATION AT 6709 RAYTOWN ROAD IN RAYTOWN, MISSOURI.** Point of Contact: John Benson, Development & Public Affairs Director.

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

Mayor McDonough opened the public hearing and called for any ex parte' discussion(s); none was noted.

John Benson, Development & Public Affairs Director, provided the Staff Report and remained available for discussion.

Mayor McDonough opened the floor for public comment;

Carol Hinsley spoke against the fueling station.

Without further comments; Mayor McDonough closed the floor for public comment.

Discussion included limiting the number of fueling stations in the City, if the applicant could still build a convenience store if fueling station was denied, why the applicant was not present at the meeting, the aesthetic look of the store/fueling station, possible grading issues, location of existing entrance to the property, operating hours of proposed business and current condition of the building.

Alderman Josh Greene, seconded by Alderman Mock made a motion to continue to a date certain of June 7, 2016. The motion was approved by a vote of 9-1.

Ayes: Aldermen Josh Greene, Mock, Teeman, Emerson, Jason Greene, Moore, Aziere, Black, Meyers
Nays: Alderman Van Buskirk

5. **FIRST READING: Bill No. 6413-16, Section III-A-9: AN ORDINANCE** APPROVING THE FINAL PLAT OF VISHNANI SUBDIVISION, A SUBDIVISION IN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: John Benson, Development & Public Affairs Director.

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

John Benson, Development & Public Affairs Director, presented an overview of the Staff Report and remained available for questions.

There was no discussion.

6. **R-2868-16: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND ALLEN, GIBBS & HOULIK FOR ACCOUNTING SERVICES IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR FISCAL YEAR 2015-2016. Point of Contact: Mark Loughry, Finance Director.

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

Mark Loughry, Finance Director, provided the Staff Report and remained available for discussion.

There was no discussion.

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

Ayes: Aldermen Van Buskirk, Aziere, Meyers, Jason Greene, Emerson, Josh Greene, Moore, Mock, Black, Teeman

Nays: None

7. **R-2869-16: A RESOLUTION AUTHORIZING** AND APPROVING AN AGREEMENT WITH INDEPENDENT SALT COMPANY FOR THE PURCHASE OF SALT FOR THE PURPOSE OF TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER. Point of Contact: Kati Horner Gonzalez, Acting Director of Public Works.

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

Kati Horner Gonzalez, Acting Director of Public Works, provided the Staff Report and remained available for discussion.

Discussion included the amount of salt the City currently has, how much salt the City used last year, how much the City paid for salt the previous year and if the City would continue to get a price break if more salt was needed.

Alderman Mock, seconded by Alderman Josh Greene made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Mock, Josh Greene, Teeman, Moore, Jason Greene, Van Buskirk, Black, Aziere, Emerson, Meyers

Nays: None

8. **R-2870-16: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT WITH WIEDENMANN, INC. FOR AN EMERGENCY REPAIR PROJECT TO THE SANITARY SEWER MAIN LOCATED AT THE INTERSECTION OF 82ND STREET AND HARVARD AVENUE IN AN AMOUNT NOT TO EXCEED \$14,285.00. Point of Contact: Kati Horner Gonzalez, Acting Director of Public Works.

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

Kati Horner Gonzalez, Acting Director of Public Works, provided the Staff Report and remained available for discussion.

Discussion included when the inspection was performed, if there had been backups at the location before and how much money was left for emergency projects.

Alderman Jason Greene, seconded by Alderman Black made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Jason Greene, Black, Moore, Teeman, Aziere, Mock, Josh Greene, Van Buskirk, Meyers, Emerson

Nays: None

9. **R-2871-16: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT WITH WIEDENMANN, INC. FOR AN EMERGENCY REPAIR PROJECT TO THE SANITARY SEWER MAIN LOCATED NEAR 11605 62nd TERRACE IN AN AMOUNT NOT TO EXCEED \$13,702.00.

Point of Contact: Kati Horner Gonzalez, Acting Director of Public Works.

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

Kati Horner Gonzalez, Acting Director of Public Works, provided the Staff Report and remained available for discussion.

Discussion included whether or not the City would be responsible for fixing landscaping after the project was complete.

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, Jason Greene, Van Buskirk, Josh Greene, Meyers, Mock, Black, Moore, Teeman

Nays: None

10. **R-2872-16: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT WITH WIEDENMANN, INC. FOR AN EMERGENCY REPAIR PROJECT TO THE SANITARY SEWER MAIN LOCATED NEAR 8310 STERLING AVENUE IN AN AMOUNT NOT TO EXCEED \$12,945.00.

Point of Contact: Kati Horner Gonzalez, Acting Director of Public Works.

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

Kati Horner Gonzalez, Acting Director of Public Works, provided the Staff Report and remained available for discussion.

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

Ayes: Aldermen Mock, Teeman, Black, Josh Greene, Aziere, Jason Greene, Emerson, Moore, Meyers, Van Buskirk

Nays: None

11. **R-2873-16: A RESOLUTION** AUTHORIZING THE EXPENDITURE OF FUNDS WITH NATIONAL STREETScape INC. FOR THE DOWNTOWN STREETScape PROJECT FOR \$1,157,679.57 AND AUTHORIZING CHANGE ORDER NO. 1 IN THE AMOUNT OF \$50,000.00 FOR A TOTAL PROJECT AMOUNT NOT TO EXCEED \$1,207,679.57. Point of Contact: Kati Horner Gonzalez, Acting Director of Public Works.

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

Kati Horner Gonzalez, Acting Director of Public Works, provided the Staff Report and remained available for discussion.

Discussion included why the change order was needed, if the amount of the change order included contingencies for future project changes, providing a progress report of what has been done and complaints about the project.

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

Ayes: Aldermen Emerson, Josh Greene, Teeman, Mock, Van Buskirk, Meyers, Moore, Jason Greene, Aziere, Black

Nays: None

12. **SECOND READING: Bill No. 6409-16, Section III-A-9: AN ORDINANCE** PROVIDING FOR SUBMISSION OF A PROPOSAL TO DISCONTINUE APPLICATION AND COLLECTION OF THE LOCAL SALES TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS, AND OUTBOARD MOTORS THAT WERE PURCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE PRIMARY ELECTION CALLED AND TO BE HELD IN THE CITY ON AUGUST 2, 2016. Point of Contact: Teresa Henry, City Clerk.

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

Mark Loughry, Finance Director, presented an updated overview of the Staff Report and remained available for questions.

Discussion included ballot language, marketing campaigns, and extension by the Governor.

Alderman Jason Greene, seconded by Alderman Josh Greene, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Jason Greene, Josh Greene, Moore, Van Buskirk, Teeman, Black, Aziere, Emerson, Meyers, Mock

Nays: None

It became **ORDINANCE NO.: 5545-16.**

DISCUSSION ITEM

13. Gasoline Tax, Mark Loughry, Finance Director

Alderman Meyers provided information regarding how the tax could be utilized as an alternative revenue source for transportation which could potentially free up money for storm water projects. Alderman Meyers estimated that the tax would be .01-.02 cents.

Alderman Van Buskirk believed that the City should find alternative revenue resources through business development and not through taxes.

Alderman Josh Greene spoke about the importance to develop other creative ideas to generate revenue for City projects.

Alderman Jason Greene questioned how much people would be taxed and discussed the State's future involvement with a similar tax.

Alderman Moore suggested that the City look into applying storm water fees to commercial properties as a possible way in gain revenue for funding projects.

ADJOURNMENT

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

The meeting adjourned at 10:08 p.m.

Teresa M. Henry MRCC
City Clerk

CITY OF RAYTOWN
Request for Board Action

Date: June 6, 2016

Amended Bill No. 6411-16

To: Mayor and Board of Aldermen

Section No.: XIII

From: John Benson, Director of Development & Public Affairs

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____

Action Requested: Conduct a public hearing to consider a Conditional Use Permit application for a vehicle tow lot on property located at 6218 Arlington Avenue.

Recommendation: The Planning & Zoning Commission, by a vote of 5 in favor and 0 against, is recommending approval of the application subject to the following conditions:

1. The applicant shall submit a site plan to staff indicating the location on the property where towed vehicles will be parked or stored.
2. A six foot high pvc/vinyl privacy fence with a white or earth tone color shall be constructed along the side and rear property lines so as to screen towed vehicles on the property from view from adjoining properties to the south, west and north.

Based upon discussion and direction from the Board at the May 17th Board of Aldermen meeting condition number 2 has been revised in the accompanying amended ordinance to reflect the desired fencing on the rear of the property. Staff has also met with the applicant on the property following that meeting in regards to the location of the fencing being stipulated which is depicted on the aerial photo on the following page.

3. Any inoperable, dismantled, or damaged vehicle shall be stored or placed behind the required solid pvc/vinyl fence and shall not be located closer than 110 feet from the edge of the street pavement.
4. Compliance with local, state and federal laws and regulations.

Analysis: DeAndre Briscoe, serving as the agent on behalf of the property owner, Commercial Shops & Garages, LLC, is seeking approval of a Conditional Use Permit application to allow a vehicle tow lot to operate at 6218 Arlington Ave. There is an existing auto repair business on the subject address known as Hemi Auto that would continue to operate at this location as well. The subject property is zoned Neighborhood Commercial (NC).

Alternatives: Alternatives to the recommendation of the Planning & Zoning Commission would be to:

1. Deny the Conditional Use Permit application; or
2. Refer the application back to the Planning & Zoning Commission for reconsideration or further review.

Budgetary Impact: This application does not require the city to provide any funding.

Additional Reports Attached:

- Staff Report on this application for the May 12, 2016 Planning & Zoning Commission meeting
- Minutes of the May 12, 2016 Planning & Zoning Commission meeting
- Conditional Use Permit Application submitted by applicant



STAFF REPORT

To: The City of Raytown Planning and Zoning Commission

FROM: JOHN BENSON, AICP
DIRECTOR OF DEVELOPMENT AND PUBLIC AFFAIRS

DATE: MAY 12, 2016

SUBJECT: AGENDA ITEM NO. 5.C: (CASE NO. PZ-2016-007) APPLICATION FOR CONDITIONAL USE PERMIT FOR A VEHICLE TOW LOT ON PROPERTY LOCATED AT 6218 ARLINGTON AVE IN RAYTOWN, MO.

BACKGROUND INFORMATION:

DeAndre Briscoe, serving as the agent on behalf of the property owner, Commercial Shops & Garages, LLC, is seeking approval of a conditional use permit application to allow a vehicle tow lot to operate at 6218 Arlington Ave. There is an existing business at the subject address which Hemi Auto that would continue to operate at this location as well. The subject property is zoned Neighborhood Commercial (NC).



FACTORS TO BE CONSIDERED:

In considering and making a decision on an application for a conditional use permit, city code stipulates that consideration is required to be given by the city on the potential impact of the proposed use on the health, safety, morals, comfort and general welfare of the inhabitants of the city, including but not limited to, the following factors.

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

The property to which the conditional use permit application applies is zoned Neighborhood Commercial (NC). The zoning and uses on surrounding properties are more specifically described below:

East: The property immediately to the East of the applicant property is a multi-use shopping center zoned Neighborhood Commercial (NC).

West: A water tower and equestrian park sit to the west of the applicant property. The property immediately to the west is zoned Neighborhood Commercial (NC).

South: The properties to the South of the applicant property are all zoned Neighborhood Commercial (NC), and have uses comprised of restaurant, retail, and professional office space.

North: The property immediately north of the applicant property serves as an office and warehouse for a glass and window company.

2. Conservation of property values.

If approved, the proposed use will have a minimal impact on the conservation of property values in the area. The proposed tow lot is similar in use to the existing vehicle repair business at the subject location.

3. Protection against fire and casualties.

If the application is approved, prior to opening the applicant will be required to obtain a Use Permit from the Development and Public Affairs Department. In order to obtain a Use Permit the City's Building Official and the Fire Marshal will inspect the building and property to ensure that the building and property do not pose a fire threat and are safe to occupy.

4. Observation of general police regulations.

It does not appear that the proposed tow lot will violate any general police regulations.

5. Prevention of traffic congestion.

The applicant property will be using an existing parking lot to store the vehicles it tows. Additional traffic will be limited to the trucks used for towing vehicles to the site. Therefore, the property will be producing low traffic levels, and as such a traffic impact analysis was not submitted.

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

Both the existing and proposed uses on the property generate minimal customer traffic. Staff feels that the number of parking spaces that currently exist on the property are adequate to meet the needs of both uses on the property.

7. Promotion of the safety of individuals and property.

As previously stated, prior to the business opening the property will be inspected by the City's Building Official and the Fire Marshal from the Raytown Fire Protection District to ensure the applicant complies with all applicable life safety codes and that the property is in compliance with the city's property maintenance codes.

8. Provision for adequate light and air.

The conditional use permit would not result in any new construction or alterations to the exterior the building that would alter or affect the provision of light and air on or adjacent to the property.

9. Prevention of overcrowding and excessive intensity of land uses.
The property has previously been developed and no additions or alterations to the building are proposed. In addition, due to the low traffic generation expected, the proposed tow lot will have a negligible impact on traffic along Arlington Ave. Based upon this information; the proposed use will not result in overcrowding or be an excessively intense land use for this area of Raytown.
10. Provision for public utilities and schools.
The property contains an existing building that is served by public utilities. In addition, it does not appear that the proposed conditional use will have an impact on schools.
11. Invasion by inappropriate uses.
The applicant feels because the property is currently being used to store vehicles that the proposed use will be suitable for the proposed additional use of a tow lot on the property. Therefore, the location is suitable for the proposed use and will not be an invasion of an inappropriate use.
12. Value, type and character of existing or authorized improvements and land uses.
The property on which the proposed use would be located is developed and does not necessitate any exterior site or building improvements. Additionally, as previously described, the proposed use will use the existing parking area. Therefore, the proposed use is in keeping with the value, type and character of existing or authorized improvements and land uses.
13. Encouragement of improvements and land uses in keeping with overall planning.
The applicant is not proposing to construct any additions or alter the exterior of the existing building on the property.
14. Provision for orderly and proper renewal, development and growth.
With the tow low business that is proposed, staff does not have any information that indicates the proposed use will have any adverse impacts on existing land uses or infrastructure located in the surrounding area.

STAFF RECOMMENDATION:

It is the recommendation of staff that the conditional use permit to allow a tow lot business at the applicant property be approved, subject to the following conditions:

1. A site plan shall be submitted by the applicant for staff approval indicating the location on the property where towed vehicles shall be parked or stored.
2. A six foot high pvc / vinyl privacy fence with a, white of earth tone color, shall be constructed along the side and rear property lines so as to screen towed vehicles on the property. The fence shall begin not less than 110 feet from the edge of the street on each side of the property.
3. Any inoperable, dismantled, or damaged vehicle shall be stored or placed behind a solid pvc/vinyl fence located not closer than 110 feet from the edge of the street pavement.
4. Compliance with local, state and federal laws and regulations.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT SUBJECT TO CERTAIN CONDITIONS TO ALLOW A TOW LOT AT 6218 ARLINGTON AVENUE IN RAYTOWN, MISSOURI

WHEREAS, application PZ-2016-007, submitted by DeAndre & Leunique Briscoe on behalf of Commercial Shops and Garages, LLC seeks to allow a tow business and tow lot at 6218 Arlington Avenue in Raytown, Missouri; and

WHEREAS, pursuant to City Code Chapter 50, Article V of the City of Raytown Code of Ordinances, application no. PZ-2016-007, was referred to the Planning & Zoning Commission to hold a public hearing; and

WHEREAS, after due public notice in the manner prescribed by law, the Planning & Zoning Commission held public hearings on said application on May 12, 2016; and

WHEREAS, at the conclusion of said public hearing on May 12, 2016 the Planning Commission by a vote of five (5) in favor and zero (0) against rendered a report to the Board of Aldermen recommending that the Conditional Use Permit Application be approved subject to certain conditions; and

WHEREAS, after due public notice in the manner prescribed by law, the Board of Aldermen held public hearings on said application on May 17, 2016 and June 7, 2016; and

WHEREAS, based on all of the information presented the Board of Aldermen finds it is in the best interest of the citizens of the City of Raytown to approve said Conditional Use Permit subject to certain conditions specified herein.

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

SECTION 1 – GRANT OF CONDITIONAL USE PERMIT. That a Conditional Use Permit is hereby granted to allow a tow business and tow lot on property located at 6218 Arlington Avenue in Raytown, Missouri, as legally described in Exhibit “A”, subject to the conditions set forth in Section 2 herein.

SECTION 2 – CONDITIONS OF APPROVAL AND OPERATION. That the following conditions of approval shall apply and be followed during the duration of the use allowed by this Conditional Use Permit.

1. Prior to issuance of a Use Permit by the City the applicant shall submit a site plan to staff indicating the location on the property where towed vehicles will be parked or stored.
2. Unless screened by existing buildings, a six foot high PVC/vinyl privacy fence with a white or earth tone color shall be constructed at the following locations on the property so as to screen towed vehicles parked or stored on the property from view from adjoining properties to the south, west and north:
 - A. Along the north and south property lines but not closer than 110 feet from the edge of the street pavement;

- B. Around the existing fenced in area located on the rear of the property abutting the west property line.
- 3. Any inoperable, dismantled, or damaged vehicle shall be stored or placed behind the required solid PVC/vinyl fence and shall not be located closer than 110 feet from the edge of the street pavement.
- 4. Compliance with local, state and federal laws and regulations.

SECTION 3 – FAILURE TO COMPLY. That failure to comply with any of the conditions or provisions contained in this ordinance shall constitute violations of both this ordinance and the City’s Comprehensive 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 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 7th day of June, 2016.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

Exhibit "A"



Development & Public Affairs Department
 Building Inspections Division
 10000 E. 59th Street
 Raytown, MO 64133
 Office (816) 737-6011 Fax (816) 737-6164

CONDITIONAL USE PERMIT

PERMIT #: 20160318	DATE ISSUED: 3/30/2016
	MUST COMMENCE BY: 3/30/2017
JOB ADDRESS: 6218 ARLINGTON	LOT #: BLK #:
SUBDIVISION:	
OWNER: COMMERCIAL SHOPS & GARAGES LLC	CONTRACTOR: COMMERCIAL SHOPS & GARAGES LLC
ADDRESS: 6218 ARLINGTON AVE STE B	ADDRESS: 6218 ARLINGTON AVE STE B
CITY, STATE ZIP: RAYTOWN MO 64133-3800	CITY, STATE ZIP: RAYTOWN MO 64133-3800
PHONE:	PHONE:
VALUATION: \$ 0 00	
SQ FT: 0 00	
OCCP TYPE:	
CNST TYPE:	
DESCRIPTION OF WORK: CONDITIONAL USE PERMIT TO ALLOW A TOW LOT IN ZONED NC PROPERTY	

FEE CODE	DESCRIPTION	AMOUNT
PZ-07	CONDITIONAL USE PERMIT	\$ 250.00
TOTAL		\$ 250 00

Inspection Information

1. All inspections require one working day (24 hours) advance notice.
2. Inspections must be scheduled and approved before covering any work.
3. APPROVED PLANS AND SITE PLAN MUST BE ONSITE FOR INSPECTIONS!

This permit is issued in reliance upon information submitted by the applicant. The Building Official may suspend or revoke a permit whenever the permit is issued in error, on the basis of incorrect information supplied, or in violation of the adopted code, city ordinance or regulations. This permit shall become null and void if the work authorized by this permit is suspended for a period of 180 days or is not commenced within 180 days. Approval of the plans or any inspections of this project shall not be construed as an approval of a violation of the codes or ordinances of the City of Raytown.


03/30/16
 Issued By: _____ Date: _____ Applicant: _____ Date: _____

REC# : 35
R00000

Cit

Development & Public A

Case Number _____
Date Received _____
Map Page _____

911 Building Permi
20160318
COMMERCIAL
6218 ARLINGTON
P2-CUSE
101.42.00.000.42122 MISC
MISC 6.25
4-CC 256.25

CITY OF RAYTOWN
APPLICATION FOR CONDITIONAL USE PERMIT

PART I Background Information

1. This request applies to property at the following address:

6218 Arlington

2. The name(s), address(es), and phone number(s) of the property owners:

Name Address
Commercial Shps & Garages LLC 816
Office 9508 E. 63 St. Raytown, MO
Neal Clevenger, Principal

Cardmember acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth by the cardmember's agreement with the user.

APPLIED
TENDERED
CHANGE

25
256
0.00

3. We, the property owner(s), do hereby appoint the following person as our request:

Name Address Phone/Email Label
DeAndre & LeNique Briscoe - 12419 E 55 Ter Kcmo 816-907-0628

4. The property is currently being used for the following purposes:

Auto shop & storage

5. Zoning classification of the property: C-2 Grand Fathered

6. Specify the use desired for the property: Tow business on rear fenced storage Lot.

7. Please list all existing structures and their heights located on the property:

Structure Height
Garage 18'

8. We, the undersigned, do hereby authorize the submission of this application and associated documents, and do hereby certify that all the information contained therein is true and correct. (Signatures of property owners)

Neal Clevenger

PART II Conditional Use Permit Information

In considering an application for a conditional use permit, the city shall give consideration to the health, safety, morals, comfort and general welfare of the inhabitants of the city, including but not limited to the following factors:

1. The stability and integrity of the various zoning districts;
2. Conservation of property values;
3. Protection against fire and casualties;
4. Observation of general police regulations;
5. Prevention of traffic congestion;
6. Promotion of traffic safety and the orderly parking of motor vehicles;
7. Promotion of the safety of individuals and property;
8. Provision for adequate light and air;
9. Prevention of overcrowding and excessive intensity of land uses;
10. Provision for public utilities and schools;
11. Invasion by inappropriate uses;
12. Value, type and character of existing or authorized improvements and land uses;
13. Encouragement of improvements and land uses in keeping with overall planning; and
14. Provision for orderly and proper renewal, development and growth.

The information provided by the applicant to the following questions is an opportunity to justify approval of a conditional use permit based on the above listed factors.

If the space provided is not adequate, the applicant may attach additional pages. The applicant is also encouraged to submit any other pertinent information, such as photographs, drawings, maps, statistics, legal documents, and letters of support.

A. The proposed conditional use will be in keeping with the character of the neighborhood because:

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

PART II Conditional Use Permit Information

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2. Conservation of property values;
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4. Observation of general police regulations;
5. Prevention of traffic congestion;
6. Promotion of traffic safety and the orderly parking of motor vehicles;
7. Promotion of the safety of individuals and property;
8. Provision for adequate light and air;
9. Prevention of overcrowding and excessive intensity of land uses;
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If the space provided is not adequate, the applicant may attach additional pages. The applicant is also encouraged to submit any other pertinent information, such as photographs, drawings, maps, statistics, legal documents, and letters of support.

A. The proposed conditional use will be in keeping with the character of the neighborhood because:

the property is currently being used to store vehicles being serviced & it will still be used to store vehicles for/as a tow lot.

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

The use of the property will be for the same general use.

C. This property is more suited for the proposed use than its current uses because:

Not applicable

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

NONE

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

The property is currently being used.

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

None

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

Customers, will need to view/retrieve property from their vehicle or the vehicle from the facility & both the facility & utilities are adequate for that purpose.

H. Additional comments:



TRAFFIC IMPACT ANALYSIS POLICY

To ensure fair consideration of each proposed use a traffic impact analysis of the proposed use is required to be submitted unless otherwise waived by the Director of Public Works. The following outlines the two levels of traffic impact analysis information required to be submitted.

Level A:

Any development project requiring a rezoning, Conditional Use Permit, or subdivision must provide a Traffic Impact Study accompanied by the seal of an Engineer currently licensed to practice in the State of Missouri or Kansas. This Study shall:

1. Identify the specific land use types and intensities and the arrangement of buildings, parking, and access to public streets.
2. Identify the functional classification of the public street(s) to be accessed.
3. Document current characteristics of the public street(s) – number of types of lanes, speed limits or 85th percentile speeds, and sight distances from proposed streets and driveways.
4. Compare the proposed access with established design criteria-spacing from other driveways or streets, width of driveway, minimum sight distance, etc.
5. Estimate the number of vehicle trips that the development will generate. The common source is the Trip Generation manual published by the Institute of Transportation Engineers.

Any project anticipated to generate more than 100 PM peak hour trips must also provide the following items, accompanied by the seal of a Traffic Engineer currently licensed to practice in the State of Missouri or Kansas.

Level B:

1. Document current peak hour traffic volumes at proposed access locations.
2. Distribute and assign the development traffic volumes through the site access and on the public street(s).
3. Conduct volume/capacity analyses at site driveways and key intersections to determine the projected level of service.
4. Compare existing plus development traffic conditions with established guidelines and policies for acceptable levels of service and turn lanes.
5. Identify geometric and/or traffic control improvements to mitigate deficiencies and/or comply with established policies.
6. Prepare a report outlining the findings and conclusions of the study, including exhibits illustrating the site plan, traffic volumes, and existing street conditions.

Form updated 02/05/2014

These reports shall be submitted to the Development and Public Affairs Department with the project application.



Official Tax Payment Receipt

Receipt No.: 9410765 Date and Time: 12/15/2015 08:25 Print Date: 3/15/2016 10:36:04 AM

Receipt Details

Parcel No.	Tax Year	TCA/District	Amount Applied	Unpaid Balance Amount*	Description
45-210-08-27-00-0-00-000	2015	022	3,065.66	0.00	A/V Principal- Commercial
	2015	REPL	482.83	0.00	Replacement Tax

Payer Name and Address Information

Name	Address	Tender Type	Amount Applied
COMMERICAL SHOPS & GARAGES LLC	9508 E 63RD, RAYTOWN, MO 64133	Personal Check	3,548.49

Owner Name and Address Information

Parcel No.	Name	Address	Since	To
45-210-08-27-00-0-00-000	COMMERICAL SHOPS & GARAGES LLC	9508 E 63RD, RAYTOWN, MO 64133 UNITED STATES	08/26/2009	Current

Distribution to Districts

Parcel No.	Tax Year	Agency	Amount
45-210-08-27-00-0-00-000	2015	BOARD OF DISABLED SERVICES	24.7968
	2015	CITY - RAYTOWN	177.9118
	2015	FIRE DISTRICT - RAYTOWN	338.1500
	2015	JACKSON COUNTY	166.5214
	2015	MENTAL HEALTH	40.2528
	2015	METRO JUNIOR COLLEGE	78.7247
	2015	MID-CONTINENT LIBRARY	105.7055
	2015	RAYTOWN SCHOOL C-II	2123.5172
	2015	REPLACEMENT TAX	482.8300
	2015	STATE BLIND PENSION	10.0800

Real Estate Legal Descriptions

Parcel No.	Legal Line	Line No.
45-210-08-27-00-0-00-000	SECTION 05 TWNSHP 48 RANGE	1
	32 BEG 346.14' N & 25' W OF SECOR SW NE TH S 132' TH	2
	WLY 305' TH N132' TH E 305' TO BEG	3

***Interest, penalties and fees will be assessed on any unpaid balance amount.** The amount of any unpaid balance shown on this receipt is the unpaid balance amount at the time the receipt is run, exclusive of such interest, penalties and fees. Changes in the taxable value may alter your unpaid balance amount.

Failure of this payment to clear your financial institution will void this receipt. A returned item fee and late penalty may be assessed.

Please verify with your financial institution that this payment has cleared.

REMINDER: Occasionally, the parcel number for a real estate parcel changes, due to a parcel segregation or merge. In such a case, a search of the new parcel number may not reflect tax delinquency or a

full tax history concerning that parcel. You may wish to contact us to obtain that information. Or, you may wish to search all relevant parcel numbers of parcels involved in such a segregation or merge. [Click here to begin a search on this website to see if a parcel was involved in a segregation or merge occurring within the past five years and to see a list of parent parcel\(s\) and child parcel\(s\) involved.](#) **NOTE: Information concerning a segregation or merge occurring more than five years prior to the search is not available on this website.**

ATTENTION: This website will close at 11:00 p.m. on December 31.

Taxes paid online after the website reopens in the New Year will accrue interest, penalties and fees.

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Version 1.0.5228.20119



Property Account Summary

Parcel Number	45-210-08-27-00-0-00-000	Property Address	6218 ARLINGTON AVE , RAYTOWN, MO 64133
---------------	--------------------------	------------------	----------------------------------------

General Information

Property Description	SECTION 05 TWNSHP 48 RANGE 32 BEG 346.14' N & 25' W OF SECOR SW NE TH S 132' TH WLY 305' TH N132' TH E 305' TO BEG
Property Category	Land and Improvements
Status	Active, Host Other Property, Locally Assessed
Tax Code Area	022

Property Characteristics

Property Class	3010
----------------	------

Parties

Role	Percent	Name	Address
Taxpayer	100	COMMERICAL SHOPS & GARAGES LLC	9508 E 63RD, RAYTOWN, MO 64133 UNITED STATES
Owner	100	COMMERICAL SHOPS & GARAGES LLC	9508 E 63RD, RAYTOWN, MO 64133 UNITED STATES

Property Values

Value Type	Tax Year 2015	Tax Year 2014	Tax Year 2013	Tax Year 2012	Tax Year 2011
Market Value Total	105,000	105,000	105,000	105,000	105,000
Taxable Value Total	33,600	33,600	33,600	33,600	33,600
Assessed Value Total	33,600	33,600	33,600	33,600	33,600

No Charges are currently due.

No Charge Amounts are currently due for this property. If you believe this is incorrect, please contact the Taxpayer Services Unit at (816) 881-3232(816) 881-3232.

NOTICE: Telephones are staffed during regular business hours (8am to 5pm, Monday through Friday, excluding holidays observed by Jackson County).

Distribution of Current Taxes

District	Amount
BOARD OF DISABLED SERVICES	24.800000
CITY - RAYTOWN	177.910000
FIRE DISTRICT - RAYTOWN	338.150000
JACKSON COUNTY	166.520000
MENTAL HEALTH	40.250000
METRO JUNIOR COLLEGE	78.720000
MID-CONTINENT LIBRARY	105.710000
RAYTOWN SCHOOL C-II	2,123.520000
STATE BLIND PENSION	10.080000
REPLACEMENT TAX	482.830000

Receipts

Date	Receipt No.	Amount Applied	Amount Due	Tendered	Change
12/15/2015 08:25	9410765	3,548.49	3,548.49	3,548.49	0.00
12/31/2014 14:22	8989592	3,574.37	3,574.37	3,574.37	0.00

12/31/2013 09:51	8406360	3,576.45	3,576.45	3,576.45	0.00
12/31/2012 15:27	7857115	3,572.42	3,572.42	3,572.42	0.00
01/04/2012 10:41	7331755	3,570.33	3,570.33	3,570.33	0.00

REMINDER: Occasionally, the parcel number for a real estate parcel changes, due to a parcel segregation or merge. In such a case, a search of the new parcel number may not reflect tax delinquency or a full tax history concerning that parcel. You may wish to contact us to obtain that information. Or, you may wish to search all relevant parcel numbers of parcels involved in such a segregation or merge. [Click here to begin a search on this website to see if a parcel was involved in a segregation or merge occurring within the past five years and to see a list of parent parcel\(s\) and child parcel\(s\) involved.](#) **NOTE: Information concerning a segregation or merge occurring more than five years prior to the search is not available on this website.**

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Version 1.0.5228.20119

1351763

In 390982-1

I 880P1650

TRUSTEES' DEED

THIS INDENTURE, made this 19th day of September, 1978, by and between Anna M. Robinson and John W. Reed, in their capacity as Trustees under the Revocable Living Trust Agreement dated February 18, 1970, James Luther Robinson, Grantor, hereinafter referred to as "Grantors," and Neal S. Clevenger and Mitsue I. Clevenger, husband and wife, hereinafter referred to as "Grantees," whose mailing address is 9508 E. 63rd St. Raytown, Missouri. 64133.

WITNESSETH:

That the said Grantors, in consideration of the sum of Sixty-five Thousand Nine Hundred Sixteen and 00/100 Dollars (\$65,916.00) to them paid by the said Grantees, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL AND CONVEY unto the said Grantees, their heirs and assigns, that real property hereinafter described lying, being and situate in the County of Jackson, State of Missouri, to-wit:

All that part of the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 5, Township 48, Range 32, in Raytown, Jackson County, Missouri, described as follows: Commencing at a point on the East line of the Southwest 1/4 of the Northeast 1/4 of said Section 5, which said point is 112.14 feet North of the Southeast corner of said 1/4 1/4 section; thence Westerly parallel with North line of the last mentioned 1/4 1/4 section 25 feet to the true point of beginning of the tract of land herein described, which said point is also the Southeast corner of the tract described in the deed filed February 14, 1974, in the Office of the Recorder of Deeds for Jackson County, Missouri, for Independence, as Recorder's Document No. I-174553, in Book I-499, page 214 (hereinafter referred to as "The Reese Tract") thence Southerly and parallel with the East line of said 1/4 1/4 section and parallel with the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 5 a distance of 257.25 feet to the centerline of Blue Ridge Boulevard as now established; thence Westerly along said centerline a distance of 101.66 feet to a point on the Southerly prolongation of the East line of the tract described in the deed filed in the Office of the Recorder of Deeds

99-5-48-32

I 880P1651

for Jackson County, Missouri, as Recorder's Document No. 821357, in Book 1652, at page 522, (hereinafter referred to as "The Herndon Tract") thence North along the Southerly prolongation of the East line of the Herndon Tract and continuing North along the East line of the Herndon Tract a distance of 257.25 feet to the Southwest corner of Reese Tract, thence Easterly along the South line of the Reese Tract to the point of beginning.

Subject, however, to all easements; to all rights-of-way for public thoroughfares; to all recorded restrictions, homes association declarations, community contracts, covenants and reservations affecting title to said real property; to all encroachments, if any; to all applicable zoning laws; and to all general taxes and special assessments which are a lien upon said real property.

which real property is hereinafter referred to as "the Premises."

This deed is made and given by the undersigned as Trustees under the Revocable Living Trust Agreement dated February 18, 1970, between James Luther Robinson, as Donor and the undersigned as Trustees, pursuant to the power of sale contained in Article VI of said Trust Agreement. Grantors state that said Trust Agreement dated February 18, 1970, is presently in full force and effect and the same has not been amended or revoked at any time from its inception on February 18, 1970 through the date hereof, and that James Luther Robinson, Donor, died on May 22, 1974, and therefore no written approval of said Donor to this sale and conveyance is necessary.

TO HAVE AND TO HOLD the Premises aforesaid, together with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or any wise appertaining, unto the said Grantees and unto their heirs and assigns forever; the said Grantors in their capacity as Trustees hereby covenanting that the said Premises are free and clear from any encumbrance done or suffered by them, except as hereinabove provided; and that they will warrant and defend the title to said Premises unto the said Grantees and unto their heirs and assigns forever against all lawful claims and demands not herein excepted of any persons claiming by, through or under them in their capacity as Trustees, but not otherwise.

I 880P1652

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands the day and year first above written.

John W. Reed

John W. Reed

Anna M. Robinson

Anna M. Robinson

In Their Capacity as Trustees under the Revocable Living Trust dated February 18, 1970

STATE OF Michigan)
COUNTY OF Washtenaw) ss.

On this 19th day of September, 1978, before me, a Notary Public, personally appeared John W. Reed to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed as Trustee of The Revocable Living Trust Agreement dated February 18, 1970.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Helen L. Betts

HELEN L. BETTS

Notary Public, Washtenaw County, Mich.
Notary Public 10-14-78

(The Notary Public must type, print or stamp the Notary's name immediately below the Notary's signature.)

My commission expires:
HELEN L. BETTS
Notary Public, Washtenaw County, Mich.
My Commission Expires 10-14-78

STATE OF Missouri)
COUNTY OF Jackson) ss.

On this 19th day of September, 1978, before me, a Notary Public, personally appeared Anna M. Robinson to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed as Trustee of The Revocable Living Trust Agreement dated February 18, 1970.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

S. Kay Draper

S. Kay Draper, Notary Public

State of Missouri, County of Jackson
Notary Public

(The Notary Public must type, print or stamp the Notary's name immediately below the Notary's signature.)

My commission expires:
My Commission Expires March 2, 1982



I 880P1653

MISSOURI COMMISSION EXCHANGE SERVICE

MISSOURI COMMISSION EXCHANGE SERVICE

To Desk

1351763

STATE OF MISSOURI) SS
JACKSON COUNTY)
I CERTIFY INSTRUMENT RECEIVED

1978 OCT 2 AM 10 11 6

I 880P1650

CAROL ANN BESTOR
DIRECTOR OF RECORDS

1.40
11.00

12.00

Mail to:
Spradley, Morrison, Wirken
& Readey
2nd Floor
1009 Baltimore
Kansas City, Mo. 64105
ATTN: Ronald C. Spradley

CHICAGO TITLE INS. CO.

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
08/26/2009 03:48:50 PM

INSTRUMENT TYPE: WD FEE: \$24.00 2 Pages



INSTRUMENT NUMBER/BOOK & PAGE:

2009E0086107



ROBERT T. KELLY, DIRECTOR, RECORDER OF DEEDS

MISSOURI WARRANTY DEED

This Indenture, Made on the 26th day of August A.D., Two Thousand Nine by and between Neal S. Clevenger and Mitsue I. Clevenger, husband and wife, of the County of Jackson, State of Missouri, parties of the first part, and Commercial Shops & Garages, LLC, a Missouri limited liability company located in the County of Jackson, State of Missouri, party of the second part, (Mailing address of said first named grantee is 9508 E. 63rd Street, Raytown, Missouri 64133).

WITNESSETH: THAT THE SAID PARTIES OF THE FIRST PART, in consideration of the sum of Ten Dollars and other valuable consideration to be paid by said party of the second part (the receipt of which is hereby acknowledged), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part, the following described lots, tracts or parcels of land lying, being and situated in the County of Jackson and State of Missouri, to-wit:

All that part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 5, Township 48, Range 32, in Raytown, Jackson County, Missouri, described as follows:

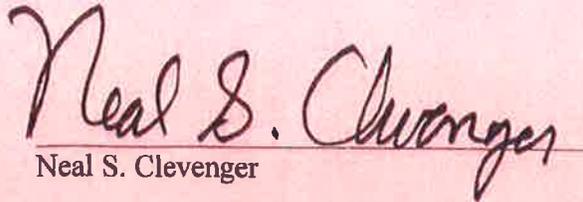
Beginning at a point on the East line of said $\frac{1}{4}$ $\frac{1}{4}$ section 214.14 feet North of the Southeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence West parallel to the North line of said $\frac{1}{4}$ $\frac{1}{4}$ section 330 feet; thence North parallel to the East line of said $\frac{1}{4}$ $\frac{1}{4}$ section 132 feet; thence East 300 feet to a point on the East line of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence South along said East line 132 feet to the place of beginning, except the East 25 feet thereof in Davenport Road.

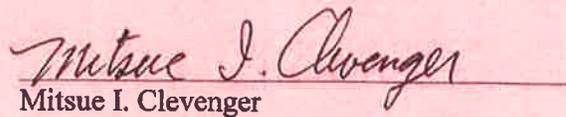
Subject to easements, restrictions, reservations and covenants of record, if any.

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party of the second part and unto the assigns of such party of the second part forever; the said parties hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by them or those under whom they claim; and that they will

warrant and defend the title to the said premises unto the said party of the second part and unto the assigns of such party, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year above written.


Neal S. Clevenger


Mitsue I. Clevenger

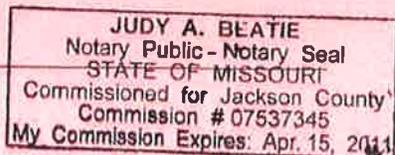
STATE OF MISSOURI)
)ss.
COUNTY OF JACKSON)

On this 26th day of August, 2009, before me, a Notary Public, personally appeared Neal S. Clevenger and Mitsue I. Clevenger his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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


Notary Public in and for said
County and State

My Commission Expires:



REAL PROPERTY CERTIFICATE OF VALUE - JACKSON COUNTY, MISSOURI

(REQUIRED TO BE FILED WITH DEED AT TIME OF RECORDING)

Please type or print all information. This form must be filed with the deed.

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

08/26/2009 03:48:50 PM

SEP 10 2009

INSTRUMENT TYPE: WD FEE: \$29.00 2 Pages



INSTRUMENT NUMBER/BOOK & PAGE:

2009E0086107

ROBERT T. KELLY, DIRECTOR, RECORDER OF DEEDS

Grantor's (Seller) Name: Neal S. Clevenger
+ Mitsue I. Clevenger

Grantee's (Buyer) Name: Commercial
Shops + Garages, LLC

Address of Property: 6218 Arlington Ave,
Raytown, MO 64133

Grantee's address, if different from above: 9508
E. 63rd St, Raytown, MO 64133

Parcel ID Number: 45-216-08-27



**FOR OFFICE USE ONLY
DO NOT WRITE IN THIS SPACE**

- Is this newly constructed residential property? YES Date occupied: ___/___/___ NO
- Is this vacant land? YES NO
- Intended use of property: Present Use Renovation New Development / Construction Other
- Check if the transaction transfers property in any of the following ways:

<input type="checkbox"/> sale for delinquent taxes	<input type="checkbox"/> by deed pursuant to merger, consolidation, sale or transfer of substantially all of the assets of a corporation.
<input type="checkbox"/> sale of cemetery lot	<input checked="" type="checkbox"/> by deed as a part of the contribution to the capital of a corporation, partnership, limited liability company, or other similar entity.
<input type="checkbox"/> lease or transfer of severed mineral interests	<input type="checkbox"/> by deed executed by personal representative to convey to devisees or heirs property passing by testate or intestate succession
<input type="checkbox"/> by order of any court	<input type="checkbox"/> by deed which conveys property held in name of any partnership, not a family, to any partner or his or her spouse.
<input type="checkbox"/> by executory contract for deed	<input type="checkbox"/> by deed which is a gift of property.
<input type="checkbox"/> by lease or easement	<input type="checkbox"/> by deed between family members, or to or from a family corporation, partnership, or trust for the benefit of a family member, for no consideration.
<input type="checkbox"/> to or from the United States, the State of Missouri, or any agency, or political subdivision thereof.	
<input type="checkbox"/> for purpose of confirming, correcting, modifying, or supplementing a previously recorded deed, without additional consideration	
<input type="checkbox"/> solely for the purpose of releasing security for a debt or other obligation	
<input type="checkbox"/> by deed of partition	
<input type="checkbox"/> by deed where no money or other valuable consideration is given for the transfer.	

IF ANY OF THE ABOVE ITEMS IN THE SHADED BOX ARE CHECKED, PLEASE PROCEED TO #11 BELOW

- Total Sales Price (including all assumed mortgages and liens): \$ _____
Points were paid by: SELLER BUYER NONE
- Was there new financing? YES NO Did financing concessions affect sales price? YES NO
- Is this deed part of a trade? YES NO
- Was any personal property included in the sale price? (For example: furniture, equipment, machinery, livestock, crops, business franchise or inventory... etc.) YES NO
Please describe: _____
- Was this transaction at arm's length? YES NO
(An arm's length transaction is one between unrelated parties under no duress.)
- If you believe this transaction does not represent market value, please attach any additional information that you want the county assessor to consider.
- I certify, under penalties of law, that this statement has been examined by me and, to the best of my knowledge and belief, is a true, correct and complete statement.

ANY PERSON WHO FAILS TO FILE A COMPLETED CERTIFICATE OF VALUE WHEN REQUIRED BY LAW, OR WHO KNOWINGLY FILES A FALSE CERTIFICATE, MAY BE PUNISHED BY A FINE OF UP TO \$1,000.

For assistance in filing this form,
Call the Assessor's Office at (816) 881-3530
415 E. 12th St., Suite 100M
Kansas City, MO 64106-2752

8/31/09
Date

[Signature]
Signature of Grantee/Representative
Janet Blauvelt, Attorney
Print Name and Position

MINUTES
CITY OF RAYTOWN
PLANNING AND ZONING COMMISSION MEETING

May 12, 2016
Raytown City Hall
Board of Aldermen Chambers
10000 East 59th Street
Raytown, Missouri 64133

7:00 pm

- 1. Welcome by Chairperson** – Mr. Wilson welcomed all to the Public Meeting
- 2. Call meeting to order and Roll Call.**

Wilson:	Present	Jimenez:	Present	Stock:	Absent
Bettis:	Absent	Robinson:	Absent	Lightfoot:	Present
Hartwell:	Absent	Dwight:	Present	Meyers:	Present

Also Present: John Benson, Director of Development and Public Affairs, George Kapke, City Attorney, and Scott Peterson, Permit Technician.

- 3. Approval of minutes – April 7, 2016 meeting**

- a. Revisions - None
- b. Motion - Mr. Meyers motioned to approve the minutes as submitted
- c. Second - Mr. Lightfoot seconded Mr. Meyers motion to approve
- d. Additional Board Discussion - None
- e. Vote – Motion passed unanimously 5-0

- 4. Old Business – None**

- 5. New Business:**

A. Application: Application for conditional use permit for a fueling station at 6709 Raytown Road in Raytown, MO.

Case No.: PZ-2016-006

Applicant: Aim Investments, LLC

1. Introduction of Application – Mr. Wilson introduced PZ-2016-006 to the Board
2. Open Public Hearing – Mr. Wilson opened the public hearing
3. Explain Procedure for a Public Hearing and swear-in speakers
Mr. Kapke swore in those wishing to speak on behalf of the application
4. Enter Additional Relevant City Exhibits into the Record:
 - a. Conditional Use Permit Application submitted by applicant
 - b. Publication of Notice of Public Hearing in Daily Record Newspaper.
 - c. Public Hearing Notices mailed to property owners within 185-feet of subject property

- d. City of Raytown Zoning Ordinance, as amended
 - e. City of Raytown Comprehensive Plan
 - f. Staff Report on application for May 12, 2016 Planning & Zoning Commission meeting
5. Explanation of any exparte' communication from Commission members regarding the application. - None
 6. Introduction of Application by Staff
Mr. Benson introduced the application to the board.
 7. Presentation of Application by Applicant
Jim. Sullivan, with Sullivan Palmer Architects at 8621 Johnson Drive in Merriam Kansas, architect of behalf of the applicant, presented the application to the board.

There was discussion by the board on the project. Asked if they agreed with all the staff recommendation,

Mr. Sullivan stated they were.

There was additional discussion regarding the gas station, building and sidewalk.
 8. Request for Public Comment
Larry Reed owns the Advanced Eye Care Building asked about the hours of operation for this business.

Applicant stated the hours would be from 5 am until midnight and 5 to 1am on the weekends.
 9. Additional Comment from Applicant, Additional Comment from Applicant, if necessary - None
 10. Additional Staff Comments and Recommendation
Mr. Benson added some additional information on the traffic study. Staff is recommending approval of this application with staff recommendations.
 11. Board Discussion
Additional discussion by the board about the sidewalk and the gas pumps and the paving of the site.
 12. Close Public Hearing – Mr. Wilson closed the Public Hearing.
 13. Board Decision to Approve, Conditionally Approve or Deny the Application.
 - a. Motion- Mr. Lightfoot moved to approve this application including staff recommendations and also including the sidewalk recommendation to be included on 67th street.
 - b. Second- Mr. Meyer seconded Mr. Lightfoots recommendation as submitted
 - c. Additional Board Discussion - None
 - d. Vote – Motion passed unanimously 5-0

B. Application: Application for Final Plat for Vishnani Subdivision for property located at 6709 Raytown Road in Raytown, MO.

Case No.: PZ-2016-0009

Applicant: Aim Investments, LLC

1. Introduction of application.

Mr. Wilson introduced application PZ-2016-0009 to the board.

2. Explanation of any exparte' communication from Commission members regarding the application. - None
3. Introduction of application by staff.

Mr. Benson referred to Mr. Scott Peterson to present this application to the board. Mr. Peterson stated that he would like to make a correction the applicant is actually Mr. Vishnani and presented the application to the board.

4. Presentation by applicant. - None
5. Board Discussion. - None
6. Board Decision to Approve, Conditionally Approve or Deny the Application.
 - a. Motion – Mr. Lightfoot made a motion to approve the application as submitted
 - b. Second – Mr. Jimenez seconded the motion to approve
 - c. Additional Board Discussion - none
 - d. Vote – Motion passed unanimously 5-0

C. Application: Application for a conditional use permit for a tow lot on property located at 6218 Arlington Avenue, Suite B in Raytown, MO.

Case No.: PZ-2016-007

Applicant: DeAndre & Leunique Briscoe on behalf of Commercial Shops & Garages, LLC

1. Introduction of Application by Mr. Wilson
2. Open Public Hearing – Mr. Wilson opened the public hearing.
3. Explain Procedure for a Public Hearing and swear-in speakers
4. Enter Additional Relevant City Exhibits into the Record:
 - a. Conditional Use Permit Application submitted by applicant
 - b. Publication of Notice of Public Hearing in Daily Record Newspaper.
 - c. Public Hearing Notices mailed to property owners within 185-feet of subject property
 - d. City of Raytown Zoning Ordinance, as amended
 - e. City of Raytown Comprehensive Plan
 - f. Staff Report on application for May 12, 2016 Planning & Zoning Commission meeting

5. Explanation of any exparte' communication from Commission members regarding the application. - None

6. Introduction of Application by Staff

Mr. Benson introduced application PZ-2016-007 to the board.

7. Presentation of Application by Applicant

DeAndre Briscoe, East 55th Terrace, Kansas City, Mo. Mr. Briscoe explained the application to the board and stated that to run a tow lot in Raytown he had to have a business location in Raytown

There was board discussion if Mr. Briscoe agreed with all the staff recommendations and the fencing recommendations.

Mr. Briscoe stated that he did.

8. Request for Public Comment - None
9. Additional Comment from Applicant, Additional Comment from Applicant, if necessary

10. Additional Staff Comments and Recommendation

Mr. Benson discussed the surrounding buildings and what they were used for. The property will be inspected by the City before opening. The traffic study was waived by the Public Works Department as we do not see any traffic issues. Staff is recommending approval with the conditions provided.

11. Board Discussion

There was discussion about the number of vehicles that would be stored there. The fence was also discussed and changes will be made if he changes his mind in the future

12. Close Public Hearing- Mr. Wilson closed the public hearing

13. Board Decision to Approve, Conditionally Approve or Deny the Application.

- a. Motion – Mr. Meyers made a recommendation and conditions that have been identified by staff and amendments made tonight at this meeting.
- b. Second – Mr. Jimenez seconded Mr. Meyers motion
- c. Additional Board Discussion - None
- d. Vote-

D. Application: Application for a conditional use permit for a vehicle sales business on property located at 9601 & 9617 E. Highway 350 in Raytown, MO.

Case No.: PZ-2016-008

Applicant: Dick Smith Ford, Inc.

1. Introduction of Application by Mr. Wilson
2. Open Public Hearing – Mr. Wilson opened the public hearing
3. Explain Procedure for a Public Hearing and swear-in speakers
4. Enter Additional Relevant City Exhibits into the Record:
 - a. Conditional Use Permit Application submitted by applicant
 - b. Publication of Notice of Public Hearing in Daily Record Newspaper.
 - c. Public Hearing Notices mailed to property owners within 185-feet of subject property
 - d. City of Raytown Zoning Ordinance, as amended
 - e. City of Raytown Comprehensive Plan
 - f. Staff Report on application for May 12, 2016 Planning & Zoning Commission meeting

5. Explanation of any exparte' communication from Commission members regarding the application. - None

6. Introduction of Application by Staff

Mr. Benson introduced the application for Dick Smith Ford – PZ-2016-008

7. Presentation of Application by Applicant

I am Jeff Bethel I am here representing Dick Smith Ford I am part owner of the business. He explained that they purchased the property on January 4th 2016. They are hoping for more opportunity for the dealership and to make 350 Highway more appealing to the public and 350 Highway. The used vehicle lot will stay where it is now and this lot will be for only new cars coming in with this expansion.

Mr. Jimenez asked what the future for this site.

Mr. Bethel stated no they are only using it at this time for the new car arrivals.

Mr. Jimenez asked if he agreed with staff recommendations.

- Mr. Bethel asked if the sidewalk would be ok and they would have additional lighting, The plan is just for storage of new vehicles.
8. Request for Public Comment - None
 9. Additional Comment from Applicant, Additional Comment from Applicant, if necessary
None
 10. Additional Staff Comments and Recommendation
None
 11. Board Discussion
No Board discussion
 12. Close Public Hearing
Mr. Wilson closed the public hearing.
 13. Board Decision to Approve, Conditionally Approve or Deny the Application.
 - a. Motion
Mr. Jimenez made a motion to approve on staff recommendation except for modifying staff recommendation of condition 5 and number 6 and strike number 7.
 - b. Second
Mr. Lightfoot seconded the motion
 - c. Additional Board Discussion
 - d. Vote
Motion Carried 5-0

E. Application: Application to rezone property at 6812 & 6816 Hunter Street in Raytown, MO from Highway Corridor Commercial (HC) to Low Density Residential (R-1)

Case No.: PZ-2016-10
Applicant: James Sawyer

1. Introduction of Application by Chair- Mr. Wilson introduced PZ-2016-10
2. Open Public Hearing
Mr. Wilson opened the Public Hearing
3. Explain Procedure for a Public Hearing and swear-in speakers
4. Enter Additional Relevant City Exhibits into the Record:
 - a. Rezoning Application submitted by applicant
 - b. Publication of Notice of Public Hearing in Daily Record Newspaper.
 - c. Public Hearing Notices mailed to property owners within 185-feet of subject property
 - d. City of Raytown Zoning Ordinance, as amended
 - e. City of Raytown Comprehensive Plan
 - f. Staff Report on application for May 12, 2016 Planning & Zoning Commission meeting
5. Explanation of any exparte' communication from Commission members regarding the application. None
6. Introduction of Application by Staff

Mr. Peterson introduced application PZ-2016-10 to the board.

7. Presentation of Application by Applicant

Vickie Dunham introduced herself to the board. She is trustee for this property. It has been rental property for several years. We have renters that want to purchase the homes.

Mr. Benson stated that is the reason to rezoning which will bring the two homes into the R-1 compliance.

9. Additional Comment from Applicant, Additional Comment from Applicant, if necessary

None

10. Additional Staff Comments and Recommendation

We can work with you on aerial photo to show that.

11. Board Discussion - None

12. Close Public Hearing- Mr. Wilson closed the public hearing.

13. Board Decision to Approve, Conditionally Approve or Deny the Application.

a. Motion

Mr. Meyer made a motion to approve this application

b. Second

Mr. Jimenez made a second to Mr. Meyers motion

c. Additional Board Discussion - None

d. Vote

Motion carried 5-0

6. Other Business

7. Planning Projects Report

8. Set Future Meeting Date – June 2, 2016

9. Adjourn

Meeting adjourned 5-0

**CITY OF RAYTOWN
Request for Board Action**

Date: June 2, 2016

Bill No. 6412-16

To: Mayor and Board of Aldermen

Section No.: XIII

From: John Benson, Director of Development & Public Affairs

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____

Action Requested: Conduct a public hearing to consider a Conditional Use Permit application for a vehicle fueling station located at 6709 Raytown Road.

Recommendation: The Planning & Zoning Commission, by a vote of 5 in favor and 0 against, is recommending approval of the application subject to the following conditions:

1. The trash enclosure shall be rotated so that the gates and opening face the parking lot and not the street in order to enable a trash truck more direct access to the trash container.
2. The exterior appearance of the trash enclosure shall match the exterior appearance of the building addition.
3. Landscaping consisting of shrubs need to be planted along the south and east sides of the trash enclosure to help screen it. As a result, the curb line of the parking lot adjacent to the trash enclosure is to be changed so that the curb line on the east side of the parking lot aligns with the opening of the trash enclosure, rather than with the back of the trash enclosure.
4. The type and size of the shrubs at the time of planting need to be submitted for review and approval by staff to ensure compliance with the City's adopted landscape standards.
5. The parking space located near the monument sign shall be removed.
6. Building elevation drawings for the existing building, the proposed building addition and proposed canopy shall be submitted for staff review and approval.
7. The exterior material of the building addition shall be indicated and shall match the exterior material and color of the remainder of the building.
8. A sidewalk conforming with adopted City standards shall be constructed / provided along both Raytown Road and 67th Street.

Analysis: James Sullivan with Sullivan Palmer Architects on behalf of the property owner, Aim Investments, LLC, is seeking approval of a conditional use permit application that proposes to allow a vehicle fueling station at 6709 Raytown Road, which is on the northeast corner of Raytown Road and 67th Street. The property is zoned Neighborhood Commercial (NC).

The applicant is seeking the conditional use permit as they want to tear down the existing building at 6709 Raytown Road and install gas pumps and construct a canopy on the property. The applicant also owns the adjoining property to the east of the subject property. The existing building on the abutting property to the east would be remodeled into the convenience store building.

Alternatives: Alternatives to the recommendation of the Planning & Zoning Commission would be to:

1. Deny the conditional use permit application; or
2. Refer the application back to the Planning & Zoning Commission for reconsideration or further review.

Budgetary Impact: This application does not require the city to provide any funding.

Additional Reports Attached:

- Staff Report on this application for the May 12, 2016 Planning & Zoning Commission meeting
- Conditional Use Permit Application submitted by applicant
- Minutes on this application for the May 12, 2016 Planning & Zoning Commission meeting

STAFF REPORT

To: THE CITY OF RAYTOWN PLANNING AND ZONING COMMISSION
From: THE COMMUNITY DEVELOPMENT DEPARTMENT
Date: May 12, 2016
Subject: Agenda Item No. 5. A: Application for conditional use permit for a fueling station at 6709 Raytown Road.

Background Information:

James Sullivan with Sullivan Palmer Architects on behalf of Aim Investments, LLC, is seeking approval of a conditional use permit application that proposes to allow a vehicle fueling station at 6709 Raytown Road, which is on the northeast corner of Raytown Road and 67th Street. The subject property is owned by Aim Investments, LLC.

The applicant is seeking the conditional use permit as they want to tear down the existing building at 6709 Raytown Road and install gas pumps and construct a canopy on the property. The applicant also owns the adjoining property to the east of the subject property. The existing building on the abutting property to the east would be remodeled into a convenience store. The applicant has submitted a final plan to combine these two lots into one lot, which is agenda item 5.B.



Factors To Be Considered:

In considering any application for a conditional use permit, the Planning Commission shall give consideration to the health, safety, morals, comfort and general welfare of the inhabitants of the city, including but not limited to, the following factors.

1. The stability and integrity of the various zoning districts.
The property to which the conditional use permit application applies is zoned Neighborhood Commercial (HC). The zoning and uses on surrounding properties are more specifically described below:

East: A dental office is located to the east and is zoned Neighborhood Commercial (NC).

West: Raytown Road abuts the west side of the property. Offices are located on the west side of Raytown Road and are zoned Neighborhood Commercial (NC).

South: 67th Street is located along the south side of the property. A commercial property with offices and a restaurant is located on the south side of 67th Street which is zoned Neighborhood Commercial (NC).

North: An office is located on the north side of the subject property which is zoned Neighborhood Commercial (NC). Further north are additional commercial uses which are zoned Neighborhood Commercial (NC).
2. Conservation of property values.
The proposed use, if approved, will occupy a currently vacant property as well as the adjoining property to the east. The property at 6709 Raytown Road was originally developed as a restaurant while the property to the east has previously been used as a dry-cleaner and more recently as a church. Both properties have been vacant for several years.
3. Protection against fire and casualties.
Construction of the gas pumps and canopy will require submittal of construction and engineering plans which will be reviewed by city staff for compliance with the city's adopted construction codes. In addition, prior to occupying the property, the applicant will be required to obtain a Use Permit from the Development and Public Affairs Department. As part of review and approval of the Use Permit, the buildings and property will be inspected by the City's Building Official and Property Code Enforcement Officer as well as by the Fire Marshall from the Raytown Fire Protection District to ensure compliance with the applicable life safety codes contained in the city and fire district's adopted Building and Fire Codes as well as the city's Property Maintenance Code.
4. Observation of general police regulations.
It does not appear that the proposed automotive sales business will violate any general police regulations.
5. Prevention of traffic congestion.
The subject property is located at the intersection of Raytown Road and E 67th Street. As such, it is important to prevent congestion from vehicles entering and exiting the property. To alleviate this concern the three driveways currently along 67th St will be consolidated into one driveway large enough to fit two-way traffic, and will be placed further back from the intersection.
6. Promotion of traffic safety and the orderly parking of motor vehicles.
As stated above, the three driveways along 67th St. will be reduced down to one driveway large enough to allow two-way traffic. This will provide a reduced number of entrances and exits for vehicles, providing fewer opportunities for incidents of vehicles crossing into or out of traffic.

7. Promotion of the safety of individuals and property.
As previously described, if the application is approved, prior to opening for business city code requires that the applicant obtain a Use Permit from the Development and Public Affairs Department. As part of the review and approval of the Use Permit application, the buildings and property will be inspected by the City's Building Official and Property Code Enforcement Officer as well as by the Fire Marshall with the Raytown Fire Protection District to ensure compliance with the applicable life safety codes contained in the city and fire district's adopted building and fire codes.
8. Provision for adequate light and air.
There is a proposed canopy to be built over the fuel pumps as part of the proposed conditional use. This will not have any negative impact on the provision for adequate light and air for any neighboring properties.
9. Prevention of overcrowding and excessive intensity of land uses.
The proposed fuel pumps and canopy will sit on the opposite end of the lot, away from the convenience store. This will provide adequate room for parking and vehicle traffic, in addition to the consolidated driveways which will provide better traffic and congestion control. As such the proposed use will not provide overcrowding or an excessive land use intensity.
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.
There are other fuel stations and convenience stores along Raytown Road of similar size. As such, it does not appear that the proposed use will be an invasion of an inappropriate use if the use and property are in compliance with other city codes and regulations.
12. Value, type and character of existing or authorized improvements and land uses.
The building on the property is proposed to be demolished and replaced with four gas pump islands and canopy. The site will be regraded and landscaping installed along 67th Street and along Raytown Road. The existing building on the property to the east, which will be combined with the subject property will be renovated and expanded into the convenience store building. Additionally, two of the existing driveways on 67th Street will be removed to improve traffic safety and reduce congestion.
13. Encouragement of improvements and land uses in keeping with overall planning.
In addition to the proposed improvements described above, the following modifications to the proposed plans are recommended by staff:
 - a. The trash enclosure should be rotated so that the gates and opening face the parking lot and not the street in order to enable a trash truck more direct access to the trash container.
 - b. The exterior appearance of the trash enclosure should match the exterior material and color of the building addition.
 - c. Landscaping consisting of shrubs need to be planted along the south and east sides of the trash enclosure to help screen it. As a result, the curb line of the parking lot adjacent to the trash enclosure needs to be changed so that the curb line on the east side of the parking lot aligns with the opening of the trash enclosure, rather than with the back of the trash enclosure.
 - d. The type and size of the shrubs at the time of planting need to be submitted to for review and approval by staff to ensure compliance with the city's adopted landscape standards.
 - e. The parking space located near the monument sign should be removed as it will interfere with traffic movement and circulation on the property.

- f. Building elevation drawings for the existing building, the proposed building addition and proposed canopy need to be submitted for review and approval.
 - g. The exterior material of the building addition needs to be indicated and match the exterior material and color of the remainder of the building.
14. Provision for orderly and proper renewal, development and growth.
The proposed use is located in an existing commercial area and, if the application is approved in a manner that is consistent with city codes and regulations, the proposed use will allow continued commercial use of the property while providing for the orderly and proper renewal, redevelopment and growth along Raytown Road.

Staff Recommendation:

It is the recommendation of staff that the conditional use permit application to operate a fueling station at 6709 Raytown Road be approved subject to the following conditions:

1. The trash enclosure shall be rotated so that the gates and opening face the parking lot and not the street in order to enable a trash truck more direct access to the trash container.
2. The exterior appearance of the trash enclosure shall match the exterior appearance of the building addition.
3. Landscaping consisting of shrubs need to be planted along the south and east sides of the trash enclosure to help screen it. As a result, the curb line of the parking lot adjacent to the trash enclosure is to be changed so that the curb line on the east side of the parking lot aligns with the opening of the trash enclosure, rather than with the back of the trash enclosure.
4. The type and size of the shrubs at the time of planting need to be submitted to for review and approval by staff to ensure compliance with the city's adopted landscape standards.
5. The parking space located near the monument sign shall be removed.
6. Building elevation drawings for the existing building, the proposed building addition and proposed canopy shall be submitted for staff review and approval.
7. The exterior material of the building addition shall be indicated and shall match the exterior material and color of the remainder of the building.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT SUBJECT TO CERTAIN CONDITIONS TO ALLOW A FUELING STATION AT 6709 RAYTOWN ROAD IN RAYTOWN, MISSOURI

WHEREAS, application PZ-2016-006, submitted by James Sullivan with Sullivan Palmer Architects on behalf of Aim Investments, LLC, which seeks to allow a vehicle fueling station 6709 Raytown Road in Raytown, Missouri; and

WHEREAS, pursuant to City Code Chapter 50, Article V of the City of Raytown Code of Ordinances, application no. PZ-2016-007, was referred to the Planning & Zoning Commission to hold a public hearing; and

WHEREAS, after due public notice in the manner prescribed by law, the Planning & Zoning Commission held public hearings on said application on May 12, 2016; and

WHEREAS, at the conclusion of said public hearing on May 12, 2016 the Planning & Zoning Commission by a vote of five (5) in favor and zero (0) against rendered a report to the Board of Aldermen recommending that the Conditional Use Permit Application be approved subject to certain conditions; and

WHEREAS, after due public notice in the manner prescribed by law, the Board of Aldermen held public hearings on said application on May 17, 2016 and June 7, 2016; and

WHEREAS, based on all of the information presented the Board of Aldermen finds it is in the best interest of the citizens of the City of Raytown to approve said Conditional Use Permit subject to certain conditions specified herein.

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

SECTION 1 – GRANT OF CONDITIONAL USE PERMIT. That a Conditional Use Permit is hereby granted to allow a vehicle fueling station on property located at 6709 Raytown Road in Raytown, Missouri, as legally described in Exhibit “A”, subject to the conditions set forth in Section 2 herein.

SECTION 2 – CONDITIONS OF APPROVAL AND OPERATION. That the following conditions of approval shall apply and be followed during the duration of the use allowed by this Conditional Use Permit.

1. The trash enclosure should be rotated so that the gates and opening face the parking lot and not the street in order to enable a trash truck more direct access to the trash container.
2. The exterior appearance of the trash enclosure should match the exterior material and color of the building addition.
3. Landscaping consisting of shrubs need to be planted along the south and east sides of the trash enclosure to help screen it. As a result, the curb line of the parking lot adjacent to the trash enclosure needs to be changed so that the curb line on the east side of the parking lot aligns with the opening of the trash enclosure, rather than with the back of the trash enclosure.

- 4. The type and size of the shrubs at the time of planting need to be submitted for review and approval by staff to ensure compliance with the City's adopted landscape standards.
- 5. The parking space located near the monument sign should be removed as it will interfere with traffic movement and circulation on the property.
- 6. Building elevation drawings for the existing building, the proposed building addition and proposed canopy need to be submitted for review and approval.
- 7. The exterior material of the building addition needs to be indicated and match the exterior material and color of the remainder of the building.
- 8. A sidewalk conforming with adopted City standards shall be constructed / provided along both Raytown Road and 67th Street.

SECTION 3 – FAILURE TO COMPLY. That failure to comply with any of the conditions or provisions contained in this ordinance shall constitute violations of both this ordinance and the City's Comprehensive 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 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 7th day of June, 2016.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

Exhibit "A"

Case Number PE-20016-006
Date Received _____
Map Page _____

**CITY OF RAYTOWN
APPLICATION FOR CONDITIONAL USE PERMIT**

PART I Background Information

1. This request applies to property at the following address:

6709 Raytown Rd

2. The name(s), address(es), and phone number(s) of the property owners: (As listed on the deed)

Name	Address	Phone
<u>Aim Investments, LLC</u>	<u>14304 Robinson St., Overland Park, KS 66223</u>	<u>(510) 682-5802</u>
<u>Sameer Vishnani</u>		

3. We, the property owner(s), do hereby appoint the following person as our agent during consideration of our request:

Name	Address	Phone/Email
<u>James Sullivan, Sullivan Palmer Architects</u>	<u>8621 Johnson Dr. Merriam, KS 66202</u>	<u>(913) 888-8540</u>

4. The property is currently being used for the following purposes:

Property is Vacant

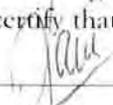
5. Zoning classification of the property Neighborhood Commercial (NC)

6. Specify the use desired for the property: Fueling Station w/ Canopy

7. Please list all existing structures and their heights located on the property:

<u>Structure</u>	<u>Height</u>
<u>West building to be demolished</u>	
<u>East building</u>	<u>40' X 50'</u>

8. We, the undersigned, do hereby authorize the submission of this application and associated documents, and do hereby certify that all the information contained therein is true and correct. (Signatures of property owners)

 _____
SAMEER VISHNANI

PART II Conditional Use Permit Information

In considering an application for a conditional use permit, the city shall give consideration to the health, safety, morals, comfort and general welfare of the inhabitants of the city, including but not limited to the following factors:

1. The stability and integrity of the various zoning districts;
2. Conservation of property values;
3. Protection against fire and casualties;
4. Observation of general police regulations;
5. Prevention of traffic congestion;
6. Promotion of traffic safety and the orderly parking of motor vehicles;
7. Promotion of the safety of individuals and property;
8. Provision for adequate light and air;
9. Prevention of overcrowding and excessive intensity of land uses;
10. Provision for public utilities and schools;
11. Invasion by inappropriate uses;
12. Value, type and character of existing or authorized improvements and land uses;
13. Encouragement of improvements and land uses in keeping with overall planning; and
14. Provision for orderly and proper renewal, development and growth.

The information provided by the applicant to the following questions is an opportunity to justify approval of a conditional use permit based on the above listed factors.

If the space provided is not adequate, the applicant may attach additional pages. The applicant is also encouraged to submit any other pertinent information, such as photographs, drawings, maps, statistics, legal documents, and letters of support.

A. The proposed conditional use will be in keeping with the character of the neighborhood because:

A Convenience Store with fuel is a basic necessity of any neighborhood. It will provide a lot of convenience to the community. It will add to the neighborhood based retail already established along Raytown Road.

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

The proposed uses are a perfect combination and will add to the neighboring strip malls and retail stores. However this type of neighborhood convenience store is currently poorly served in the local community.

C. This property is more suited for the proposed use than its current uses because:

Both the buildings have been vacant for some time now. The building on the east that has been proposed for a convenience store has a history of similar use at some point in the past. Adding fueling station will add to the convenience. Also, there is no gas station for at least 2 miles south on Raytown Road, 2 miles north except for one smaller facility, 1 mile to the east on 67th Street where it merges with Woodson Road and nothing on it either and at least a mile to the west on 67th Street where it is all residential.

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

None whatsoever. Only positive effects.

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

Two years.

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

There has been a lot of time, money and hope invested on this project thus far. A denial will demoralize the entrepreneurship of a small business owner and will cause financial hardship. The property might just sit there vacant for another two years and will not serve any good to anyone as a blight to the neighborhood.

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

Yes, the existing structures on the site are served by 67th Street, a good feeder street, and Raytown Road, have all utilities necessary which currently feed the existing structures and will be adequate for the operation of the new development.

H. Additional comments:

We are really excited and optimistic about completing this project as planned. The proposed use will add value to the other surrounding businesses and will generate revenue to the city as well. I have owned and operated convenience stores since 16 years. At present we have three other successful locations in the Kansas City area. Our vision is to excel in the customer service experience and maintain the property clean.



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
02/12/2015 01:53:50 PM
WD FEE: \$ 24.00 2 Pages

INSTRUMENT NUMBER:
2015E0012230

General Warranty Deed (Individual)

This Deed, made and entered into on February 9, 2015, by and between **Grantor(s)**: Vincent C. Vitale and Rosemary Vitale, husband and wife whose address is 6709 Raytown Road, Raytown, MO 64133 of the County of Jackson, State of MO and **Grantee(s)**: AIM Investments, LLC limited liability company of the County of Jackson, State of KS. **Mailing Address of the Grantee(s)**: 14304 Robinson Street, Overland Park, KS 66223

Witnesseth, that the Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents **Grant, Bargain and Sell, Convey and Confirm** unto the Grantee(s), the following described Real Estate, situated in the County of Jackson and State of Missouri, to-wit:

TRACT I:

A TRACT OF LAND SITUATED IN THE NORTHWEST $\frac{1}{4}$, OF SECTION 9, TOWNSHIP 48, RANGE 32, RAYTOWN, JACKSON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF RAYTOWN ROAD, 60 FEET SOUTH OF THE SOUTHWEST CORNER OF LOT 1, DRAPER'S SUBDIVISION; THENCE CONTINUING SOUTH ALONG SAID RIGHT-OF-WAY A DISTANCE OF 90.08 FEET TO A POINT 40 FEET NORTH OF THE CENTERLINE OF PAVEMENT OF 67TH STREET; THENCE EAST, PARALLEL TO AND 40 FEET NORTH OF SAID CENTERLINE A DISTANCE OF 120 FEET, THENCE NORTH AND PARALLEL TO THE EAST RIGHT-OF-WAY LINE OF RAYTOWN ROAD A DISTANCE OF 62 FEET; THENCE NORTHWESTERLY A DISTANCE OF 35.84 FEET; THENCE WEST, PARALLEL TO AND 60 FEET SOUTH OF THE SOUTH LINE OF LOT 1, DRAPER'S SUBDIVISION, A DISTANCE OF 95 FEET TO THE POINT OF BEGINNING, AND EXCEPT ANY PART THEREOF IN THE RIGHT-OF-WAY CONVEYED TO THE STATE OF MISSOURI, BY THE DEED FILED APRIL 15, 1971, AS DOCUMENT NO. I-82795 IN BOOK I-249 AT PAGE 250.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

To Have and To Hold the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year and thereafter, and special taxes becoming a lien after the date of this deed.

First American Title
400 State Line Rd., Ste. 204
Prairie Village, KS 66208

File No.: 1372421



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
12/22/2015 09:11:59 AM

WD FEE: \$ 27.00 3 Pages

INSTRUMENT NUMBER:
2015E0114353

WARRANTY DEED

THIS INDENTURE, Made this 19th day of December, 2015, by and between

Grantor: Stephen J. Schranz, Jr. AKA Steve Joseph Schranz and Tamara Schranz,
husband and wife

AND

Grantee: AIM Investments, LLC, a Missouri limited liability company
whose mailing address is: 14304 Robinson Street, Overland Park, KS 66223

WITNESSETH: THAT THE SAID GRANTOR, in consideration of the sum of Ten Dollars, the receipt of which is hereby acknowledged does hereby these presents, Grant, Bargain, Sell and Convey unto the said GRANTEE, its successors and assigns, all their undivided interest in and to the following described real estate situated in the County of Jackson and the State of Missouri, to-wit:

See Attached Exhibit "A"

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, NOW OF RECORD.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments an appurtenances thereunto belonging or in any wise appertaining, forever. And said party for their heirs and assigns, does hereby covenant, promise and agree to and with said GRANTEE, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises with the appurtenances that the same are free, clear, discharge and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of what nature or kind whatsoever: and that they will warrant and forever defend the same unto the said GRANTEE, its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

MINUTES
CITY OF RAYTOWN
PLANNING AND ZONING COMMISSION MEETING

May 12, 2016
Raytown City Hall
Board of Aldermen Chambers
10000 East 59th Street
Raytown, Missouri 64133

7:00 pm

- 1. Welcome by Chairperson** – Mr. Wilson welcomed all to the Public Meeting
- 2. Call meeting to order and Roll Call.**

Wilson:	Present	Jimenez:	Present	Stock:	Absent
Bettis:	Absent	Robinson:	Absent	Lightfoot:	Present
Hartwell:	Absent	Dwight:	Present	Meyers:	Present

Also Present: John Benson, Director of Development and Public Affairs, George Kapke, City Attorney, and Scott Peterson, Permit Technician.

- 3. Approval of minutes – April 7, 2016 meeting**

- a. Revisions - None
- b. Motion - Mr. Meyers motioned to approve the minutes as submitted
- c. Second - Mr. Lightfoot seconded Mr. Meyers motion to approve
- d. Additional Board Discussion - None
- e. Vote – Motion passed unanimously 5-0

- 4. Old Business – None**

- 5. New Business:**

A. Application: Application for conditional use permit for a fueling station at 6709 Raytown Road in Raytown, MO.

Case No.: PZ-2016-006

Applicant: Aim Investments, LLC

1. Introduction of Application – Mr. Wilson introduced PZ-2016-006 to the Board
2. Open Public Hearing – Mr. Wilson opened the public hearing
3. Explain Procedure for a Public Hearing and swear-in speakers
Mr. Kapke swore in those wishing to speak on behalf of the application
4. Enter Additional Relevant City Exhibits into the Record:
 - a. Conditional Use Permit Application submitted by applicant
 - b. Publication of Notice of Public Hearing in Daily Record Newspaper.
 - c. Public Hearing Notices mailed to property owners within 185-feet of subject property

- d. City of Raytown Zoning Ordinance, as amended
 - e. City of Raytown Comprehensive Plan
 - f. Staff Report on application for May 12, 2016 Planning & Zoning Commission meeting
5. Explanation of any exparte' communication from Commission members regarding the application. - None
 6. Introduction of Application by Staff
Mr. Benson introduced the application to the board.
 7. Presentation of Application by Applicant
Jim. Sullivan, with Sullivan Palmer Architects at 8621 Johnson Drive in Merriam Kansas, architect of behalf of the applicant, presented the application to the board.

There was discussion by the board on the project. Asked if they agreed with all the staff recommendation,

Mr. Sullivan stated they were.

There was additional discussion regarding the gas station, building and sidewalk.
 8. Request for Public Comment
Larry Reed owns the Advanced Eye Care Building asked about the hours of operation for this business.

Applicant stated the hours would be from 5 am until midnight and 5 to 1am on the weekends.
 9. Additional Comment from Applicant, Additional Comment from Applicant, if necessary - None
 10. Additional Staff Comments and Recommendation
Mr. Benson added some additional information on the traffic study. Staff is recommending approval of this application with staff recommendations.
 11. Board Discussion
Additional discussion by the board about the sidewalk and the gas pumps and the paving of the site.
 12. Close Public Hearing – Mr. Wilson closed the Public Hearing.
 13. Board Decision to Approve, Conditionally Approve or Deny the Application.
 - a. Motion- Mr. Lightfoot moved to approve this application including staff recommendations and also including the sidewalk recommendation to be included on 67th street.
 - b. Second- Mr. Meyer seconded Mr. Lightfoots recommendation as submitted
 - c. Additional Board Discussion - None
 - d. Vote – Motion passed unanimously 5-0

B. Application: Application for Final Plat for Vishnani Subdivision for property located at 6709 Raytown Road in Raytown, MO.

Case No.: PZ-2016-0009

Applicant: Aim Investments, LLC

1. Introduction of application.
Mr. Wilson introduced application PZ-2016-0009 to the board.

2. Explanation of any exparte' communication from Commission members regarding the application. - None
3. Introduction of application by staff.

Mr. Benson referred to Mr. Scott Peterson to present this application to the board. Mr. Peterson stated that he would like to make a correction the applicant is actually Mr. Vishnani and presented the application to the board.

4. Presentation by applicant. - None
5. Board Discussion. - None
6. Board Decision to Approve, Conditionally Approve or Deny the Application.
 - a. Motion – Mr. Lightfoot made a motion to approve the application as submitted
 - b. Second – Mr. Jimenez seconded the motion to approve
 - c. Additional Board Discussion - none
 - d. Vote – Motion passed unanimously 5-0

C. Application: Application for a conditional use permit for a tow lot on property located at 6218 Arlington Avenue, Suite B in Raytown, MO.

Case No.: PZ-2016-007

Applicant: DeAndre & Leunique Briscoe on behalf of Commercial Shops & Garages, LLC

1. Introduction of Application by Mr. Wilson
2. Open Public Hearing – Mr. Wilson opened the public hearing.
3. Explain Procedure for a Public Hearing and swear-in speakers
4. Enter Additional Relevant City Exhibits into the Record:
 - a. Conditional Use Permit Application submitted by applicant
 - b. Publication of Notice of Public Hearing in Daily Record Newspaper.
 - c. Public Hearing Notices mailed to property owners within 185-feet of subject property
 - d. City of Raytown Zoning Ordinance, as amended
 - e. City of Raytown Comprehensive Plan
 - f. Staff Report on application for May 12, 2016 Planning & Zoning Commission meeting

5. Explanation of any exparte' communication from Commission members regarding the application. - None

6. Introduction of Application by Staff

Mr. Benson introduced application PZ-2016-007 to the board.

7. Presentation of Application by Applicant

DeAndre Briscoe, East 55th Terrace, Kansas City, Mo. Mr. Briscoe explained the application to the board and stated that to run a tow lot in Raytown he had to have a business location in Raytown

There was board discussion if Mr. Briscoe agreed with all the staff recommendations and the fencing recommendations.

Mr. Briscoe stated that he did.

8. Request for Public Comment - None
9. Additional Comment from Applicant, Additional Comment from Applicant, if necessary

10. Additional Staff Comments and Recommendation

Mr. Benson discussed the surrounding buildings and what they were used for. The property will be inspected by the City before opening. The traffic study was waived by the Public Works Department as we do not see any traffic issues. Staff is recommending approval with the conditions provided.

11. Board Discussion

There was discussion about the number of vehicles that would be stored there. The fence was also discussed and changes will be made if he changes his mind in the future

12. Close Public Hearing- Mr. Wilson closed the public hearing

13. Board Decision to Approve, Conditionally Approve or Deny the Application.

- a. Motion – Mr. Meyers made a recommendation and conditions that have been identified by staff and amendments made tonight at this meeting.
- b. Second – Mr. Jimenez seconded Mr. Meyers motion
- c. Additional Board Discussion - None
- d. Vote-

D. Application: Application for a conditional use permit for a vehicle sales business on property located at 9601 & 9617 E. Highway 350 in Raytown, MO.

Case No.: PZ-2016-008

Applicant: Dick Smith Ford, Inc.

1. Introduction of Application by Mr. Wilson
2. Open Public Hearing – Mr. Wilson opened the public hearing
3. Explain Procedure for a Public Hearing and swear-in speakers
4. Enter Additional Relevant City Exhibits into the Record:
 - a. Conditional Use Permit Application submitted by applicant
 - b. Publication of Notice of Public Hearing in Daily Record Newspaper.
 - c. Public Hearing Notices mailed to property owners within 185-feet of subject property
 - d. City of Raytown Zoning Ordinance, as amended
 - e. City of Raytown Comprehensive Plan
 - f. Staff Report on application for May 12, 2016 Planning & Zoning Commission meeting

5. Explanation of any exparte' communication from Commission members regarding the application. - None

6. Introduction of Application by Staff

Mr. Benson introduced the application for Dick Smith Ford – PZ-2016-008

7. Presentation of Application by Applicant

I am Jeff Bethel I am here representing Dick Smith Ford I am part owner of the business. He explained that they purchased the property on January 4th 2016. They are hoping for more opportunity for the dealership and to make 350 Highway more appealing to the public and 350 Highway. The used vehicle lot will stay where it is now and this lot will be for only new cars coming in with this expansion.

Mr. Jimenez asked what the future for this site.

Mr. Bethel stated no they are only using it at this time for the new car arrivals.

Mr. Jimenez asked if he agreed with staff recommendations.

- Mr. Bethel asked if the sidewalk would be ok and they would have additional lighting, The plan is just for storage of new vehicles.
8. Request for Public Comment - None
 9. Additional Comment from Applicant, Additional Comment from Applicant, if necessary
None
 10. Additional Staff Comments and Recommendation
None
 11. Board Discussion
No Board discussion
 12. Close Public Hearing
Mr. Wilson closed the public hearing.
 13. Board Decision to Approve, Conditionally Approve or Deny the Application.
 - a. Motion
Mr. Jimenez made a motion to approve on staff recommendation except for modifying staff recommendation of condition 5 and number 6 and strike number 7.
 - b. Second
Mr. Lightfoot seconded the motion
 - c. Additional Board Discussion
 - d. Vote
Motion Carried 5-0

E. Application: Application to rezone property at 6812 & 6816 Hunter Street in Raytown, MO from Highway Corridor Commercial (HC) to Low Density Residential (R-1)

Case No.: PZ-2016-10
Applicant: James Sawyer

1. Introduction of Application by Chair- Mr. Wilson introduced PZ-2016-10
2. Open Public Hearing
Mr. Wilson opened the Public Hearing
3. Explain Procedure for a Public Hearing and swear-in speakers
4. Enter Additional Relevant City Exhibits into the Record:
 - a. Rezoning Application submitted by applicant
 - b. Publication of Notice of Public Hearing in Daily Record Newspaper.
 - c. Public Hearing Notices mailed to property owners within 185-feet of subject property
 - d. City of Raytown Zoning Ordinance, as amended
 - e. City of Raytown Comprehensive Plan
 - f. Staff Report on application for May 12, 2016 Planning & Zoning Commission meeting
5. Explanation of any exparte' communication from Commission members regarding the application. None
6. Introduction of Application by Staff

Mr. Peterson introduced application PZ-2016-10 to the board.

7. Presentation of Application by Applicant

Vickie Dunham introduced herself to the board. She is trustee for this property. It has been rental property for several years. We have renters that want to purchase the homes.

Mr. Benson stated that is the reason to rezoning which will bring the two homes into the R-1 compliance.

9. Additional Comment from Applicant, Additional Comment from Applicant, if necessary

None

10. Additional Staff Comments and Recommendation

We can work with you on aerial photo to show that.

11. Board Discussion - None

12. Close Public Hearing- Mr. Wilson closed the public hearing.

13. Board Decision to Approve, Conditionally Approve or Deny the Application.

a. Motion

Mr. Meyer made a motion to approve this application

b. Second

Mr. Jimenez made a second to Mr. Meyers motion

c. Additional Board Discussion - None

d. Vote

Motion carried 5-0

6. Other Business

7. Planning Projects Report

8. Set Future Meeting Date – June 2, 2016

9. Adjourn

Meeting adjourned 5-0

CITY OF RAYTOWN
Request for Board Action

Date: June 2, 2016

Bill No. 6413-16

To: Mayor and Board of Aldermen

Section No.: XIII

From: John Benson, Director of Development & Public Affairs

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____

Action Requested: Approval of Final Plat of Vishnani Subdivision.

Recommendation: The Planning & Zoning Commission by a vote of five (5) in favor and zero (0) against recommends approval of the Final Plat of Vishnani Subdivision.

Analysis: Sameer Vishnani with Aim Investments, LLC and owner of Cloud 9 Convenience & Liquor, is seeking approval of the Final Plat of Vishnani Subdivision. The final plat proposed to combine three properties located at the northeast corner of E 67th St. and Raytown Road into one lot. The lots contain two existing commercial building, both of which are owned by the applicant. The final plat is proposed as the applicant is seeking to consolidate the properties so that they may demolish the western-most commercial building and install a fueling station with pumps and a canopy. The use of the fueling station and canopy will require a Conditional Use Permit, which is also on the agenda for the May 17, 2016 Board of Aldermen meeting agenda. The existing building on the existing east lot will be renovated and converted into the convenience store building.

Alternatives: Alternatives to the recommendation of the Planning & Zoning Commission would be to either deny the final plat application or refer the application back to the Planning & Zoning Commission for revisions and/or further review.

Budgetary Impact: This application does not require the City to provide any funding.

Not Applicable

Additional Reports Attached:

- Staff Report on this application for the May 12, 2016 Planning & Zoning Commission meeting.
- Final Plat of Vishnani Subdivision
- Application
- Minutes on this application for the May 12, 2016 Planning & Zoning Commission meeting

STAFF REPORT

To: City of Raytown Planning and Zoning Commission

FROM: Development & Public Affairs Department

DATE: May 12, 2016

SUBJECT: AGENDA ITEM No. 5.B: Final Plat of 6709 Raytown Rd (Cloud 9 Convenience & Liquor)

BACKGROUND INFORMATION

Sameer Vishnani with Aim Investments, LLC and owner of Cloud 9 Convenience & Liquor, is seeking approval of the Final Plat of Vishnani Subdivision. The final plat proposed to combine three properties located at the northeast corner of E 67th St. and Raytown Road into one lot. The lots contain two existing commercial building, both of which are owned by the applicant. The final plat is proposed as the applicant is seeking to consolidate the properties so that they may demolish the western-most commercial building and install a fueling station with pumps and a canopy. The use of the fueling station and canopy will require a Conditional Use Permit, which is also on the agenda for the May 17, 2016 Board of Aldermen meeting agenda. The existing building on the existing east lot will be renovated and converted into the convenience store building.



MATTERS TO BE CONSIDERED

1. Conformance to the Subdivision Regulations and other ordinances of the City of Raytown.

The final plat has been reviewed in respect to the final plat content requirements of the City of Raytown Subdivision Regulations as well as the applicable regulations of the Raytown Zoning Ordinance. Based upon this review the final plat has been found to:

- Contain all required information specified by the City of Raytown Subdivision Regulations for final plats;
- Meets the bulk regulations of the Neighborhood Commercial (NC) District; and
- Is in conformity with the proposed Conditional Use Permit Application that was submitted as part of the application for the lot (see agenda item 4.A).

2. Adequacy of public facilities and utilities to serve the proposed development.

Sanitary Sewer System: The city's existing sanitary sewer system is capable of accommodating the sewage from the existing uses on the property. In addition, it is anticipated that the existing sanitary sewer system will be able to accommodate any future expansion of the Cloud 9 Convenience and Liquor facility as the existing facility does not produce a significant amount of waste. In addition, at the time that a final site development plan is submitted an analysis of the sanitary sewer system will be conducted to ensure that the sanitary sewer system can accommodate the future expansion.

Storm Water: The existing storm water system can adequately accommodate the existing uses. At the time that future expansion is proposed an analysis of the city's existing storm sewer system is required to be performed to determine if the city's storm water system will be able to adequately handle the stormwater runoff from the expansion and to determine if a stormwater detention basin needs to be constructed to detain the increased stormwater runoff in accordance with adopted city design standards.

Water: Water currently serves the uses on all of the lots. When future expansion is proposed an analysis of the water supply system will be conducted to determine if there is adequate water volume and water pressure to accommodate the expansion. Cloud 9 Convenience and Liquor will use a relatively small volume of water therefore it is anticipated that the existing water supply system can adequately accommodate any future development. If there is inadequate water volume or pressure improvements to the water system will have to be made as part of the proposed development.

Streets: Raytown Road and 67th Street have both been previously dedicated by separate instruments that are indicated on the final plat. The roadway along Raytown Rd is identified in the final plat to be a fifty (50)-foot wide right-of-way In addition, the roadway along E 67th St. is identified in the final plat to be a forty (40)-foot wide right-of-way.

Utilities: Various utility easements are indicated and proposed to be dedicated which will enable the city and other utility providers to continue to access their respective utilities.

3. Consistency with the approved preliminary plat.

There is not a preliminary plat as the Final Plat is combining existing lots for redevelopment of the property.

4. Consideration of sound land planning principles on the site including lot layout and topography.

The Final Plat of Vishnani Subdivision proposes to consolidate two lots, both of which are owned by the applicant, into one lot. The applicant is seeking to replat these lots so that they can more easily develop a convenience store with fueling stations. Lot 1, which is accessible

from both Raytown Rd and E 67th St., will contain both the existing commercial building on the east end of the lot, as well as a new fueling station with canopies, which will stand where the existing building on the west end of the lot currently sits; the west building is proposed to be demolished as part of the project.

STAFF RECOMMENDATION

Staff recommends approval of the Final Plat of Vishnani Subdivision.

AN ORDINANCE APPROVING THE FINAL PLAT OF VISHNANI SUBDIVISION, A SUBDIVISION IN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI

WHEREAS, Application No. PZ-2016-009, submitted by Aim Investments, LLC seeks approval of the Final Plat of Vishnani Subdivision, a subdivision of the City of Raytown, Jackson County, Missouri, was referred to the Planning & Zoning Commission; and

WHEREAS, the Planning Commission considered the application on May 12, 2016, and by a vote of five (5) in favor and zero (0) against rendered a report to the Board of Aldermen recommending that the final plat be approved; and

WHEREAS, the Board of Aldermen considered the Final Plat of Vishnani Subdivision on May 17, 2016 and on June 7, 2016 and rendered a decision to approve the final plat.

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

SECTION 1 - LEGAL DESCRIPTION. That the Final Plat of Vishnani Subdivision, a subdivision in the City of Raytown, Jackson County, Missouri, a true and correct copy of which is attached hereto and incorporated herein, is hereby approved, replatting the following described property:

(LEGAL DESCRIPTION TO BE INSERTED HERE)

SECTION 2 – DEDICATION OF RIGHT-OF-WAY. That the dedication to the City of Raytown for street right-of-way as shown on the plat, not heretofore dedicated to the public is hereby accepted for the purpose as therein set out.

SECTION 3 – DEDICATION OF EASEMENTS. That the dedication to the City Raytown of an easement or license to locate, construct and maintain or to authorize the location, construction and maintenance and use of conduits for all or any purpose, water, gas, sewer mains, poles and wires or all or any of them, over under and along the strips of land marked "UTILITY EASEMENT" or "U/E is hereby accepted for the purpose as therein set out.

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.

BILL NO. 6413-16

ORDINANCE NO. _____-16

SECTION NO. XIII

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 7th day of June, 2016.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved to as Form:

Joe Willerth, City Attorney

Case Number: _____
Date Received: _____
Fee Paid: \$100.00 + \$3.00 / lot

City of Raytown Application for Final Plat

1. Name, address and phone number of property owner(s):

AIM INVESTMENTS, LLC
SAMEER VISHNANI
14304 ROBINSON STREET
OVERLAND PARK, KANSAS 66223
(510) 682-5802

3. Name, address and phone number of developer(s):

SAME AS OWNER

2. Name, address, phone and fax numbers of engineer(s) or surveyor(s) preparing the plat:

ANDERSON SURVEY COMPANY
ROBERT ANDERSON
203 NW EXECUTIVE WAY
LEE'S SUMMIT, MISSOURI 64063
P (816) 246-5050 F (816) 246-0502

4. Legal description of the land to be subdivided (please attach a deed showing the legal description and the ownership of the tract(s) on a separate sheet).

5. Approximate street address or location:

6709 RAYTOWN RD
RAYTOWN, MISSOURI 64133

6. Name of proposed subdivision:

VISHNANI SUBDIVISION

7. We, the undersigned, do hereby authorize the submittal of this application and associated documents and certify that all the information contained therein is true and correct (signatures of property owners).

 SAMEER VISHNANI

8. Site Characteristics

A. Total acreage of subdivision:

0.473 ACRES

E. Total number of lots:

1

B. Acreage this phase (if applicable):

→

F. Lots this phase (if applicable):

—

C. Current zoning classification:

NC

G. Lot Area

Maximum: _____

D. Proposed zoning classification (if applicable):

Minimum: _____

Average: _____

9. Public Improvements

Public improvements are required for subdivisions of land in Raytown, such as public roadways, sidewalks, water, sanitary sewer, storm sewer, etc. All improvements must be constructed to City standards.

A. Streets:

Classification (local, collector or arterial): _____

Proposed surface material: _____

Length of roadway: _____

Maximum grade: _____



How will the configuration of streets in this development fit with the transportation network of Raytown? How will the traffic generated from this development affect the traffic circulation in the area? Explain in detail on separate sheets.

B. Will this development be served by public water? Yes

C. Will this development be served by public sanitary sewer? Yes

- D. Will this development be served by public storm sewer? Yes
- E. Describe the drainage plan for this development, including any easements. Please attach a separate sheet.
- F. Will parkland or green space be dedicated? _____

10. Construction Guarantee

The City of Raytown Subdivision Regulations offer 4 options for construction of public improvements within the City. Developers must indicate the options elected.

- Option 1: Complete all required public improvements prior to Board of Aldermen final approval and recording of the plat.
- Option 2: Post a performance bond to the benefit of the City in the amount of the remaining construction costs. Bonds are presented to the Board of Aldermen with the final plat.
- Option 3: Enter into an escrow agreement for the remaining construction costs. Escrow agreements are presented to the Board of Aldermen with the final plat.
- Option 4: Delay construction or bonding until final approval, upon which an escrow agreement or performance bond for 110% of the construction costs must be submitted.

All public improvements must be inspected. No Certificates of Occupancy will be issued before final approval of the public improvements. Developers must file a maintenance bond for 25% of the cost of construction to run for 2 years before acceptance of the improvements by the Raytown Board of Aldermen.

- Option selected for street construction: _____
- Option selected for sanitary sewer construction: _____
- Option selected for storm sewer construction: _____
- Option selected for other construction: _____
- Option selected for other construction: _____
- Have construction plans for the improvements been submitted to the Community Development Department? _____

11. Required Submittals

Eight (8) copies of the plat are required for initial review by staff and the utilities serving the proposed development. Upon review, a letter detailing any required revisions will be released. Ten (10) days prior to the Planning Commission meeting copies of the revised plat must be submitted in the following formats: **Twenty Five (25)** full size folded paper copies and an electronic copy.

Unless Option 4 is selected, construction plans for the City maintained public improvements must be submitted and approved before the final plat can be placed on the agenda of the Planning Commission. Streets, streetlights, sidewalks, sanitary sewer, and storm sewer must be designed in accordance with the most current APWA regulations. In addition, Missouri Department of Natural Resources must approve water and sanitary sewer lines. Copies of letters of authorization from the Department of Natural Resources should be provided to the Raytown Public Works Department. Developers must also submit **two (2) sets of construction plans** to the Raytown Public Works Department and an electronic copy of the plans.

The Raytown Planning Commission may approve, conditionally approve or deny the plat. If the plat is approved or conditionally approved, the plat may be presented to the Board of Aldermen. Additional copies will be required at that time, along with any required plat revisions or submittals associated with the construction of the public improvements. Following approval of the final plat by the Board of Aldermen **three (3) mylar copies, five (5) paper copies** of the approved final plat need to be provided to the Community Development Department all of which need to have been signed by the applicable property owners. The City will then apply the applicable signatures from city officials to each copy of the approved final plat. When all copies of the final plat have been signed the signed final plats shall be provide to the applicant for recording. **Following recording, one mylar copy and two paper copies of the recorded final plat will need to be returned to the Community Development Department.**

Further information is available at the Raytown Community Development Department at 816-737-6010.



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI

02/12/2015 01:53:50 PM

WD FEE: \$ 24 00 2 Pages

INSTRUMENT NUMBER:

2015E0012230

General Warranty Deed (Individual)

This Deed, made and entered into on February 9, 2015, by and between **Grantor(s)**: Vincent C. Vitale and Rosemary Vitale, husband and wife whose address is 6709 Raytown Road, Raytown, MO 64133 of the County of Jackson, State of MO and **Grantee(s)**: AIM Investments, LLC limited liability company of the County of Jackson, State of KS. **Mailing Address of the Grantee(s)**: 14304 Robinson Street, Overland Park, KS 66223

Witnesseth, that the Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents **Grant, Bargain and Sell, Convey and Confirm** unto the Grantee(s), the following described Real Estate, situated in the County of Jackson and State of Missouri, to-wit:

TRACT I:

A TRACT OF LAND SITUATED IN THE NORTHWEST $\frac{1}{4}$, OF SECTION 9, TOWNSHIP 48, RANGE 32, RAYTOWN, JACKSON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF RAYTOWN ROAD, 60 FEET SOUTH OF THE SOUTHWEST CORNER OF LOT 1, DRAPER'S SUBDIVISION; THENCE CONTINUING SOUTH ALONG SAID RIGHT-OF-WAY A DISTANCE OF 90.08 FEET TO A POINT 40 FEET NORTH OF THE CENTERLINE OF PAVEMENT OF 67TH STREET; THENCE EAST, PARALLEL TO AND 40 FEET NORTH OF SAID CENTERLINE A DISTANCE OF 120 FEET, THENCE NORTH AND PARALLEL TO THE EAST RIGHT-OF-WAY LINE OF RAYTOWN ROAD A DISTANCE OF 62 FEET; THENCE NORTHWESTERLY A DISTANCE OF 35.84 FEET; THENCE WEST, PARALLEL TO AND 60 FEET SOUTH OF THE SOUTH LINE OF LOT 1, DRAPER'S SUBDIVISION, A DISTANCE OF 95 FEET TO THE POINT OF BEGINNING, AND EXCEPT ANY PART THEREOF IN THE RIGHT-OF-WAY CONVEYED TO THE STATE OF MISSOURI, BY THE DEED FILED APRIL 15, 1971, AS DOCUMENT NO. I-82795 IN BOOK I-249 AT PAGE 250.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

To Have and To Hold the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year and thereafter, and special taxes becoming a lien after the date of this deed.

First American Title
7400 State Line Rd., Ste. 204
Prairie Village, KS 66208

File No.: 1372421



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
12/22/2015 09:11:59 AM
WD FEE: \$ 27.00 3 Pages
INSTRUMENT NUMBER:
2015E0114353

WARRANTY DEED

THIS INDENTURE, Made this 19th day of December, 2015, by and between

Grantor: Stephen J. Schranz, Jr. AKA Steve Joseph Schranz and Tamara Schranz,
husband and wife

AND

Grantee: AIM Investments, LLC, a Missouri limited liability company
whose mailing address is: 14304 Robinson Street, Overland Park, KS 66223

WITNESSETH: THAT THE SAID GRANTOR, in consideration of the sum of Ten Dollars, the receipt of which is hereby acknowledged does hereby these presents, Grant, Bargain, Sell and Convey unto the said GRANTEE, its successors and assigns, all their undivided interest in and to the following described real estate situated in the County of Jackson and the State of Missouri, to-wit:

See Attached Exhibit "A"

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, NOW OF RECORD.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments an appurtenances thereunto belonging or in any wise appertaining, forever. And said party for their heirs and assigns, does hereby covenant, promise and agree to and with said GRANTEE, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises with the appurtenances that the same are free, clear, discharge and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of what nature or kind whatsoever: and that they will warrant and forever defend the same unto the said GRANTEE, its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

MINUTES
CITY OF RAYTOWN
PLANNING AND ZONING COMMISSION MEETING

May 12, 2016
Raytown City Hall
Board of Aldermen Chambers
10000 East 59th Street
Raytown, Missouri 64133

7:00 pm

- 1. Welcome by Chairperson** – Mr. Wilson welcomed all to the Public Meeting
- 2. Call meeting to order and Roll Call.**

Wilson:	Present	Jimenez:	Present	Stock:	Absent
Bettis:	Absent	Robinson:	Absent	Lightfoot:	Present
Hartwell:	Absent	Dwight:	Present	Meyers:	Present

Also Present: John Benson, Director of Development and Public Affairs, George Kapke, City Attorney, and Scott Peterson, Permit Technician.

- 3. Approval of minutes – April 7, 2016 meeting**

- a. Revisions - None
- b. Motion - Mr. Meyers motioned to approve the minutes as submitted
- c. Second - Mr. Lightfoot seconded Mr. Meyers motion to approve
- d. Additional Board Discussion - None
- e. Vote – Motion passed unanimously 5-0

- 4. Old Business – None**

- 5. New Business:**

A. Application: Application for conditional use permit for a fueling station at 6709 Raytown Road in Raytown, MO.

Case No.: PZ-2016-006

Applicant: Aim Investments, LLC

1. Introduction of Application – Mr. Wilson introduced PZ-2016-006 to the Board
2. Open Public Hearing – Mr. Wilson opened the public hearing
3. Explain Procedure for a Public Hearing and swear-in speakers
Mr. Kapke swore in those wishing to speak on behalf of the application
4. Enter Additional Relevant City Exhibits into the Record:
 - a. Conditional Use Permit Application submitted by applicant
 - b. Publication of Notice of Public Hearing in Daily Record Newspaper.
 - c. Public Hearing Notices mailed to property owners within 185-feet of subject property

- d. City of Raytown Zoning Ordinance, as amended
 - e. City of Raytown Comprehensive Plan
 - f. Staff Report on application for May 12, 2016 Planning & Zoning Commission meeting
5. Explanation of any exparte' communication from Commission members regarding the application. - None
 6. Introduction of Application by Staff
Mr. Benson introduced the application to the board.
 7. Presentation of Application by Applicant
Jim. Sullivan, with Sullivan Palmer Architects at 8621 Johnson Drive in Merriam Kansas, architect of behalf of the applicant, presented the application to the board.

There was discussion by the board on the project. Asked if they agreed with all the staff recommendation,

Mr. Sullivan stated they were.

There was additional discussion regarding the gas station, building and sidewalk.
 8. Request for Public Comment
Larry Reed owns the Advanced Eye Care Building asked about the hours of operation for this business.

Applicant stated the hours would be from 5 am until midnight and 5 to 1am on the weekends.
 9. Additional Comment from Applicant, Additional Comment from Applicant, if necessary - None
 10. Additional Staff Comments and Recommendation
Mr. Benson added some additional information on the traffic study. Staff is recommending approval of this application with staff recommendations.
 11. Board Discussion
Additional discussion by the board about the sidewalk and the gas pumps and the paving of the site.
 12. Close Public Hearing – Mr. Wilson closed the Public Hearing.
 13. Board Decision to Approve, Conditionally Approve or Deny the Application.
 - a. Motion- Mr. Lightfoot moved to approve this application including staff recommendations and also including the sidewalk recommendation to be included on 67th street.
 - b. Second- Mr. Meyer seconded Mr. Lightfoots recommendation as submitted
 - c. Additional Board Discussion - None
 - d. Vote – Motion passed unanimously 5-0

B. Application: Application for Final Plat for Vishnani Subdivision for property located at 6709 Raytown Road in Raytown, MO.

Case No.: PZ-2016-0009

Applicant: Aim Investments, LLC

1. Introduction of application.
Mr. Wilson introduced application PZ-2016-0009 to the board.

2. Explanation of any exparte' communication from Commission members regarding the application. - None
3. Introduction of application by staff.

Mr. Benson referred to Mr. Scott Peterson to present this application to the board. Mr. Peterson stated that he would like to make a correction the applicant is actually Mr. Vishnani and presented the application to the board.

4. Presentation by applicant. - None
5. Board Discussion. - None
6. Board Decision to Approve, Conditionally Approve or Deny the Application.
 - a. Motion – Mr. Lightfoot made a motion to approve the application as submitted
 - b. Second – Mr. Jimenez seconded the motion to approve
 - c. Additional Board Discussion - none
 - d. Vote – Motion passed unanimously 5-0

C. Application: Application for a conditional use permit for a tow lot on property located at 6218 Arlington Avenue, Suite B in Raytown, MO.

Case No.: PZ-2016-007

Applicant: DeAndre & Leunique Briscoe on behalf of Commercial Shops & Garages, LLC

1. Introduction of Application by Mr. Wilson
2. Open Public Hearing – Mr. Wilson opened the public hearing.
3. Explain Procedure for a Public Hearing and swear-in speakers
4. Enter Additional Relevant City Exhibits into the Record:
 - a. Conditional Use Permit Application submitted by applicant
 - b. Publication of Notice of Public Hearing in Daily Record Newspaper.
 - c. Public Hearing Notices mailed to property owners within 185-feet of subject property
 - d. City of Raytown Zoning Ordinance, as amended
 - e. City of Raytown Comprehensive Plan
 - f. Staff Report on application for May 12, 2016 Planning & Zoning Commission meeting

5. Explanation of any exparte' communication from Commission members regarding the application. - None

6. Introduction of Application by Staff

Mr. Benson introduced application PZ-2016-007 to the board.

7. Presentation of Application by Applicant

DeAndre Briscoe, East 55th Terrace, Kansas City, Mo. Mr. Briscoe explained the application to the board and stated that to run a tow lot in Raytown he had to have a business location in Raytown

There was board discussion if Mr. Briscoe agreed with all the staff recommendations and the fencing recommendations.

Mr. Briscoe stated that he did.

8. Request for Public Comment - None
9. Additional Comment from Applicant, Additional Comment from Applicant, if necessary

10. Additional Staff Comments and Recommendation

Mr. Benson discussed the surrounding buildings and what they were used for. The property will be inspected by the City before opening. The traffic study was waived by the Public Works Department as we do not see any traffic issues. Staff is recommending approval with the conditions provided.

11. Board Discussion

There was discussion about the number of vehicles that would be stored there. The fence was also discussed and changes will be made if he changes his mind in the future

12. Close Public Hearing- Mr. Wilson closed the public hearing

13. Board Decision to Approve, Conditionally Approve or Deny the Application.

- a. Motion – Mr. Meyers made a recommendation and conditions that have been identified by staff and amendments made tonight at this meeting.
- b. Second – Mr. Jimenez seconded Mr. Meyers motion
- c. Additional Board Discussion - None
- d. Vote-

D. Application: Application for a conditional use permit for a vehicle sales business on property located at 9601 & 9617 E. Highway 350 in Raytown, MO.

Case No.: PZ-2016-008

Applicant: Dick Smith Ford, Inc.

1. Introduction of Application by Mr. Wilson
2. Open Public Hearing – Mr. Wilson opened the public hearing
3. Explain Procedure for a Public Hearing and swear-in speakers
4. Enter Additional Relevant City Exhibits into the Record:
 - a. Conditional Use Permit Application submitted by applicant
 - b. Publication of Notice of Public Hearing in Daily Record Newspaper.
 - c. Public Hearing Notices mailed to property owners within 185-feet of subject property
 - d. City of Raytown Zoning Ordinance, as amended
 - e. City of Raytown Comprehensive Plan
 - f. Staff Report on application for May 12, 2016 Planning & Zoning Commission meeting

5. Explanation of any exparte' communication from Commission members regarding the application. - None

6. Introduction of Application by Staff

Mr. Benson introduced the application for Dick Smith Ford – PZ-2016-008

7. Presentation of Application by Applicant

I am Jeff Bethel I am here representing Dick Smith Ford I am part owner of the business. He explained that they purchased the property on January 4th 2016. They are hoping for more opportunity for the dealership and to make 350 Highway more appealing to the public and 350 Highway. The used vehicle lot will stay where it is now and this lot will be for only new cars coming in with this expansion.

Mr. Jimenez asked what the future for this site.

Mr. Bethel stated no they are only using it at this time for the new car arrivals.

Mr. Jimenez asked if he agreed with staff recommendations.

- Mr. Bethel asked if the sidewalk would be ok and they would have additional lighting, The plan is just for storage of new vehicles.
8. Request for Public Comment - None
 9. Additional Comment from Applicant, Additional Comment from Applicant, if necessary
None
 10. Additional Staff Comments and Recommendation
None
 11. Board Discussion
No Board discussion
 12. Close Public Hearing
Mr. Wilson closed the public hearing.
 13. Board Decision to Approve, Conditionally Approve or Deny the Application.
 - a. Motion
Mr. Jimenez made a motion to approve on staff recommendation except for modifying staff recommendation of condition 5 and number 6 and strike number 7.
 - b. Second
Mr. Lightfoot seconded the motion
 - c. Additional Board Discussion
 - d. Vote
Motion Carried 5-0

E. Application: Application to rezone property at 6812 & 6816 Hunter Street in Raytown, MO from Highway Corridor Commercial (HC) to Low Density Residential (R-1)

Case No.: PZ-2016-10
Applicant: James Sawyer

1. Introduction of Application by Chair- Mr. Wilson introduced PZ-2016-10
2. Open Public Hearing
Mr. Wilson opened the Public Hearing
3. Explain Procedure for a Public Hearing and swear-in speakers
4. Enter Additional Relevant City Exhibits into the Record:
 - a. Rezoning Application submitted by applicant
 - b. Publication of Notice of Public Hearing in Daily Record Newspaper.
 - c. Public Hearing Notices mailed to property owners within 185-feet of subject property
 - d. City of Raytown Zoning Ordinance, as amended
 - e. City of Raytown Comprehensive Plan
 - f. Staff Report on application for May 12, 2016 Planning & Zoning Commission meeting
5. Explanation of any exparte' communication from Commission members regarding the application. None
6. Introduction of Application by Staff

Mr. Peterson introduced application PZ-2016-10 to the board.

7. Presentation of Application by Applicant

Vickie Dunham introduced herself to the board. She is trustee for this property. It has been rental property for several years. We have renters that want to purchase the homes.

Mr. Benson stated that is the reason to rezoning which will bring the two homes into the R-1 compliance.

9. Additional Comment from Applicant, Additional Comment from Applicant, if necessary

None

10. Additional Staff Comments and Recommendation

We can work with you on aerial photo to show that.

11. Board Discussion - None

12. Close Public Hearing- Mr. Wilson closed the public hearing.

13. Board Decision to Approve, Conditionally Approve or Deny the Application.

a. Motion

Mr. Meyer made a motion to approve this application

b. Second

Mr. Jimenez made a second to Mr. Meyers motion

c. Additional Board Discussion - None

d. Vote

Motion carried 5-0

6. Other Business

7. Planning Projects Report

8. Set Future Meeting Date – June 2, 2016

9. Adjourn

Meeting adjourned 5-0

**CITY OF RAYTOWN
Request for Board Action**

Date: June 2, 2016

Bill No. 6414-16

To: Mayor and Board of Aldermen

Section No.: XIII

From: John Benson, Director of Development & Public Affairs

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____

Action Requested: Conduct a public hearing to consider a Conditional Use Permit application for a vehicle sales business on property located at 9601 & 9617 E. Highway 350 in Raytown, MO.

Recommendation: The Planning & Zoning Commission, by a vote of 5 in favor and 0 against, is recommending approval of the application subject to the following conditions:

1. The conditional use permit shall be valid for a period of five (5) years from the date of issuance of a Use Permit by the City of Raytown.
2. Compliance with all applicable local, state of Missouri and federal regulations and laws.
3. The Conditional Use Permit shall be valid for the approved period of time as long as it is in conjunction with the vehicles sales business located on the neighboring property at 9505 E. Highway 350.
4. The Conditional Use Permit granted herein shall be issued to only Dick Smith Ford, Inc. The Conditional Use Permit granted herein shall not be transferable and any change in ownership or control of the business shall require issuance of a new Conditional Use Permit.
5. The concrete dividing blocks as indicated on the site development plan shall be either replaced with or completely screened from view from Highway 350 by a pvc / vinyl fence.

The concrete dividing blocks are no longer proposed for the site. Therefore this condition is no longer necessary.

6. Construction plans for the concrete sidewalk and crosswalk along / across Arlington Avenue as identified on the submitted site development plan shall be submitted to staff for review and approval prior to construction of the sidewalk.
7. The placement of rock over the area on which a building was previously located, as indicated on the submitted site development plan, shall be prohibited and shall instead be paved with concrete or asphalt.

Rock is no longer proposed to be placed over the area on which the building was previously located . Therefore this condition is no longer necessary.

8. The conditional use permit shall not become valid and vehicles shall not be parked or displayed for sale on the property until all site improvements required herein as a condition of approval

have been completed and a Use Permit has been issued by the Development and Public Affairs Department.

9. No inoperable, dismantled, or damaged vehicle shall be stored on the property.

Analysis: Dick Smith Ford, Inc. is seeking approval of a conditional use permit application to allow the parking and display of vehicles that are for sale on property located at 9601 and 9617 E. Highway 350. Dick Smith Ford owns the abutting property to the west at 9505 E. Highway 350 on which their dealership is located. The subject property is owned by the applicant and is zoned Highway Commercial Corridor (HC). A site plan has been submitted, a copy of which is attached, which depicts the area of the property where the proposed use is to be located. The site plan includes the following:

- Construction of a paved pathway for customers and golf carts to use to go between the existing Dick Smith Ford dealership property to the west and the subject property. This path will include a crosswalk across Arlington Avenue which extends between the two properties.
- Construction of two raised vehicle display areas on the property that will include construction of two stone walls, each of which will be approximately 70 feet long and 50 feet long.
- Installation of a pipe barrier along a portion of Arlington Avenue. This will be an extension of the existing pipe barrier along Highway 350 that is used to help prevent auto theft.
- Installation of landscaping consisting of shrubs and trees in front of the pipe barrier along Highway 350 to help improve the appearance of the property along Highway 350. The proposed landscaping is subject to approval by the Missouri Department of Transportation (MoDOT).

Alternatives: Alternatives to the recommendation of the Planning & Zoning Commission would be to:

1. Deny the conditional use permit application; or
2. Refer the application back to the Planning & Zoning Commission for reconsideration or further review.

Budgetary Impact: This application does not require the City to provide any funding.

Additional Reports Attached:

- Conditional Use Permit Application submitted by applicant
- Site development plan submitted by applicant
- Staff Report on this application for the May 12, 2016 Planning & Zoning Commission meeting
- Minutes of the May 12, 2016 Planning Zoning Commission meeting

STAFF REPORT

To: The City of Raytown Planning and Zoning Commission

From: John Benson, AICP
Director of Development and Public Affairs

Date: May 12, 2016

Subject: Agenda Item No. 5.D: (Case NO. PZ-2016-008) Application for conditional use permit for a vehicle sales business on property located at 9601 & 9617 E. Highway 350 in Raytown, MO.

Background Information:

Dan Riggs, serving as the agent on behalf of Dick Smith Ford, is seeking approval of a conditional use permit application to allow the parking and display of vehicles that are for sale on property located at 9601 and 9617 E. Highway 350. Dick Smith Ford owns the abutting property to the west at 9505 E. Highway 350 on which their dealership is located. The subject property is owned by Dick Smith Ford, Inc. and is zoned Highway Commercial Corridor (HC). A site plan has been submitted, a copy of which is attached, which depicts the area of the property where the proposed use is to be located.



FACTORS TO BE CONSIDERED:

In considering and making a decision on an application for a conditional use permit, city code stipulates that consideration is required to be given by the city on the potential impact of the proposed use on the health, safety, morals, comfort and general welfare of the inhabitants of the city, including but not limited to, the following factors.

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

The property to which the conditional use permit application applies is zoned Highway Commercial Corridor (HC). The zoning and uses on surrounding properties are more specifically described below:

East: The property immediately to the East of the applicant property is a retail store zoned Highway Commercial Corridor (HC). There is multi-family housing that is zoned High-Density Residential (R-3) located to the southeast of the applicant's property.

West: The existing Dick Smith Ford vehicle sales business is located to the Northwest of the applicant property, across from Arlington Ave. Immediately West of the applicant's property is a commercial building on Arlington Avenue that is occupied by an electrical contracting company; the properties on the west side of Arlington are also zoned Highway Commercial Corridor (HC).

South: The property to the South of the applicant property is currently a vacant lot that is zoned Highway Commercial Corridor (HC) and is owned by the electrical contracting company's property described above.

North: Immediately North of the applicant's property is Highway 350. Across the highway are various retail shops zoned Highway Commercial Corridor (HC).

2. **Conservation of property values.**

If approved, the proposed use will allow limited commercial use on a currently vacant property. As a result the property will see more active maintenance and upkeep, as well as enhanced monitoring and security.

3. **Protection against fire and casualties.**

There are currently no existing or proposed buildings on the applicant property, so risk of fire is minimal. However, the applicant would still be required to follow all applicable City of Raytown and Raytown Fire District laws and ordinances. In addition, prior to occupying the property, the applicant will be required to obtain a Use Permit from the Development and Public Affairs Department. As part of review and approval of the Use Permit, the property will be inspected by the City's Building Official and Property Code Enforcement Officer to ensure compliance with the applicable life safety codes contained in the city and fire district's adopted Building and Fire Codes as well as the city's Property Maintenance Code.

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

The applicant will be required to follow all applicable general police regulations, laws, and ordinances of the City of Raytown Code of Ordinances should the Conditional Use be approved.

5. **Prevention of traffic congestion.**

The applicant's property will be used as an overflow parking lot for inventory, so there will be minimal vehicular traffic caused by the proposed use. The Traffic Impact Analysis provided by the applicant showed less than 10 peak hour vehicle trips generated by the proposed use on the property.

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

Given that the property is an existing asphalt parking lot, and will be used for the parking of inventory vehicles, it is the opinion of Staff that the existing facilities are more than adequate to accompany the limited traffic generated to the site as well as the storage of inventory vehicles.

Also, as previously stated, prior to occupying the property, the applicant will be required to obtain a Use Permit from the Development and Public Affairs Department. As part of review and approval of the Use Permit, the property will be inspected by the City's Property Code Enforcement Officer to ensure compliance with the city's Property Maintenance Code, which will include improvements if needed to the condition of the existing asphalt.

7. Promotion of the safety of individuals and property.

As previously stated, prior to the business opening the property will be inspected by the City's Building Official and the Fire Marshal from the Raytown Fire Protection District to ensure the applicant complies with all applicable life safety codes and that the property is in compliance with the city's property maintenance codes.

8. Provision for adequate light and air.

There are no existing or proposed buildings on the site; therefore the proposed use will not have an impact on the availability of adequate light and air.

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

No new buildings are proposed. In addition, as previously described, the property will be used for the parking and display of overflow inventory vehicles for the existing Dick Smith Ford dealership located on the adjacent property to the west. Therefore, it does not appear that the proposed use will result in overcrowding or be an excessively intensive land use for the area.

10. Provision for public utilities and schools.

Because there is no existing building on the property, the proposed use will not have an impact on schools or utilities that serve the property and surrounding area.

11. Invasion by inappropriate uses.

As previously described, the subject property previously contained an existing business which included the parking and display of vehicles for sale. Staff is not aware of any complaints or issues that occurred when the previous vehicle sales business was in operation. Therefore, it does not appear that the proposed use will be an invasion of an inappropriate use.

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

As previously described, the proposed use will use the existing parking area. Therefore, the proposed use is in keeping with the value, type and character of existing or authorized improvements and land uses.

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

The applicant proposes to make improvements to the property that includes the following:

- Placement of concrete block dividers, which are to divide the applicant's property. The concrete blocks are not in keeping with the Highway 350 Corridor Design Standards specified in the city's zoning ordinance. Therefore, it is the recommendation of staff that the concrete blocks be either replaced with or screened from view from Highway 350 by a pvc / vinyl fence.
- Construction of a concrete sidewalk along Arlington Avenue abutting the applicant's property beginning at the intersection of Highway 350, and extending south to a total distance of approximately 250 feet. If the conditional use permit application is approved, construction plans for this sidewalk will need to be submitted to staff for review and approval prior to construction of the sidewalk.
- Placement of rock over the area on which a building was previously located. City code does allow rock to be used for parking and driveway surfaces, however, therefore this area will need to be paved with concrete or asphalt.

Previous approval of conditional use permit applications on properties located along Highway 350 have stipulated as conditions of approval that the applicant must construct or make various other improvements which have included but not limited to; construction of curb and gutter; construction of a bicycle-pedestrian trail; consolidation of driveways on Highway 350. Those types of improvements are not proposed as part of this conditional use permit as the applicant has indicated to staff that this proposed conditional use permit application is for a temporary period of time and is not proposed to be a permanent use for the subject property. Additionally, if these improvements were to be constructed they likely would be torn out when this property were redeveloped in the future. Therefore staff is not recommending these improvements be constructed as a condition of approval for this application. However, because the proposed use is temporary, staff recommends that a condition of approval for this conditional use permit stipulate a time period of five years for which this use shall be allowed.

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

The Future Land Use Map in the City's Comprehensive Plan identifies the property to be an area for commercial land uses, which the proposed use is consistent with. In addition, the proposed use will provide a use for the property, which has been vacant for several years.

Staff Recommendation:

It is the recommendation of staff that the conditional use permit to allow the parking and display of vehicles for sale be approved subject to the following conditions:

1. The conditional use permit shall be valid for a period of five years from the date of issuance of a Use Permit by the City of Raytown.
2. Compliance with all applicable local, state of Missouri and federal regulations and laws.
3. The Conditional Use Permit shall be valid as long as it is in conjunction with the vehicles sales business located on the neighboring property at 9505 E. Highway 350.
4. The Conditional Use Permit granted herein shall be issued to only Dick Smith Ford, Inc. The Conditional Use Permit granted herein shall not be transferable and any change in ownership or control of the business shall require issuance of a new Conditional Use Permit.
5. The concrete dividing blocks as indicated on the site development plan shall be either replaced with or completely screened from view from Highway 350 by a pvc / vinyl fence.
6. Construction plans for the concrete sidewalk along Arlington Avenue abutting the applicant's property as identified on the submitted site development plan shall be submitted to staff for review and approval prior to construction of the sidewalk.
7. The placement of rock over the area on which a building was previously located, as indicated on the submitted site development plan, shall be prohibited and shall instead be paved with concrete or asphalt.
8. The conditional use permit shall not become valid and vehicles shall not be parked or displayed for sale on the property until all site improvements required herein as a condition of approval have been completed and a Use Permit has been issued by the Development and Public Affairs Department.
9. No inoperable, dismantled, or damaged vehicle shall be stored on the property.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT SUBJECT TO CERTAIN CONDITIONS TO ALLOW A VEHICLE SALES BUSINESS ON PROPERTY LOCATED AT 9601 & 9617 E. HIGHWAY 350 IN RAYTOWN, MISSOURI

WHEREAS, application PZ-2016-008, submitted by Dick Smith Ford, Inc., which seeks to allow a vehicle sales business on property located at 9601 & 9617 E. Highway 350 in Raytown, Missouri; and

WHEREAS, pursuant to City Code Chapter 50, Article V of the City of Raytown Code of Ordinances, application no. PZ-2016-008, was referred to the Planning & Zoning Commission to hold a public hearing; and

WHEREAS, after due public notice in the manner prescribed by law, the Planning & Zoning Commission held public hearings on said application on May 12, 2016; and

WHEREAS, at the conclusion of said public hearing on May 12, 2016 the Planning Commission by a vote of five (5) in favor and zero (0) against rendered a report to the Board of Aldermen recommending that the Conditional Use Permit Application be approved subject to certain conditions; and

WHEREAS, after due public notice in the manner prescribed by law, the Board of Aldermen held public hearings on said application on June 7, 2016 and on June 21, 2016; and

WHEREAS, based on all of the information presented the Board of Aldermen finds it is in the best interest of the citizens of the City of Raytown to approve said Conditional Use Permit subject to certain conditions specified herein.

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

SECTION 1 – GRANT OF CONDITIONAL USE PERMIT. That a Conditional Use Permit is hereby granted to allow a vehicle sales business on property located at 9601 & 9617 E. Highway 350 in Raytown, Missouri, as legally described in Exhibit "A", subject to the conditions set forth in Section 2 herein.

SECTION 2 – CONDITIONS OF APPROVAL AND OPERATION. That the following conditions of approval shall apply and be followed during the duration of the use allowed by this Conditional Use Permit.

1. The conditional use permit shall be valid for a period of five (5) years from the date of issuance of a Use Permit by the City of Raytown.
2. Compliance with all applicable local, state of Missouri and federal regulations and laws.
3. The Conditional Use Permit shall be valid for the approved period of time as long as it is in conjunction with the vehicles sales business located on the neighboring property at 9505 E. Highway 350.
4. The Conditional Use Permit granted herein shall be issued to only Dick Smith Ford, Inc. The Conditional Use Permit granted herein shall not be transferable and any change in

ownership or control of the business shall require issuance of a new Conditional Use Permit.

- 5. Construction plans for the concrete sidewalk and crosswalk along / across Arlington Avenue as identified on the submitted site development plan shall be submitted to staff for review and approval prior to construction of the sidewalk.
- 6. The conditional use permit shall not become valid and vehicles shall not be parked or displayed for sale on the property until all site improvements required herein as a condition of approval have been completed and a Use Permit has been issued by the Development and Public Affairs Department.
- 7. No inoperable, dismantled, or damaged vehicle shall be stored on the property.

SECTION 3 – FAILURE TO COMPLY. That failure to comply with any of the conditions or provisions contained in this ordinance shall constitute violations of both this ordinance and the City’s Comprehensive 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 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 ____ day of June, 2016.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

BILL NO. 6414-16

ORDINANCE NO. ____-16

SECTION NO. XIII

Exhibit "A"



Development & Public Affairs Department
 Building Inspections Division
 10000 E. 59th Street
 Raytown, MO 64133
 Office (816) 737-6011 Fax (816) 737-6164

CONDITIONAL USE PERMIT

PERMIT #: 20160362	DATE ISSUED: 4/11/2016
	MUST COMMENCE BY: 4/11/2017
JOB ADDRESS: 9617 E 350 HWY	LOT #:
SUBDIVISION:	BLK #:
OWNER: DICK SMITH FORD	CONTRACTOR: DICK SMITH FORD
ADDRESS: 9505 E STATE ROUTE 350	ADDRESS: 9505 E STATE ROUTE 350
CITY, STATE ZIP: RAYTOWN MO 64133-6510	CITY, STATE ZIP: RAYTOWN MO 64133-6510
PHONE: 816-353-1495	PHONE:
VALUATION: \$ 0.00	
SQ FT: 0.00	
OCCP TYPE:	
CNST TYPE:	
DESCRIPTION OF WORK: CONDITIONAL USE PERMIT FOR A COMMERCIAL PARKING LOT FOR NEIGHBORING DICK SMITH FORD AUTOMOTIVE SALES BUSINESS	

FEE CODE	DESCRIPTION	AMOUNT
PZ-07	CONDITIONAL USE PERMIT	\$ 250.00
TOTAL		\$ 250.00

Inspection Information

1. All inspections require one working day (24 hours) advance notice.
2. Inspections must be scheduled and approved before covering any work.
3. APPROVED PLANS AND SITE PLAN MUST BE ONSITE FOR INSPECTIONS!

This permit is issued in reliance upon information submitted by the applicant. The Building Official may suspend or revoke a permit whenever the permit is issued in error, on the basis of incorrect information supplied, or in violation of the adopted code, city ordinance or regulations. This permit shall become null and void if the work authorized by this permit is suspended for a period of 180 days or is not commenced within 180 days. Approval of the plans or any inspections of this project shall not be construed as an approval of a violation of the codes or ordinances of the City of Raytown.


04/11/16
 Issued By: _____ Date: _____ Applicant: _____ Date: _____

Case Number _____
Date Received _____
Map Page _____

**CITY OF RAYTOWN
APPLICATION FOR CONDITIONAL USE PERMIT**

PART I Background Information

1. This request applies to property at the following address:
9601 and 9617 E 350 HWY Raytown, MO 64133

2. The name(s), address(es), and phone number(s) of the property owners: (As listed on the deed)

Name	Address	Phone
JEFF BETHEL	9505 E 350 HWY	816-353-1495

3. We, the property owner(s), do hereby appoint the following person as our agent during consideration of our request:

Name	Address	Phone/Email
Dan Riggs	9505 E 350 HWY	816-353-1495

4. The property is currently being used for the following purposes:

The property is not currently being utilized by Dick Smith Ford

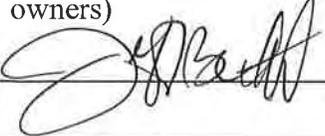
5. Zoning classification of the property: Commercial

6. Specify the use desired for the property: Parking for Dick Smith Ford Inventory

7. Please list all existing structures and their heights located on the property:

Structure	Height
There are currently no structures located on this property.	

8. We, the undersigned, do hereby authorize the submission of this application and associated documents, and do hereby certify that all the information contained therein is true and correct. (Signatures of property owners)



PART II Conditional Use Permit Information

In considering an application for a conditional use permit, the city shall give consideration to the health, safety, morals, comfort and general welfare of the inhabitants of the city, including but not limited to the following factors:

1. The stability and integrity of the various zoning districts;
2. Conservation of property values;
3. Protection against fire and casualties;
4. Observation of general police regulations;
5. Prevention of traffic congestion;
6. Promotion of traffic safety and the orderly parking of motor vehicles;
7. Promotion of the safety of individuals and property;
8. Provision for adequate light and air;
9. Prevention of overcrowding and excessive intensity of land uses;
10. Provision for public utilities and schools;
11. Invasion by inappropriate uses;
12. Value, type and character of existing or authorized improvements and land uses;
13. Encouragement of improvements and land uses in keeping with overall planning; and
14. Provision for orderly and proper renewal, development and growth.

The information provided by the applicant to the following questions is an opportunity to justify approval of a conditional use permit based on the above listed factors.

If the space provided is not adequate, the applicant may attach additional pages. The applicant is also encouraged to submit any other pertinent information, such as photographs, drawings, maps, statistics, legal documents, and letters of support.

A. The proposed conditional use will be in keeping with the character of the neighborhood because:

The property will be an extension of Dick Smith Ford, providing an area to display more vehicle inventory and allow the dealership to offer more choices for its customer base. Dick Smith Ford has been a trusted and respected business in Raytown for over 60 years and will continue the tradition of excellent customer service.

This property will allow Dick Smith Ford and the city of Raytown more opportunities for growth.

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

The property was previously used as a lot for an Automotive Dealership. Many years ago 350 Hwy was a great location for many Automotive Dealerships in Raytown and the surrounding communities to shop for New and Pre-Owned vehicles. Dick Smith Ford will simply continue to utilize the area for overstock inventory and to provide additional vehicle options for customers as well as filling a major void on a parcel that has been empty for quite some time on the 350 Hwy corridor.

C. This property is more suited for the proposed use than its current uses because:

It was originally designed as an Automotive Dealership and provides ample space for New and Pre-Owned vehicle inventory. The property is quite large and looks very empty and desolate when driving past Dick Smith Ford and the adjoining businesses in the vicinity. The vehicle displays will enhance the look of the lot making it look full and useful as well as draw the attention of traffic passing by on 350 Hwy. It will also ensure that the City of Raytown and its businesses are a thriving part of the community.

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

The use of this parcel will fill in a gap on the 350 Hwy corridor that would otherwise look unkempt and vacant. This progress will provide Dick Smith Ford the opportunity to expand its business and allow neighboring businesses to reap some of the benefits as well. Gas Stations, Fast Food Restaurants, Auto Parts stores and many other adjoining parcels will benefit from the increased sales and service from Dick Smith Ford due to the added inventory and influx of customers. Anytime an empty lot can be filled and utilized it will make the area look more appealing and vibrant and will show progress in the development of Raytown.

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

This property has been completely vacant and devoid of any structures for 9 months, since June of 2015. The property has not been occupied since July of 2013.

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

An empty lot that creates an eyesore to the 350 Hwy corridor and to the Raytown Community. Owning an empty lot which cannot be utilized to generate any opportunities for additional income can be a strain on any business which can be viewed more as a liability than an asset. The growth of Dick Smith Ford over the past 4

City of Raytown

Development & Public Affairs Department

months has allowed the dealership to offer more to the community, with this growth comes some constraints in terms of space for additional inventory, dealership staff and consumers who visit the property on a daily basis.

The overcrowding can be alleviated by the use of the lot next door to our facility and allow Dick Smith Ford to run a much smoother and safer operation for its staff and its patrons.

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

No public facilities will be necessary or installed on the proposed parcel and the only utility would be ample lighting provided to showcase the overflow inventory.

H. Additional comments:

Dick Smith Ford has been a member of the Raytown Community for over 60 years, in addition to being a member of the Raytown Chamber of Commerce and the only New and Pre-Owned automotive dealership in Raytown since 2013, we have maintained a level of consistency and integrity in the Automotive industry and in the community. We are growing by leaps and bounds and are currently busting at the seams, this opportunity to utilize a lot that we currently own will have a tremendously positive impact on our business and the City of Raytown as well. We hope to continue to expand and provide the very best in consumer relationships and advocacy. The Dick Smith Ford Family sincerely thanks you for your time and consideration to review these

documents. We hope you can see the value in allowing us to help make our city a nicer and more productive place to live and work.

**Checklist for
Planning and Zoning Commission Applications**

This application cannot be processed until each of the following items has been submitted.

Date Completed

4/1/16

Application fee of \$250.00.

3/31/16

A written and signed certification from the County Treasurer's office that all property taxes for the parcel has been paid.

3/31/16

*** Legal description of the property to which the request applies in an electronic format.**

3/31/16

Copy of a deed showing ownership.

3/31/16

A site plan indicating information specified for the Site Plan Review Process.

3/31/16

Traffic Impact Analysis containing information as specified on the attached sheet.

3/31/16

Storm Drainage Analysis unless waived by Director of Public Works.

N/A

Signage information for any signage to be installed as part of the proposed use.

2015 JOINT GOVERNMENTAL REAL PROPERTY TAX STATEMENT

Property Account #: 45-540-03-39-00-0-00-000

Pay your bill online at www.jacksongov.org

PIN #: 151318

ACCOUNT VALUE	
DESCRIPTION	2015
Market Value Total	\$211,150
Taxable Value Total	\$67,568
Assessed Value Total	\$67,568

TAX DISTRIBUTION		
AGENCY	LEVY	AMOUNT
RAYTOWN SCHOOL C-II	6.3200	4,270.29
FIRE DISTRICT - RAYTOWN	1.0064	680.00
CITY - RAYTOWN	0.5295	357.77
JACKSON COUNTY	0.4956	334.87
MID-CONTINENT LIBRARY	0.3146	212.57
METRO JUNIOR COLLEGE	0.2343	158.31
MENTAL HEALTH	0.1198	80.95
BOARD OF DISABLED SERVICES	0.0738	49.87
STATE BLIND PENSION	0.0300	20.27
Total Levy Rate	9.1240	

TCA: 022
Lender:
Location: 9601 E M 350 HWY



45-540-03-39-00-0-00-000
DICK SMITH FORD INC
9505 E 350 HWY
RAYTOWN MO 64133

22117

TAXES AND SPECIAL ASSESSMENTS

YEAR DESCRIPTION	AMOUNT BILLED	BALANCE DUE
2015 A/V Principal- Commercial	6164.90	6164.90
2015 Replacement Tax	970.95	970.95
Total for Tax Year 2015		\$7,135.85
Total for All Tax Years		\$7,135.85

Comment:

Description of Property (IF INCORRECT - SEE INSTRUCTIONS ON OTHER SIDE)
 COMM PLAT OF GREENE ACRES
 BEG ON W LI OF LOT 1 A T A PT 167.63' N OF SW CORTHOF TH N 48 DEG 55' 29'' E 339.87' TO
 SWLYLI OF USHWY 50, TH NWLY ALG SD SWLY LI 365.83' TO N LI OF SDLTTH N 88DEG 35' ALG N LI
 10.65' TO NW COR OF SD LOT, TH S ALG W LI OF SD LOT 1 A DIST OF 494.76'MOL TO BLG.NEW DES

17110



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 12/31/2015 AT WWW.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.

Balance Due for Tax Year 2015	\$7,135.85	2015 YEAR IF PAID AFTER 12/31/2015:	45-540-03-39-00-0-00-000
		JAN 7,822.32 JUL 8,515.92	DICK SMITH FORD INC
		FEB 7,937.92 AUG 8,631.52	9505 E 350 HWY
		MAR 8,053.52 SEP 8,747.12	RAYTOWN MO 64133
		APR 8,169.12 OCT 8,862.73	
		MAY 8,284.72 NOV 8,978.33	
		JUN 8,400.32 DEC 9,093.93	

DELINQUENT AFTER DECEMBER 31, 2015 TOTAL TAXES AND ASSESSMENTS DUE: \$7,135.85

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





ASSESSMENT DEPARTMENT

(816) 881-4661
 Fax: (816) 881-3216

JACKSON COUNTY

Jackson County Courthouse
 415 East 12th Street, First Floor Mezzanine
 Kansas City, Missouri 64106
www.jacksongov.org Assessment@JacksonGov.org

DATE STIPULATION RECEIVED

(for official use only)

BEFORE JACKSON COUNTY, MISSOURI BOARD OF EQUALIZATION STIPULATION AGREEMENT – MEMORANDUM OF SETTLEMENT

DICK SMITH FORD INC

Name of Taxpayer

Authorized Agent or Attorney

Comes now, the Jackson County Assessor and the above named Taxpayer or Authorized Agent, are in agreement to stipulate before this Board that the market value of the described property for the tax year **2015** should be revised as shown below:

Property Type	Previous Market Value	Previous Assessed Value	Stipulated Market Value	Board Authorized
Residential				DATE <u>7/15/2015</u> BOE <i>[Signature]</i>
Agricultural				BOE <i>[Signature]</i> BOE <i>[Signature]</i>
Commercial	254,375		211,150	CITY <i>[Signature]</i> SCHOOL <i>[Signature]</i>
Business PP				

I, the undersigned Taxpayer/or Authorized Agent, hereby **WAIVE** my right to personally appear and hear my appeal before the Board of Equalization on the property (parcel/appeal) listed below:

PARCEL NO: 45-540-03-39-00-0-00-000

APPEAL NO: BOE2015-0604

SITUS ADDRESS: 9601 E M-350 HIGHWAY RAYTOWN MISSOURI

CODE REASON: _____ TCA: 022 PREVIOUS CLASSIFICATION: _____ STIPULATED CLASSIFICATION: _____

EXEMPT TYPE: _____ FROM: _____ TO: _____ ADD REMOVED

Assessor's rationale for revision: Property was purchased after January 1, 2015 and improvements were subsequently demolished. Land value was reviewed and improvements were valued at a token value.

 Owner/Taxpayer/Agent Authorization Date

[Signature]
 Appraiser Authorization

9-10-15
 Date

❖ **Requirement:** If you are in agreement with the market value stipulated, this form must be signed and returned to the Assessor **no later than three (3) days** prior to your scheduled hearing before the Jackson County Board of Equalization. If this deadline is not met, the Board will act at its discretion and proceed with your case.

The authorized stipulation can be faxed or emailed (please see contact information above).

❖ Please provide an email address, we will send confirmation that this agreement was received timely.

Email: _____ (please print clearly)

Parcel #: 45-540-03-39-00-0-00-000

Appeal #: BOE2015-0604

OS.
Attorney
Attacked

BOARD OF EQUALIZATION REAL ESTATE MARKET VALUE APPEAL

STOP! READ REVERSE SIDE FOR INSTRUCTIONS
DO NOT WRITE IN SHADED AREAS FOR OFFICE USE ONLY

FILING DEADLINE - SECOND MONDAY IN JULY	TAX YEAR	APPEAL NUMBER
	2015	2015-0604

1 ADDRESS OF PROPERTY (BEING APPEALED)
 9601 E 1350 Highway Raytown
 MO 64133

2 PARCEL NUMBER
 95-540-03-34

3 LEGAL DESCRIPTION
 Previous Auto Dealership

4 OWNER & MAILING ADDRESS & PHONE(S)
 Dick Smith Ford
 9505 E 350 Highway
 Raytown MO 64133
 Home Phone: 816-353-1495
 Cell Phone: P Smith @ Dick Smith Ford.com

5 AGENT DATA (ATTACH AUTHORIZATION)
 AGENT NAME: _____
 ADDRESS: _____ CITY: _____ ZIP: _____
 PHONE: _____ EMAIL ADDRESS: _____
 PROPERTY TYPE & USE:
 SINGLE FAMILY
 VACANT LAND
 AGRICULTURAL
 COMMERCIAL/INDUSTRIAL
 MULTI FAMILY
 OTHER

6 MARKET VALUE BEFORE OCC ADJ \$ _____
 MARKET VALUE BEFORE OCC ADJ \$ _____
 PCA: _____ NBHD: _____ Value Type: _____ (TVR) (MKTTL)
 Before Appeal: 81400
 After Appeal: 67568

7 ECONOMIC DATA
 INCOME TYPE PROPERTIES MUST INCLUDE INCOME/EXPENSE OPERATING STATEMENTS AND INCLUDE COPIES OF SALE CONTRACTS & APPRAISAL WITHIN LAST 3 YEARS.
 NO. OF LIVING UNITS: _____ TOTAL MONTHLY INCOME OF PROPERTY \$ _____
 MORTGAGE AMOUNT \$ _____

8 NATURE & BASIS OF APPEAL
 VALUE
 CLASSIFICATION (explain) _____
 EXEMPT
 OTHER OF PROPERTY

9 VALUE CLAIMED
 IN MY OPINION THE PROPERTY WAS WORTH \$ 250,000.
 ON THE OPEN MARKET AS OF JANUARY 1 THIS OPINION IS BASED UPON:
 MY JUDGMENT
 RECENT SELLING PRICE
 ASKING PRICE
 COMPARABLE SALES
 OUTSIDE APPRAISAL

10 ACQUISITION DATA
 DATE: 5-11-2015
 PURCHASE PRICE: \$ 250,000
 TYPE OF TRANSACTION:
 REGULAR SALE
 AUCTION
 CONTRACT FOR DEED
 TRADE
 FORECLOSURE
 OTHER

11 CHANGES SINCE ACQUISITION (DESCRIBE AND GIVE TOTAL COST)
 Buildings demolished \$ 10,000.
 DATE: 7-9-15

12 SIGNATURE & DATE
 DATA ENTRY: _____ TAX DIST: _____ DATE: 4/15/15
 REVIEW: _____ CITY: _____ DATE: 2/20/15
 AUDIT: _____ LAND USE: _____ DATE: 4/15/15
 BY: _____ PROP. TYPE: _____ DATE: 5/1/15
 DATE: 1/1 REASON: _____

Signed Owner/Agent: _____ (Receipt of Hearing Results) Date: _____

Code	Type	Code	Type	Code	Type	Code	Type	Code	Type
ABFAC	Abatement From Gamm	IMRIG	Commercial Improv	LANIC	Commercial Land	NCA	Ag Improv New Const	NOR	Residential Improv New Const
ABFUR	Abatement From Total Tax	IMPRN	Residential Improv	LANDR	Residential Land	NCE	Comm Improv New Const	NCR	Residential 1 and New Const
IMPSA	Agriculture Improv	LANDA	Agriculture Land	MKTLR	Market Value Total	NCCL	Comm New Const Land	NYOCC	Residential Heat Tr Improv NC
								TYR	Taxable

5715

TAX BILL

22116

2015 JOINT GOVERNMENTAL REAL PROPERTY TAX STATEMENT

Property Account #: 45-540-03-38-00-0-00-000

Pay your bill online at www.jacksongov.org

PIN# 151318

ACCOUNT VALUE	
DESCRIPTION	2015
Market Value Total	\$447,750
Taxable Value Total	\$143,280
Assessed Value Total	\$143,280

TCA: 022
 Lender:
 Location: 9617 E M 350 HWY



45-540-03-38-00-0-00-000
 DICK SMITH FORD INC
 9505 E 350 HWY
 RAYTOWN MO 64133

22116

TAX DISTRIBUTION		
AGENCY	LEVY	AMOUNT
RAYTOWN SCHOOL C-II	6.3200	9,055.29
FIRE DISTRICT - RAYTOWN	1.0064	1,441.97
CITY - RAYTOWN	0.5295	758.67
JACKSON COUNTY	0.4956	710.10
MID-CONTINENT LIBRARY	0.3146	450.76
METRO JUNIOR COLLEGE	0.2343	335.71
MENTAL HEALTH	0.1198	171.65
BOARD OF DISABLED SERVICES	0.0738	105.74
STATE BLIND PENSION	0.0300	42.98
Total Levy Rate	9.1240	

TAXES AND SPECIAL ASSESSMENTS

YEAR DESCRIPTION	AMOUNT BILLED	BALANCE DUE
2015 A/V Principal- Commercial	13072.87	13072.87
2015 Replacement Tax	2058.93	2058.93
Total for Tax Year 2015		\$15,131.80
Total for All Tax Years		\$15,131.80

Comment:

Description of Property (IF INCORRECT - SEE INSTRUCTIONS ON OTHER SIDE)

COMM PLAT OF GREENE ACRES---TH PT LOT 1 DAF: BEG AT SW COR SD LOT 1 TH S ALG S LI SD LOT 1 S 86 DEG 19 MIN E 340.97' TH N 37 DEG 37 MIN 49 SEC W 199.65' TO SWLY ROW LI US 350 HWY TH NWLY ALG SD SWLY ROW LI & ALG A CURVE TO LF 310.86' TH S51 DEG 03 MIN 38 SEC W340.04' TH S 02 DEG 08 MIN 09 SEC E 167.53' (KNOWN AS TR 1 CERT SUR T41 PG-39)

16110



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 12/31/2015 AT WWW.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.

Balance Due for Tax Year 2015 \$15,131.80

2015 YEAR IF PAID AFTER 12/31/2015:			
JAN	16,587.48	JUL	18,058.29
FEB	16,832.61	AUG	18,303.43
MAR	17,077.75	SEP	18,548.56
APR	17,322.88	OCT	18,793.70
MAY	17,568.02	NOV	19,038.83
JUN	17,813.16	DEC	19,283.97

45-540-03-38-00-0-00-000
 DICK SMITH FORD INC
 9505 E 350 HWY
 RAYTOWN MO 64133

DELINQUENT AFTER DECEMBER 31, 2015 TOTAL TAXES AND ASSESSMENTS DUE: \$15,131.80

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



0455400338000000006 150001513180 140000000000 130000000000 00000001513180 7



BOARD OF EQUALIZATION

JACKSON COUNTY COURTHOUSE

415 EAST 12TH STREET, SUITE 102
KANSAS CITY, MISSOURI 64106

(816) 881-3309

September 23, 2015

Dick Smith Ford
9505 E 350 Highway
Raytown, MO. 64133
Attn: Phil Smith

Appeals:2015-0606

Parcels:45-540-03-38-00-0-00-000

Dear Taxpayer:

Your appeal was heard and presented to the Board of Equalization based on an agreement between you and the Jackson County Assessment Department as to the fair market value of the property listed above for the 2015 tax year. As anticipated, and as explained to you, the Board exercised its discretion with regard to the valuation of your property on **September 15, 2015**, as allowed by Missouri Law, Jackson County Charter and Ordinance.

Attached is your copy of the appeal form which indicates the final value determined by the Board of Equalization for 2015. You have the right to pursue an appeal of this order to the Missouri State Tax Commission (STC) should you disagree with the finding of the Board providing the information enclosed. <http://www.stc.mo.gov>

You may contact the office of the Board of Equalization at 881-3309 should you have any questions regarding this notice.

Sincerely,

Jackson County Board of Equalization

Enclosures





ASSESSMENT DEPARTMENT

(816) 881-4661
Fax: (816) 881-3216

JACKSON COUNTY

Jackson County Courthouse
415 East 12th Street, First Floor Mezzanine
Kansas City, Missouri 64106
www.jacksongov.org Assessment@JacksonGov.org

DATE STIPULATION RECEIVED

(for official use only)

BEFORE JACKSON COUNTY, MISSOURI BOARD OF EQUALIZATION
STIPULATION AGREEMENT - MEMORANDUM OF SETTLEMENT

DICK SMITH FORD INC

Name of Taxpayer

Authorized Agent or Attorney

Comes now, the Jackson County Assessor and the above named Taxpayer or Authorized Agent, are in agreement to stipulate before this Board that the market value of the described property for the tax year 2015 should be revised as shown below:

Table with 5 columns: Property Type, Previous Market Value, Previous Assessed Value, Stipulated Market Value, Board Authorized. Rows include Residential, Agricultural, Commercial (772,050 / 447,750), and Business PP.

I, the undersigned Taxpayer/or Authorized Agent, hereby WAIVE my right to personally appear and hear my appeal before the Board of Equalization on the property (parcel/appeal) listed below:

PARCEL NO: 45-540-03-38-00-0-00-000

APPEAL NO: BOE2015-0606

SITUS ADDRESS: 9617 E M-350 HIGHWAY RAYTOWN MISSOURI

CODE REASON: TCA: 022 PREVIOUS CLASSIFICATION: STIPULATED CLASSIFICATION:

EXEMPT TYPE: FROM: TO: ADD [] REMOVED []

Assessor's rationale for revision: Property was purchased after January 1, 2015 and improvements were subsequently demolished. Land value was reviewed and improvements were valued at a token value.

Owner/Taxpayer/Agent Authorization

Date

Appraiser Authorization

Date

Handwritten date: 9-10-18

Requirement: If you are in agreement with the market value stipulated, this form must be signed and returned to the Assessor no later than three (3) days prior to your scheduled hearing before the Jackson County Board of Equalization.

The authorized stipulation can be faxed or emailed (please see contact information above).

Please provide an email address, we will send confirmation that this agreement was received timely.

Email: (please print clearly)

Parcel #: 45-540-03-38-00-0-00-000

Appeal #: BOE2015-0606

STATEMENT ATTACHED

45-540-03-38-00-0-06-000
 BOARD OF EQUALIZATION REAL ESTATE MARKET VALUE APPEAL

STOP! READ REVERSE SIDE FOR INSTRUCTIONS
 DO NOT WRITE IN SHADED AREAS FOR OFFICE USE ONLY

FILING DEADLINE - SECOND MONDAY IN JULY

TAX YEAR 2015 APPEAL NUMBER 2015-0606

DATE RECEIVED JUL 10 2015

2015 2015-0606

1 ADDRESS OF PROPERTY (BEING APPEALED)
 NUMBER 9617 1st DIR 1 350 Highway
 STREET NAME RAYTOWN MO 64133
 PARCEL NUMBER RAYTOWN MO 64133

3 LEGAL DESCRIPTION
 Previous Auto Dealership

4 OWNER & MAILING ADDRESS & PHONE(S)
 LAST NAME FIRST MIDDLE INITIAL
 9505 E 350 Highway
 NUMBER STREET ST. RD. AVE. ETC.
 CITY STATE ZIP
 Raytown MO 64133
 ATTN: Phil Smith
 HOME PHONE 816-353-1495 CELL PHONE
 BUSINESS PHONE COMPANY NAME
 P. Smith @ Dick Smith Ford
 EMAIL ADDRESS .com

7 ECONOMIC DATA
 INCOME TYPE PROPERTIES MUST INCLUDE INCOME/EXPENSE OPERATING STATEMENTS AND INCLUDE COPIES OF SALE CONTRACTS & APPRAISAL WITHIN LAST 3 YEARS.
 NO. OF LIVING UNITS TOTAL MONTHLY INCOME OF PROPERTY \$
 MORTGAGE AMOUNT \$
 8 NATURE & BASIS OF APPEAL
 VALUE CLASSIFICATION (explain) EXEMPT
 OTHER of property change
 9 VALUE CLAIMED
 IN MY OPINION THE PROPERTY WAS WORTH \$ 160,000 ON THE OPEN MARKET AS OF JANUARY 1 OF THE TAXABLE YEAR.
 THIS OPINION IS BASED UPON: MY JUDGMENT RECENT SELLING PRICE OUTSIDE APPRAISAL
 ASKING PRICE COMPARABLE SALES

10 ACQUISITION DATA
 DATE 5-11-15
 LAND ONLY
 PURCHASE PRICE \$ 160,000 LAND & BUILDING
 TYPE OF TRANSACTION
 REGULAR SALE CONTRACT FOR DEED FORECLOSURE
 AUCTION TRADE OTHER

11 CHANGES SINCE ACQUISITION (DESCRIBE AND GIVE TOTAL COST)
 Builders Demolished 40,000
 12 SIGNATURE & DATE
 Phil Smith 7-9-15
 OWNER/AGENT DATE

DATA ENTRY	CODES	AUTHORIZATION	RESIDENTIAL NEW CONSTRUCTION
BY DATE	TAX DIST	DATE	DATE OCCUPIED
REVIEW	SCHOOL	DATE	YEAR BUILT
AUDIT	CITY	DATE	
BY	LAND USE	DATE	
DATE	PROP. TYPE	DATE	
	REASON	DATE	

Signed Owner/Agent (RECEIPT OF HEARING RESULTS) Date
 Phil Smith 7-9-15

EXEMPTION TYPE FROM TO %

Code	Type	Code	Type	Code	Type	Code	Type
ABVFC	Abatement Frozen Comm	IMPRC	Commercial Improv	LANCG	Commercial Land	NGA	Ag Improv New Const
ABVFR	Abatement Frozen Retail	IMPRR	Residential Improv	LANON	Residential Land	NGC	Comm Improv New Const
IMPFA	Agriculture Improv	LANDA	Agriculture Land	MNLT	Market Value Total	NRCL	Residential Land New Const
							Residential Retail Tr Improv NC

Code	Type	Code	Type	Code	Type	Code	Type
PCA	Value Type	(TVR)	(MKTTL)	Code <td>Type <td>Code <td>Type</td> </td></td>	Type <td>Code <td>Type</td> </td>	Code <td>Type</td>	Type
2010	4824	Before Appeal	247,056	772,060	446,760	325,300	
		After Appeal	143,280	447,750	744,750	1,000	

MARKET VALUE NET CHANGE \$
 MARKET VALUE BEFORE OCC ADJ \$

6 PROPERTY TYPE & USE
 SINGLE FAMILY
 VACANT LAND
 AGRICULTURAL
 COMMERCIAL/INDUSTRIAL
 MULTI FAMILY
 OTHER

5 AGENT DATA (ATTACH AUTHORIZATION)
 AGENT NAME
 ADDRESS CITY ZIP
 PHONE
 TAX REP. ATTORNEY OTHER

1 B.O.E. FINDINGS
 APPRAISAL COST
 MARKET INCOME
 SALE CLASSIFICATION
 EXMP/ABATE STIPULATION
 OTHER



First American
Title Insurance Company

NATIONAL COMMERCIAL SERVICES

VIA UPS

June 10, 2015

Dick Smith Ford, Inc.
9505 E. 350 Highway
Raytown, MO 64133

REFERENCE: 682564

Enclosed are the original recorded Trustee's Deed and Owners Policy for referenced transaction.

If you have questions or concerns, please contact our office.

Regards,

Linda Vogel
Escrow Assistant

Enclosures



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
05/11/2015 04:42:50 PM
TD FEE: \$ 24.00 2 Pages

INSTRUMENT NUMBER:
2015E0039521

TRUSTEE'S DEED

THIS INDENTURE, Made this 11 day of May, 2015, by and between
GRANTOR:

John K. Shepard, Trustee of The Helen Reid Shepard Revocable Trust dated December 1, 1988, as amended February 4th, 1999, as amended, March 25th, 2003, and as amended December 8, 2005

AND

GRANTEE: Dick Smith Ford, Inc., a Missouri corporation
whose mailing address is 9505 E 350 Hwy, Raytown MO 64133

WITNESSETH: THAT THE SAID GRANTOR, in consideration of the sum of Ten Dollars, the receipt of which is hereby acknowledged does hereby these presents, Grant, Bargain, Sell and Convey unto the said GRANTEE, its successors and assigns, all the following described real estate situated in the County of Jackson and the State of Missouri, to-wit:

THAT PART OF LOT 1, GREENE ACRES, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 1, 167.53' NORTH OF THE SW CORNER THEREOF; THENCE N 48° 55' 29" E, REFERRING TO THE WEST LINE OF SAID LOT 1 AS BEING DUE NORTH AND SOUTH, A DISTANCE OF 339.87 FEET TO THE SOUTHWESTERLY LINE OF U.S. HIGHWAY #50; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE, 365.83' TO THE NORTH LINE OF SAID LOT; THENCE N 88° 35' ALONG SAID NORTH LINE, 10.65' TO THE NW CORNER OF SAID LOT 1; THENCE SOUTH 494.76' TO THE POINT OF BEGINNING.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, NOW OF RECORD.

WHEREAS, the above described property is a part of the assets of The Helen Reid Shepard Revocable Trust dated December 1, 1988, as amended February 4th, 1999, as amended, March 25th, 2003, and as amended December 8, 2005, and

WHEREAS, at the time of execution of the deed from Helen R. Shepard a/k/a Helen Marguerite Shepard to The Helen Reid Shepard Revocable Trust dated December 1, 1988, Helen R. Shepard was single and unmarried and Marguerite R. Reid was deceased, and

WHEREAS, the Trust gives Trustee the power of sale, and this Deed is given in the exercise of such power, and the Trust is in full force and effect and has not been terminated, and the Trustee herein is the duly appointed, qualified and acting Trustee,

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And said party for its successors, does hereby covenant, promise and agree to and with said GRANTEE, that at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises with the appurtenances that the same are free, clear, discharge and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of what nature or kind whatsoever: and that they will warrant and forever defend the same unto the said GRANTEE, its successors and assigns, against said GRANTOR, its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.



TRUSTEE'S DEED

THIS INDENTURE, Made this 11 day of May, 2015, by and between
GRANTOR:

John K. Shepard, Trustee of The Helen Reid Shepard Revocable Trust dated December 1, 1988, as amended February 4th, 1999, as amended, March 25th, 2003, and as amended December 8, 2005

AND

GRANTEE: Dick Smith Ford, Inc., a Missouri corporation
whose mailing address is 9505 E 350 Hwy, Raytown MO 64133

WITNESSETH: THAT THE SAID GRANTOR, in consideration of the sum of Ten Dollars, the receipt of which is hereby acknowledged does hereby these presents, Grant, Bargain, Sell and Convey unto the said GRANTEE, its successors and assigns, all the following described real estate situated in the County of Jackson and the State of Missouri, to-wit:

THAT PART OF LOT 1, GREENE ACRES, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 1, 167.53' NORTH OF THE SW CORNER THEREOF; THENCE N 48° 55' 29" E, REFERRING TO THE WEST LINE OF SAID LOT 1 AS BEING DUE NORTH AND SOUTH, A DISTANCE OF 339.87 FEET TO THE SOUTHWESTERLY LINE OF U.S. HIGHWAY #50; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE, 365.83' TO THE NORTH LINE OF SAID LOT; THENCE N 88° 35' ALONG SAID NORTH LINE, 10.65' TO THE NW CORNER OF SAID LOT 1; THENCE SOUTH 494.76' TO THE POINT OF BEGINNING.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, NOW OF RECORD.

WHEREAS, the above described property is a part of the assets of The Helen Reid Shepard Revocable Trust dated December 1, 1988, as amended February 4th, 1999, as amended, March 25th, 2003, and as amended December 8, 2005, and

WHEREAS, at the time of execution of the deed from Helen R. Shepard a/k/a Helen Marguerite Shepard to The Helen Reid Shepard Revocable Trust dated December 1, 1988, Helen R. Shepard was single and unmarried and Marguerite R. Reid was deceased, and

WHEREAS, the Trust gives Trustee the power of sale, and this Deed is given in the exercise of such power, and the Trust is in full force and effect and has not been terminated, and the Trustee herein is the duly appointed, qualified and acting Trustee,

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments an appurtenances thereunto belonging or in any wise appertaining, forever. And said party for its successors, does hereby covenant, promise and agree to and with said GRANTEE, that at the delivery of theses presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises with the appurtenances that the same are free, clear, discharge and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of what nature or kind whatsoever: and that they will warrant and forever defend the same unto the said GRANTEE, its successors and assigns, against said GRANTOR, its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

JKS

IN WITNESS WHEREOF, The said GRANTOR has hereunto executed the forgoing instrument the day and year above written.

The Helen Reid Shepard Revocable Trust
dated December 1, 1988, as amended
February 4th, 1999, as amended, March 25th,
2003, and as amended December 8, 2005

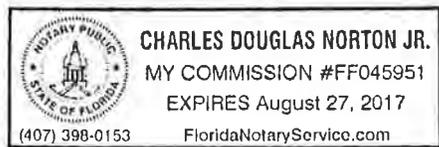
John K. Shepard, Trustee
BY: John K. Shepard, Trustee

State of Florida
County of Hillsborough

On this 8 day of May in the year 2015 before me a Notary Public in and for said state, personally appeared John K. Shepard, known to me to be the person who executed the within instrument, not individually but in his capacity as Trustee in behalf of The Helen Reid Shepard Revocable Trust dated December 1, 1988, as amended February 4th, 1999, as amended, March 25th, 2003, and as amended December 8, 2005, and acknowledged to me that he executed the same for the purposes therein stated.

Charles Douglas Norton Jr.
Notary Public

My commission expires:



REAL PROPERTY CERTIFICATE OF VALUE – JACKSON COUNTY, MISSOURI

(REQUIRED TO BE FILLED WITH DEED AT TIME OF RECORDING)

Please type or print all information. This form must be prepared by the Buyer or his/her Representative.

Grantor's (Seller) Name: The Helen Reid Shepard Revocable Trust Dated December 1, 1988

Grantee's (Buyer) Name: Dick Smith Ford, Inc.

Address of Property: 9601 E. 350 Highway
Raytown, MO

Grantee's address, if different from above:
9505 E 350 Hwy Raytown MO 64133

Parcel ID Number: 45-540-03-39-00-0-00-000

**FOR OFFICE USE ONLY
DO NOT WRITE IN THIS SPACE**

- 1. Is this newly constructed residential property? YES Date occupied: ___/___/___ NO
- 2. Is this vacant land? YES NO
- 3. Intended use of property: Present Use Renovation New Development / Construction
Other
- 4. Check if the transaction transfers property in any of the following ways:

<input type="checkbox"/> sale for delinquent taxes	<input type="checkbox"/> by deed pursuant to merger, consolidation, sale or transfer of substantially all of the assets of a corporation.
<input type="checkbox"/> sale of cemetery lot	<input type="checkbox"/> by deed as a part of the contribution to the capital of a corporation, partnership, limited liability company, or other similar entity.
<input type="checkbox"/> lease or transfer of severed mineral interests by order of any court	<input type="checkbox"/> by deed executed by personal representative to convey to devisees or heirs property passing by testate or intestate succession.
<input type="checkbox"/> by executory contract for deed	<input type="checkbox"/> by deed which conveys property held in name of any partnership, not a family, to any partner or his or her spouse.
<input type="checkbox"/> by lease or easement	<input type="checkbox"/> by deed which is a gift of property.
<input type="checkbox"/> to or from the United States, the State of Missouri, or any agency, or political subdivision thereof.	<input type="checkbox"/> by deed between family members, or to or from a family corporation, partnership, or trust for the benefit of a family member, for no consideration.
<input type="checkbox"/> for purpose of confirming, correcting, modifying, or supplementing a previously recorded deed, without additional consideration.	
<input type="checkbox"/> solely for the purpose of releasing security for a debt or other obligation.	
<input type="checkbox"/> by deed of partition	
<input type="checkbox"/> by deed where no money or other valuable consideration is given for the transfer.	

IF ANY OF THE ABOVE ITEMS IN THE SHADED BOX ARE CHECKED, PLEASE PROCEED TO #11 BELOW

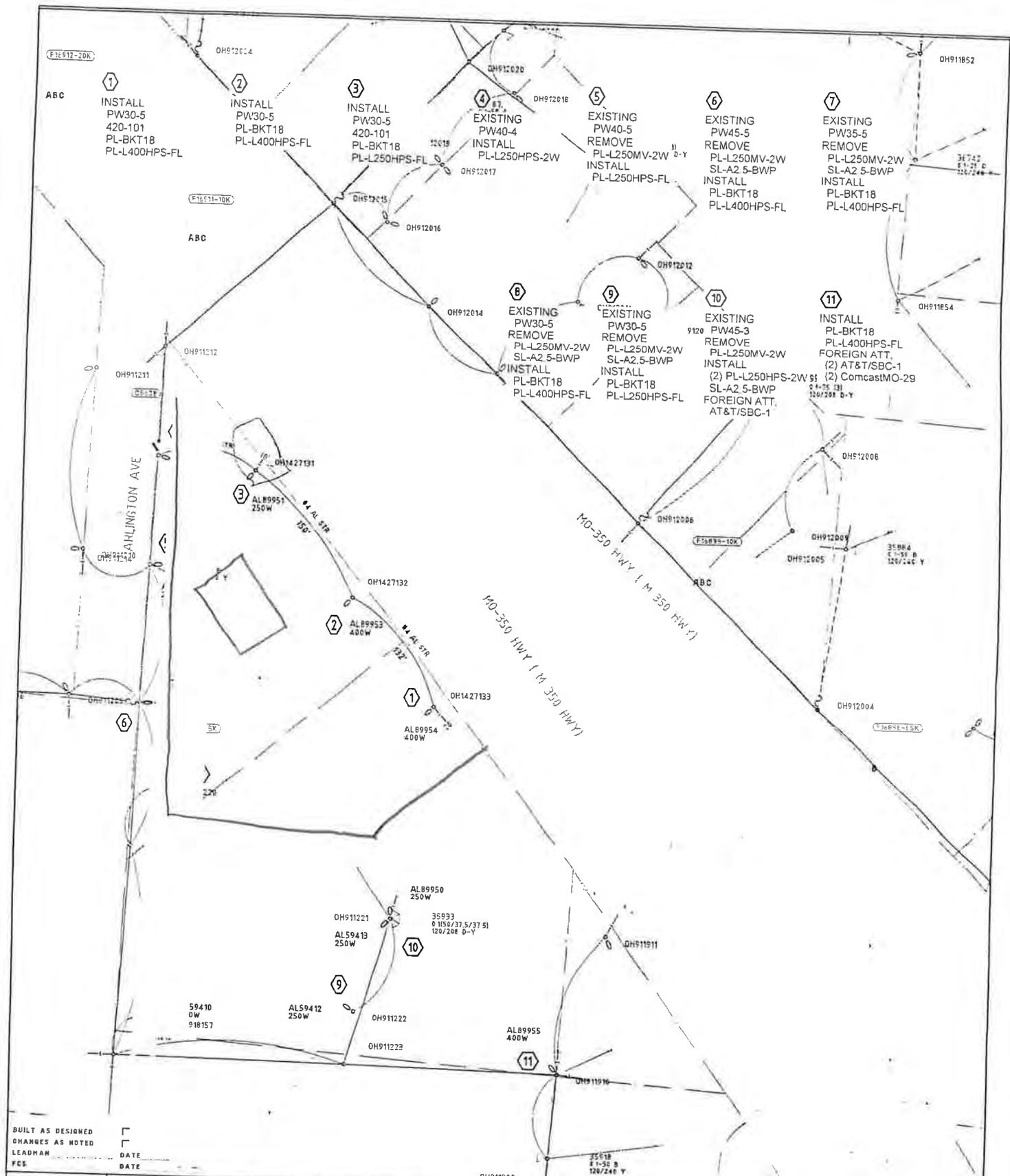
- 5. Total Sales Price (including all assumed mortgages and liens): \$ 250,000.00
Points were paid by: SELLER BUYER NONE
- 6. Was there new financing? YES NO Did financing concessions affect sales price? YES NO
- 7. Is this deed part of a trade? YES NO
- 8. Was any personal property included in the sale price? (For example: furniture, equipment, machinery, livestock, crops, business franchise or inventory... etc.) YES NO
Please describe: _____
- 9. Was this transaction at arm's length? YES NO
(An arm's length transaction is one between unrelated parties under no duress.)
- 10. If you believe this transaction does not represent market value, please attach any additional information that you want the county assessor to consider.
- 11. I certify, under penalties of law, that this statement has been examined by me and, to the best of my knowledge and belief, is a true, correct and complete statement.

ANY PERSON WHO FAILS TO FILE A COMPLETED CERTIFICATE OF VALUE WHEN REQUIRED BY LAW, OR WHO KNOWINGLY FILES A FALSE CERTIFICATE, MAY BE PUNISHED BY A FINE OF UP TO \$1,000.

5/11/15
Date

[Signature]
Signature of Grantee/Representative
Phillip R Smith
Print Name and Position
Exec V-P

For assistance in filing this form,
Call the Assessor's Office at (816) 881-3530
415 E. 12th St., Suite 100M
Kansas City, MO 64106-2752



BUILT AS DESIGNED
 CHANGES AS NOTED
 LEADMAN _____ DATE _____
 FCS _____ DATE _____

EXISTING -----
 INSTALL -----
 REMOVE -----
 MODIFY -----

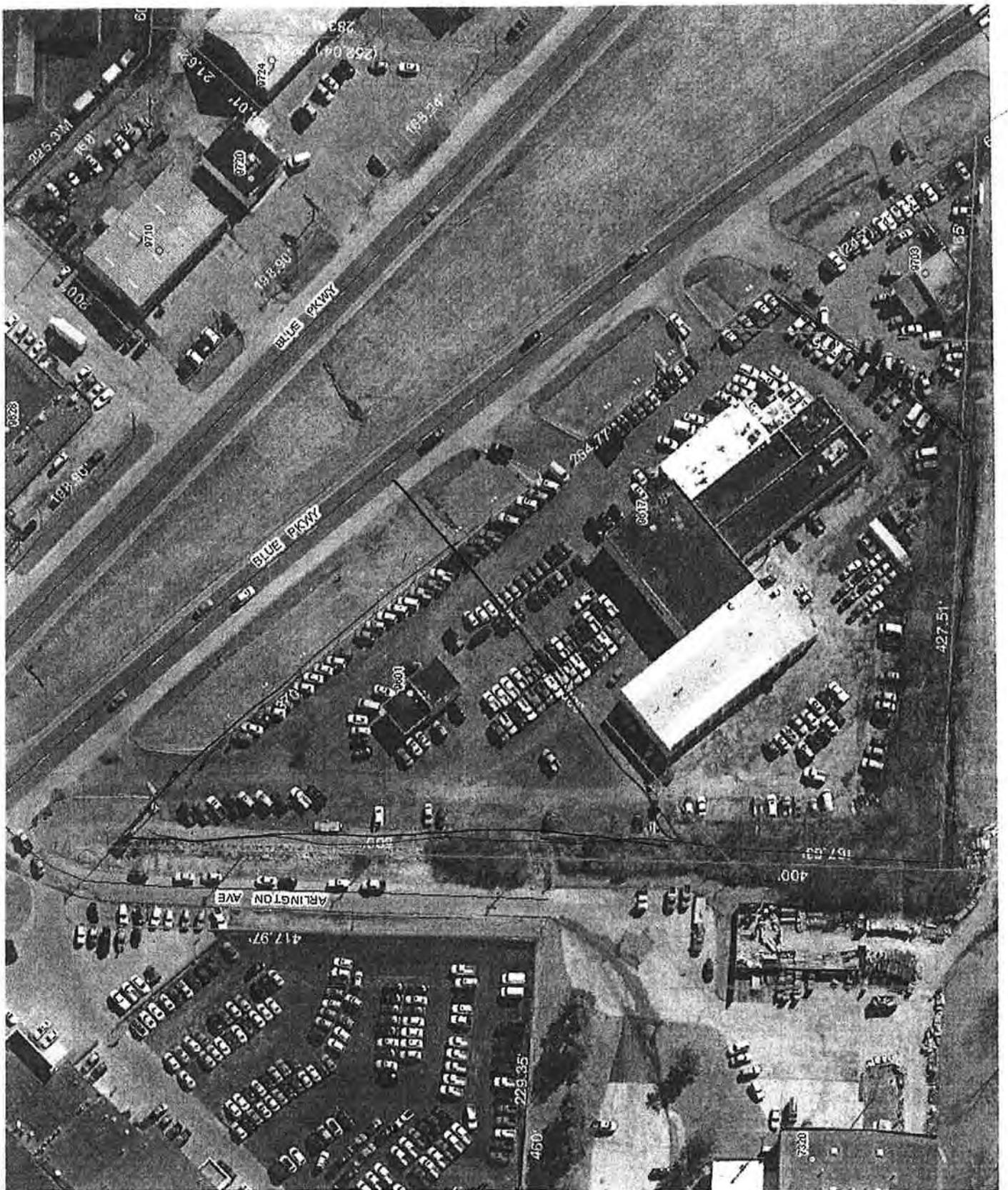


CONTACTS
 PROJECT DESIGNER: PHIL INGRAM
 PHONE 816-347-4339
 CUSTOMER: DICK SMITH FORD
 PHONE 816-353-1495

T/R/S/D/S: 48N/32W/E	REV	DATE	BY	CHECKED	REVIEWED
TITLE: DICK SMITH FORD	PRJ#	DS-41001			
ADDRESS: 9505 E 350 HWY	WR#	717552			
CITY: RAYTOWN	SEC DIST	NA			
COUNTY: JA	CIRCUIT	33011603			
STATE: MO	ZIP:	64133			
12 KV	JOB TYPE:	INDLT			
	SHEET:	1 OF 1			

All facility locations should be field verified

LEES SUMMIT
 DESIGNED BY INGRAM
 REVIEWED BY TTT
 DATE: 11-11-1111
 717552-1



Phase ① Approx \$2000

CITY OF RAYTOWN

FINAL SITE PLAN REVIEW CHECKLIST

A. FINAL SITE PLAN CONTENT REQUIREMENTS:

1. North arrow	Yes	
2. Scale	Yes	
3. Vicinity map	Yes	
4. Area of land in square feet and percentage of green space	Yes	
5. Phasing Schedule	Yes	
6. Name of design professional who prepared the drawings, and the seal of a design professional licensed in the State of Missouri		
7. Existing and proposed finish grades of the site at intervals of two (2) feet or less		
8. Compliance with applicable design standards for the Highway 350 Corridor		
9. All existing or proposed public or private easements (location, width and centerline)		NO
10. Location of existing and proposed fire hydrants.	Yes	
11. Existing and proposed public and private streets, medians, driveways, curb cuts and turning lanes within 185 feet of the property	Yes	
12. Existing and proposed internal and adjacent rights-of-way, (location, width, centerline, curb cuts, median breaks, turning lanes and radii)	Yes	NO
13. Existing and proposed internal and adjacent private drives, (location, width, centerline, curb cuts, median breaks, turning lanes and radii)	Yes	
14. Existing and proposed, internal and adjacent, public and private sidewalks and pedestrian ways (location and width)	Yes	NO
15. Existing and proposed parking areas (spaces and handicap spaces, dimensions, and a schedule showing the total number of spaces and handicap spaces)	Yes	
16. Areas located within the 100-year flood plain	Yes	
17. Existing and proposed storm water collection, detention, and retention facilities (location, dimensions, capacity and final plans)		
18. Erosion control plans		
19. Existing and proposed buildings or structures (location, dimensions, number of stories and area)		NO
20. Ground mounted mechanical equipment and screening (location, dimensions and materials)		NO
21. Elevations of all existing and proposed buildings (exterior building and roofing materials)		NO
22. Location, dimensions, size and materials for any existing and proposed retaining walls	Yes	
23. Exterior signage (location, dimensions, size, type and exterior materials)		NO
24. Existing and proposed trash enclosures (location, dimensions and materials)		NO

CITY OF RAYTOWN
FINAL SITE PLAN REVIEW CHECKLIST

CITY OF RAYTOWN

FINAL SITE PLAN REVIEW CHECKLIST

25. Distance between buildings, buildings and property lines, and building and parking areas		NO
26. Distance between parking areas, parking areas and property lines, and parking areas and buildings		NO

B. LANDSCAPE PLAN CONTENT REQUIREMENTS:

1. Scale at 1" = 20' to 50'		
2. North reference		
3. Location and size of all utilities on the site		
4. Location of all existing and proposed impervious surfaces (i.e. sidewalks, parking areas, etc.)		
5. The location of all existing and proposed buildings and structures.		
6. Location (with their mature crown spread drawn to scale), condition, size and quantity of all proposed landscaping materials. Plant materials shall be identified by both the common and botanical name		
7. Location, size and common name of all existing plant materials to be retained. Every effort should be made to retain trees of 12" diameter (at 5 feet above the ground) or larger		
8. Location and common name of 12" diameter or larger (at 5 feet above the ground) trees, which are to be removed		
9. Notation of all areas to be seeded or sodded		
10. Location, size and materials to be used for all screening and/or outside trash enclosure areas		
11. All portions of the site not covered with paving or buildings shall be landscaped. Open areas not covered with other materials shall be covered with turf or ground cover. Ground cover shall be utilized on all slopes in excess of twenty-five percent (25%)		
12. Each interior parking lot landscaped area is situated within the parking lot so that it is surrounded by parking lot pavement on at least three (3) sides		
13. Each interior parking lot landscaped area contains at least on (1) tree, which is adaptable to the environment of parking areas, and the remaining area is landscaped using shrubs, ground cover and other suitable landscaping material		
14. Each landscaped area is separated from the pavement material by straight-back concrete curbing or by an integral concrete sidewalk and curb with a vertical face so as to prevent vehicle encroachment and pavement breakup		
15. A table or chart indicating that the there is a minimum of one (1) tree and two (2) shrubs per 5,000 square feet of total lot area (excluding single-family and duplex development)		

CITY OF RAYTOWN

FINAL SITE PLAN REVIEW CHECKLIST

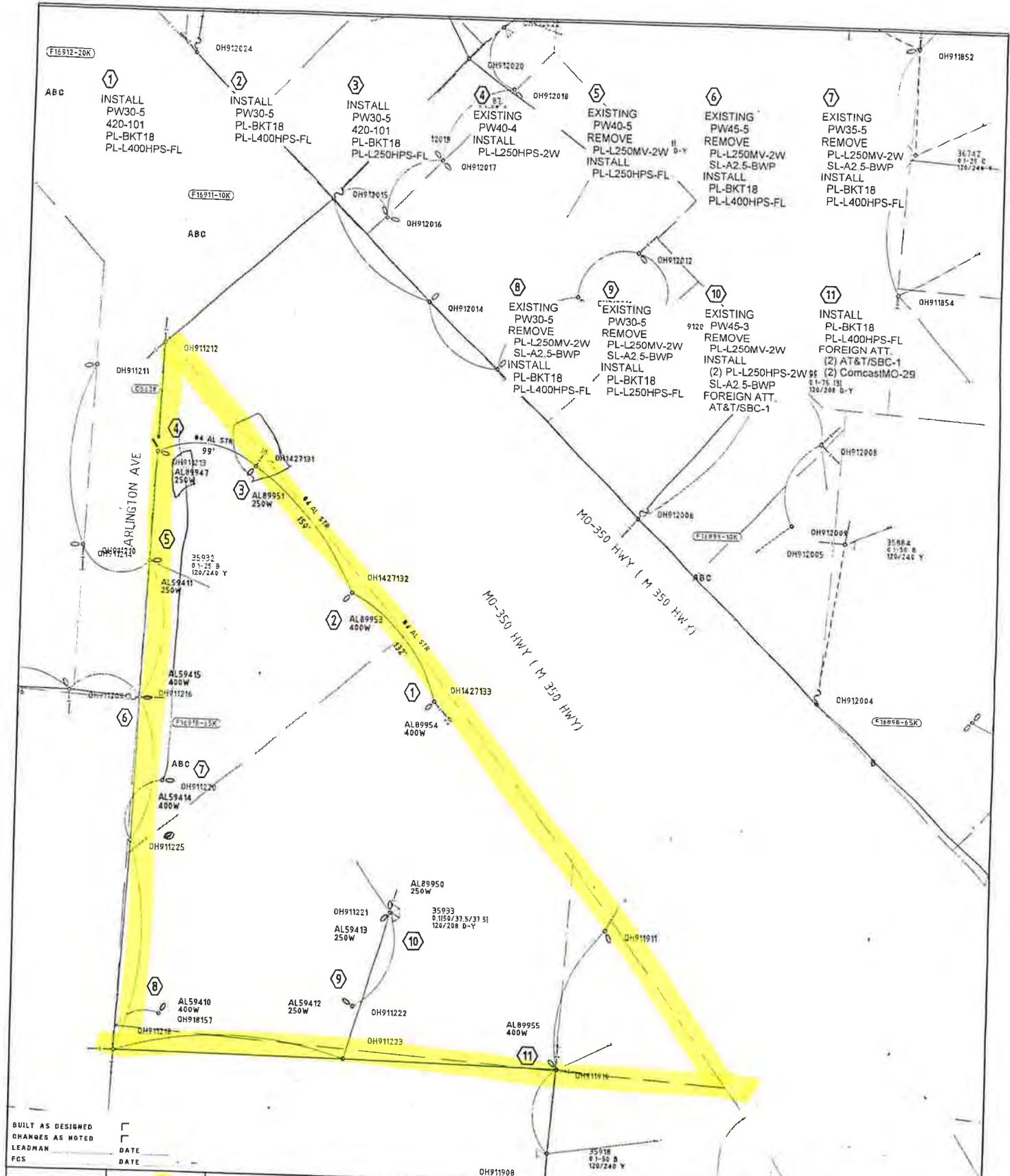
	YES	NO
16. A table or chart indicating the interior landscaping of any parking lot containing more than one aisle in width (excluding automobile storage and sales lots) complies with the following (the trees and shrubs used to meet the requirements of comment 16 above shall not be counted toward this requirement)		
a.a.a. The minimum requirement for parking lot interior landscaping is not less than two and one-half percent (2.5%) of the total parking lot square footage		NO
a.a.b. The number of trees used in the parking lot interior is not less than one (1) for each two hundred (200) square feet, or portions thereof, of required parking lot interior landscaping		

①

Figure 1 - Project Location Map



 Oxford Environmental and Safety, Inc.	Source: Jackson County, Missouri GIS	Project Number: PJC-PH2-13003
	 The north arrow indicator is an approximation of 0° North.	Project Name: Fasenmyer Property, Raytown, Missouri



BUILT AS DESIGNED
 CHANGES AS NOTED
 LEADMAN _____
 FGS _____

DATE _____
 DATE _____

EXISTING -----
 INSTALL -----
 REMOVE - - - - -
 MODIFY -----



CONTACTS
 PROJECT DESIGNER: PHIL INGRAM
 PHONE 8-816-347-4339
 CUSTOMER: DIK SMITH FORD
 PHONE 8-816-353-1495

T/R/S/GS 49N/32W/B	PRJ# D5-41001
TITLE: DICK SMITH FORD	WR# 717552
ADDRESS: 9505 E 350 HWY	SEC DIST: NA
CITY: RAYTOWN	DRCUT: 33011x03
COUNTY: JA	
STATE: MO	ZIP: 64133
12 KV	JOB TYPE: 1NBLT
SHEET: 1 OF 1	

REV	DATE	BY	CHECKED	REVIEWED
All facility locations should be field verified				
KCP&L				
LEES SUMMIT				
DESIGNED BY: INGRAM				
REVIEWED BY: ???				
DATE: 7-7-77				
717552-1				

3

LA SALA-SONNENBERG

COMMERCIAL REALTY CO.

AERIAL



Carl LaSala
 Carl@LaSala-Sonnenberg.com
 913-956-5805

6310 Lamar Ave, Suite 100
 Overland Park, KS 66202
 913.956-5805
 www.LaSala-Sonnenberg.com



Disclaimer: All information furnished regarding property for sale or lease is from sources believed to be reliable, but we cannot guarantee the accuracy thereof, and same is submitted subject to errors, change of price, or other conditions, prior to sale or lease, or withdrawal without notice.

4

THE Tiehen Group INC.

Property Management • Leasing & Brokerage Services

June 18, 2014

3401 College Blvd, Suite 250
Leawood, Kansas 66211

(913) 648-1188
FAX: (913) 648-8844

Mr. Carl LaSala
LaSala Sonnenberg
6310 Lamar, Suite 100
Overland Park, KS 66202

Re: Letter of Intent to Purchase
9611 E. 350 Highway

Dear Carl,

On behalf of Dick Smith Ford (the buyer) I'd like to submit the following offer to purchase the above referenced property. Here are the key terms:

- Property: 9611 E. 350 Highway, approximately 1.44 acres in Raytown, Missouri.
- Buyer: Dick Smith Ford
- Purchase Price: \$200,000. Earnest Money of \$5,000.00 to be deposited at the title company and applied toward the purchase price at Closing. The balance to be paid in cash or guaranteed funds at Closing.
- Inspection Period: Buyer shall have thirty (30) days from the date of the Contract in which to perform its inspections on the Property and perform a Phase I and Phase II Environmental report during its Inspection Period at Buyer's cost.
- ALTA Survey: Buyer shall have the right to conduct an ALTA/ACSM Land Title Survey of the Property during its Inspection Period at Buyer's Cost.
- Purchase Contingency: This offer is subject to purchasing the adjoining property located at 9617 E. 350 Highway, 2.83 acres in Raytown, Missouri.
- Title Insurance: Seller shall be responsible for a title insurance policy from the title company in the amount of the Purchase Price, guaranteeing marketable fee simple title to Buyer.
- Closing: Closing shall take place within thirty (30) days from the completion of the Inspection Period, or earlier with consent of the parties.
- Plans & Reports: Within five (5) days from the date of the Contract, Seller shall provide Buyer with copies of all existing building plans, construction drawings, surveys and environmental report.



CERTIFIED PROPERTY MANAGER



CERTIFIED COMMERCIAL INVESTMENT MEMBER

5

PHASE I ESA QUESTIONNAIRE

Pursuant to ASTM E 1527 Appendix X3, in order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), the user must conduct the following inquiries required by 40 CFR 312.25, 312.28, 312.29, 312.30, and 312.31. Failure to conduct these inquiries could result in a determination that "all appropriate inquiry" is not complete. The user should provide the following information to the environmental professional. This form represents a type of interview and as such, the user has an obligation to answer all questions in good faith, to the extent of his or her actual knowledge.

1. Did a review of land title records (or judicial records where appropriate) identify any environmental cleanup liens filed or recorded against the subject property under federal, tribal, state or local law?
 No Yes **If yes, please explain.** *Do Not Know*

2. Did a review of land title records (or judicial records where appropriate) identify any activity and land use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the subject property and/or have been filed or recorded in a registry under federal, tribal, state, or local law?
 No Yes **If yes, please explain.** *Do Not Know*

3. Do you have any specialized knowledge or experience related to the subject property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the subject property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?
 No Yes **If yes, please explain.** *This Property was previously used as a Car Dealership.*

4. Does the purchase price being paid reasonably reflect the fair market value of the subject property?
 No Yes Not Applicable **If no, please explain.**

If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?
 No Yes **If yes, please explain.** *N/A*

5. Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example:

- (a) Do you know of the past uses of the property?
 No Yes
- (b) Do you know of specific chemicals that are present or were once present at the property?
 No Yes
- (c) Do you know of spills or other chemical releases that have taken place at the property?
 No Yes *We are aware of previous Phase 1 & 2 (No longer valid)*
- (d) Do you know of any environmental cleanups that have taken place at the property?
 No Yes

Please explain any **yes** answers.

PHASE I ESA QUESTIONNAIRE

6. Based on your knowledge and experience related to the subject property are there any obvious indicators that point to the presence or likely presence of contamination at the subject property?
 No Yes **If yes, please explain.** *N/A*

Proceedings Involving the Property (ASTM E 1527 § 10.9)

- (1) Do you know of any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the property? No Yes
(2) Do you know of any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the property? No Yes
(3) Do you know of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?
 No Yes

Please explain any **yes** answers.

Helpful Documents Checklist

Pursuant to ASTM E 1527 §10.8, do you know whether any of the following documents exist related to the subject property, and if so, whether copies will be provided to PSI for review? If so, please submit such documentation to PSI as soon as practical. Please check all that apply.

- Environmental site assessment reports (for example: Phase I/II ESAs or Tier 1/2 RBCA reports)
 Environmental compliance audit reports; or risk assessments
 Environmental permits (for example: solid waste disposal permits, hazardous waste disposal permits, wastewater permits, NPDES permits, underground injection permits, aboveground storage tank permits); or hazardous waste generation notices or reports
 Registrations for above or underground storage tanks, or underground injection systems
 Safety data sheets (formerly known as Material Safety Data Sheets or MSDSs)
 Community right-to-know plans; safety plans; preparedness and prevention plans; spill prevention, countermeasure and control (SPCC) plans; etc.
 Notices or other correspondence from any governmental agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens encumbering the property
 Geotechnical studies; or reports regarding hydrogeologic conditions on the property or surrounding area
 Recorded activity and land use limitations (AULs)

Dick Smith Sr - Phil R Smith
Name (Authorized User Representative)
[Signature]
Signature

Exec V.P. - GM
Title
7-24-14
Date

Please return this form along with the signed and completed Proposal Authorization & Payment Instructions and Contact Information forms, all of which are a part of this proposal, to PSI as your authorization to begin work on this project.

VAPOR ENCROACHMENT SCREENING QUESTIONNAIRE

Per ASTM E 2600-10 §6 and Appendix X3, the User should provide the following information to the environmental professional. This form represents a type of interview and as such, the User has an obligation to answer all questions in good faith, to the extent of his or her actual knowledge.

1. Currently, what type of property is the subject property?
 Commercial Industrial Residential Multi-Tenant Vacant Land
2. Are there buildings on the subject property?
 Yes No Unknown (if **yes**, indicate number and construction type)
3. Will buildings or structures be constructed on the subject property in the future?
 Yes No Unknown (if **yes**, indicate number and construction type)
4. How many levels/floors above grade exist or are proposed? *Unknown*
5. If buildings exist or are proposed, do/will they have elevators?
 Yes No Unknown
6. What type of below-grade level exists or is proposed?
 Full/Partial Basement Crawl Space Parking Garage Multi-Level
 None/Unknown (if **none/unknown**, skip to question 11)
7. Is there ventilation currently/proposed in the below-grade level?
 Yes No Unknown
8. What is the type of floor existing or proposed at the below-grade level?
 Concrete Soil Floating Stone Other Unknown
9. Are there sump pumps, floor drains or trenches existing or proposed in the below-grade level?
 Yes No Unknown

VAPOR ENCROACHMENT SCREENING QUESTIONNAIRE

10. Are basement walls and/or floors sealed or proposed to be sealed with waterproof paint or epoxy coatings?
- Yes No Unknown
11. Is there a radon or methane mitigation system installed or proposed?
- Yes No Unknown (If yes, please indicate if passive or active)
12. What type of heating system exists or is proposed in the building? (check all that apply)
- Hot Air Circulation Hot Air Radiation Hot Water Radiation
- Hot Water Circulation Fireplace Radiant Floor Heat Fuel Oil Furnace
- Electric Baseboard Heat Pump Wood Stove Steam Radiation
- Coal Furnace Kerosene Heater Used Oil Heater Natural Gas Furnace
- Other *Other Sources Unknown*
13. How are the utility systems fueled/powered or proposed to be fueled/powered? (check all that apply)
- Natural Gas Propane Kerosene Coal Wood Electricity
- Fuel Oil Solar Wind Other
14. What ventilation systems exist or are proposed? (check all that apply)
- Central Air Conditioning Mechanical Fans Kitchen Range Hood Fan
- Evaporative Cooling Outside Air Intake Bathroom Ventilation Fans
- Window/Package Air Conditioning Other *Unknown*
15. Is the building maintained or proposed to be maintained under positive or negative pressure?
- Positive Negative No Unknown

VAPOR ENCROACHMENT SCREENING QUESTIONNAIRE

16. What percentage of paved ground exists or is proposed to surround the building?
Apr ox. 75%
17. Are existing paved or landscaped areas proposed to be altered?
 Yes No Unknown
18. Have there ever been any environmental problems at the subject property?
 Yes No Unknown (if yes, please describe)
19. Does/will a gas station or dry cleaner operate anywhere on the subject property?
 Yes No Unknown
20. Do/will any of the tenants use hazardous chemicals in relatively large quantities on the subject property?
 Yes No Unknown
21. Have any tenants ever complained about odors in the building or experienced health-related problems that may have been associated with the building?
 Yes No Unknown
22. Are the current or proposed operations on the subject property OSHA or EPA regulated?
 Yes No Unknown
23. Are there any existing or proposed underground or aboveground storage tanks (ASTs/USTs) on the subject property?
 Yes No Unknown (if yes, please describe)
24. Are there sensitive receptors (for example: children, elderly, people in poor health, and so forth) that occupy or will occupy the subject property?
 Yes No Unknown (if yes, please describe)
25. What is the reason that the Vapor Encroachment Screening (VES) is being performed?
Required Prior to Purchase

VAPOR ENCROACHMENT SCREENING QUESTIONNAIRE

26. Is the subject property undergoing some sort of transaction?

Sale Purchase Lease Refinance No Other

27. Do you have any specialized knowledge or previous reports that may be pertinent to the VES?

Yes (please attach or send) No

All Ready Supplied.

Partial Phase ① & ②

PLEASE ATTACH PAGES AS NECESSARY TO ANSWER ALL QUESTIONS AS FULLY AS POSSIBLE

Dick Smith Ford - Phillip R Smith *Exec V-1-6m*
Name (Authorized User Representative) Title

[Signature] *7-24-14*
Signature Date

Please return this form along with the signed and completed Proposal Authorization & Payment Instructions, Phase I ESA Questionnaire and Contact Information forms, all of which are a part of this proposal, to PSI as your authorization to begin work on this project.

PROPOSAL AUTHORIZATION & PAYMENT INSTRUCTIONS

Authorization

To execute this proposal, please sign and complete the authorization information below along with applicable payment instructions, and return one copy of the authorized proposal to our office.

MIKE GATSCHEK
Authorized By (please print)
Ass. General Manager
Title

Dick Smith Ford.
Signature
Firm

9505 E. 350 Hwy. Raytown MO
Address

Missouri 64133 816 353-1495
City State Zip Code Telephone

7-24-2014 \$2200 Phase Agreement
Date Purchase Order No. / Project Tracking No. (if applicable)

Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

Firm Attention _____

Address Title _____

City State Zip Code Telephone _____

Authorizing Party's Relationship to Invoice Payment Party

If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:

Firm Attention _____

Address Title _____

City State Zip Code Telephone _____

Authorizing Party's Relationship to Invoice Approval Party

CONTACT INFORMATION SHEET

Please provide contact information for the parties below (if known) and return to PSI along with the signed and completed Proposal Authorization & Payment Instructions and User Questionnaire.

PRIMARY USER CONTACT

Name

Address

City/State/Zip

Phone

CURRENT OWNER

Name

Address

City/State/Zip

Phone

CURRENT FACILITY OPERATOR

Name

Address

City/State/Zip

Phone

OTHER PARTIES LIKELY TO HAVE MATERIAL INFORMATION REGARDING PROPERTY

Name

Address

City/State/Zip

Phone

SECONDARY USER CONTACT (if any)

Name

Address

City/State/Zip

Phone

KEY SITE MANAGER

Name

Address

City/State/Zip

Phone

PAST OWNER OR OPERATOR

Name

Address

City/State/Zip

Phone

Name

Address

City/State/Zip

Phone

GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added, as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum for the maximum interest rate permitted under applicable law, until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment in Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK; CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS, TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENCE IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUAL ENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.**
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, course of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Attachments: Proposal Authorization & Payment Instructions
 Phase I ESA Questionnaire
 Vapor Encroachment Screening Questionnaire
 Contact Information Sheet
 General Conditions

9601-9617 E. 350 Highway
PSI Proposal Number 0603-128392

July 10, 2014

ATTACHMENTS

July 10, 2014

Mr. Mike Gatschet
Dick Smith Ford
9505 E. 350 Highway
Raytown, Missouri 64133

Subject: Proposal for
Phase I Environmental Site Assessment Services
9601 E. 350 Highway & 9617 E. 350 Highway
Raytown, Missouri
PSI Proposal 0603-128392

Dear Mr. Gatschet:

Professional Service Industries, Inc. (PSI) is pleased to submit this proposal to conduct a Phase I Environmental Site Assessment (ESA) at the subject property. Presented below is a review of provided project information along with the proposed scope of services, information about User responsibilities, our proposed schedule and fee.

PROJECT UNDERSTANDING

PSI understands that the subject property consists of two (2) adjoining parcels at 9601 E. 350 Highway and 9617 E. 350 Highway in Raytown, Missouri. Based upon information of the Jackson County Online Parcel Viewer, PSI understands 9601 E. 350 Highway is approximately 1.41-acres and 9617 E. 350 Highway is approximately 2.78-acres. PSI understands the properties are currently vacant and were most recently used for an automotive dealership. Mr. Gatschet provided PSI with a Phase I ESA completed by GeoSystems/Kleinfelder dated August 11, 2004, and a Phase II ESA completed by Oxford Environmental and Safety, Inc. dated July 29, 2013.

In the absence of provided information, PSI assumes that your purpose for having the Phase I ESA performed is to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations (hereinafter called the landowner liability protections or LLPs) in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

The scope of services presented below is intended to satisfy this purpose.

PHASE I ESA SCOPE OF SERVICES

PSI will perform the Phase I ESA to search for evidence of recognized environmental conditions in connection with the subject property. PSI proposes to perform the Phase I ESA in general accordance with Standard Practice ASTM E 1527-13 for Environmental Site Assessments: Phase I Environmental Site Assessment Process (E1527). Our services will also conform with the 2005 version of the E1527 although ASTM has superseded/withdrawn that version.

PSI will perform the assessment under the supervision of an environmental professional (EP) as defined in 40 CFR 312.10. The scope of services will include:

- environmental records review;
- reconnaissance;
- interviews;
- a Tier 1 Vapor Encroachment Screen (VES); and
- preparation of a written report.

PSI will review environmental regulatory database information regarding environmental conditions on and surrounding the subject property, physical setting sources, and historical information sources regarding the past uses of the property.

We will also ask you for and review other helpful documents that are practically reviewable that by you, the property owner, and key site manager (if any is identified) provide to us regarding environmental conditions on the subject property.

Reconnaissance of the subject property will consist of observing the periphery of the property, the periphery of structures, if any, on the property, and interior portions of the property. If buildings are present, PSI will observe, where possible, accessible interior common areas, maintenance and repair areas, and a representative number of occupied spaces. PSI requires that you have the right to permit our access to the subject property and that you arrange for PSI to access the subject property, including notifying tenants.

Adjoining properties will be observed from the perimeter of the subject property and from public thoroughfares during the site reconnaissance. PSI will observe current and past uses and conditions, wherever apparent, indicating the likelihood of recognized environmental conditions (RECs). PSI will photograph selected features, uses, and conditions and include them in the report.

PSI will make reasonable attempts to conduct interviews required in E1527. PSI will conduct the interviews by phone, in writing, or in person. Parties that we propose to interview include:

- you or your designated representative as the "User" of the Phase I ESA;

- the current property owner;
- the key site manager (if any is identified);
- a representative number of nonresidential occupants (if any); and
- one or more representatives of state and/or local government agencies.

Past owners, operators, occupants, and neighboring property owners or occupants may also be interviewed.

TIER 1 VES

Subsurface vapor migration is an evolving matter associated with the potential for chemicals of concern (COC) to migrate as vapors as a result of contaminated soil and groundwater. E1527 requires the Environmental Professional (EP) to evaluate:

“...the movement of hazardous substances or petroleum products in any form, including, for example, solid and liquid at the surface or subsurface, and vapor in the subsurface.”

USE OF STANDARD GUIDE E-2600-10

ASTM published Standard Guide E 2600-10 for Vapor Encroachment Screening (VES) on Property Involved in Real Estate Transactions (E2600) in 2010. The purpose of the Guide is to provide a useful process for conducting a VES on a property involved in a real estate transaction. The goal the E2600 VES is to identify a vapor encroachment condition (VEC), defined as:

“...the presence or likely presence of COC vapors in the sub-surface of the target property (TP) caused by the release of vapors from contaminated soil or groundwater either on or near the TP ...”

E1527 references E2600 but does not endorse its use nor any other process for the assessment of soil vapor. PSI considers:

- the scope and goal described in E2600 to be consistent with the goals of E1527; and
- the process in E2600 Guide to be customary practice for assessing subsurface vapor encroachment in commercial sites assessments.

Therefore, PSI's assessment of soil vapor is based on the E2600 Tier 1 VES.

METHODOLOGY

Tier 1 of the E2600 VES uses information collected as a normal part of the E1527 ESA. PSI proposes to:

REPORT

PSI will prepare a report of our findings and provide one (1) electronic (.pdf format) copy. One (1) hardcopy can be provided upon request at no additional fee. The report will include a summary section at the beginning that contains the identified on-site or off-site, historical or current recognized environmental conditions, any data gaps encountered, and the impact of those data gaps on the assessment. The remainder of the report will include the methodology and resources used and the data gathered.

PLEASE CHOOSE ONE OF THE FOLLOWING THREE (3) OPTIONS REGARDING RECOMMENDATIONS:

- Recommendations based on the findings and conclusions of the assessment will be provided in the report
- Recommendations based on the findings and conclusions of the assessment will be provided in a letter separate from the report.
- Recommendations will not be provided as part of this assessment.

If none of the above boxes are checked, recommendations WILL BE PROVIDED as part of this assessment.

The report will be provided for reliance by Dick Smith Ford. If other parties are to rely on the reports, please provide that information to PSI in writing prior to PSI's issuance of the report, or the fee terms in the Third Party Reliance section of this proposal will apply.

This Phase I ESA is not designed as a comprehensive survey for mold or physical deficiencies conducive to mold. It is not intended to reduce the risk of the presence of mold and physical deficiencies conducive to mold nor is it to eliminate the risk that mold or physical deficiencies conducive to mold may pose to the buildings or building occupants. The services proposed herein are conventional in nature and do not include any special services that may lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminant amplification in buildings. You may be aware that mold is abundant throughout nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold infestations cannot be completely eliminated. The client acknowledges that mold is ubiquitous to the environment with mold amplification occurring when building materials are impacted by moisture. Client further acknowledges that site conditions are outside of PSI's control, and that mold amplification will likely occur, or continue to occur, in the presence of moisture. As such, PSI cannot and shall not be held responsible for the occurrence or reoccurrence of mold amplification.

USER RESPONSIBILITIES

E1527 describes certain responsibilities of the User of the Phase I ESA to conduct inquiries and provide information to the EP. ASTM E 1527 makes it the user's responsibility to conduct the inquiries and provide the information (if available) to the EP. Failure to do so could result in a determination that all appropriate inquiry is not complete. Furthermore, in the absence of a response to the above, PSI may not be able to render an unqualified opinion about the environmental condition of the property.

The attached Phase I ESA Questionnaire is intended to help you meet the user responsibilities in E1527. E1527 also requires that PSI review the information at or prior to the beginning of our site reconnaissance. Therefore, PSI requests that you complete the Phase I ESA Questionnaire and return it along with the executed proposal authorization to avoid project delays or additional costs caused by editing our report to incorporate the provided information. The completed Phase I ESA Questionnaire will become an integral part of the Phase I ESA report.

E1527 requires review of reasonably ascertainable recorded land title records and lien records to identify environmental liens and activity and use limitations. PSI recommends that the Client engage a title company or title professional to undertake review of reasonably ascertainable recorded land title records and lien records, and report any environmental liens or AULs so identified to PSI. PSI can subcontract the search for environmental liens and AULs if we are requested to do so. However, the cost for this is not included in our proposed fee, but is an option in the Fees section of this proposal.

E2600 also describes certain responsibilities of the User of the VES to collect and provide information to the EP. E2600-10 makes it the user's responsibility to provide the information (if available) to the environmental professional. Failure to do so could result in a determination that the screening is not complete. Furthermore, in the absence of a response to the above, PSI may not be able to render an unqualified opinion about the environmental condition of the property. The attached Vapor Encroachment Screening Questionnaire is intended to help you meet the user responsibilities in E2600 and E1527

PSI also asks that you complete the attached Contact Information sheet to provide primary and secondary contact information for your company, and if known, contact information for the current property owner or operator, key site manager, past property owner, operator, or other parties you know of who are likely to have material information regarding environmental conditions on the subject property.

THIRD PARTY RELIANCE

Third party reliance letters may be issued upon request and upon the payment of the then-current fee for such letters. All third parties relying on PSI's reports, by such

reliance, agree to be bound by this proposal and PSI's General Conditions. No reliance by any party is permitted without such agreement, regardless of the content of the reliance letter itself.

SCHEDULE

PSI proposes to deliver the report in ten (10) to fifteen (15) business days after we receive written authorization to proceed. Completion of the project may be affected by access to the property, the availability of information, and other factors.

FEES

PSI will prepare this Phase I ESA for the lump sum of \$2,200.00. The following efforts are not included in this price:

- Draft report submittals/edit cycles;
- Consultation (beyond clarifications of information presented in the Phase I ESA report);
- In-process report edits needed to incorporate required information not provided at the inception of the project;
- Extraordinary or additional research that is requested after the report is delivered and/or to address data gaps; and
- An environmental lien/AUL search (if desired, please see options provided below).

This additional work will be conducted on a time and materials basis in accordance with the following unit rates:

- Chief/Regional Scientist or Engineer \$175.00
- Principal Consultant..... \$145.00
- Senior Personnel, per hour..... \$90.00
- Project Personnel, per hour \$75.00
- Clerical Personnel, per hour \$40.00
- Mileage, per mile \$0.95
- Additional Report Hardcopies, each \$100.00

Environmental Lien/AUL search:

- First owner/parcel \$250.00
 - Each additional parcel (same owner) \$125.00
 - Each additional parcel (different owner) \$250.00
- Check here to order

Other additional services required by the client, will only be incurred after a change order has been submitted to the client and written approval from the client has been received.

If there are delays beyond the control of PSI, additional services are subject to additional costs at the rates listed on the current PSI Schedule of Fees, which is available upon request. In addition, work on weekends and holidays will be subject to additional costs at the rates listed on the current PSI Schedule of Fees. This proposal is valid for 30 calendar days, after which PSI reserves the right to modify the fees and/or schedule.

AUTHORIZATION

To authorize our services, please sign and complete the attached Proposal Authorization and Instructions for Payment form, and return one complete copy of the authorized proposal to our office. We will proceed with the work upon receipt of proposal authorization. PSI will perform the work in accordance with the attached General Conditions, which are incorporated into and made a part of this proposal.

PSI also provides an array of complementary geotechnical and materials engineering and testing services to assist our Clients in successfully assessing and developing properties such as the one referenced in this proposal. PSI's geotechnical engineers and consultants apply their experience, local geologic knowledge and thorough understanding of applicable construction practices to provide recommendations for civil site development, shallow and deep foundation systems, retaining wall systems, and groundwater control.

If requested by you, we would be pleased to provide your team with a proposal for these and other services regularly provided by PSI. Our familiarity with the site from the Phase I ESA will enable our geotechnical team to proceed quickly with a cost effective and pragmatic scope of work for the geotechnical study.

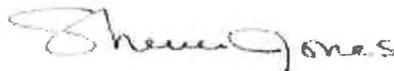
Please call with any questions you may have, or if PSI can be of additional service. We look forward to working with you on this and future projects.

Respectfully Submitted,

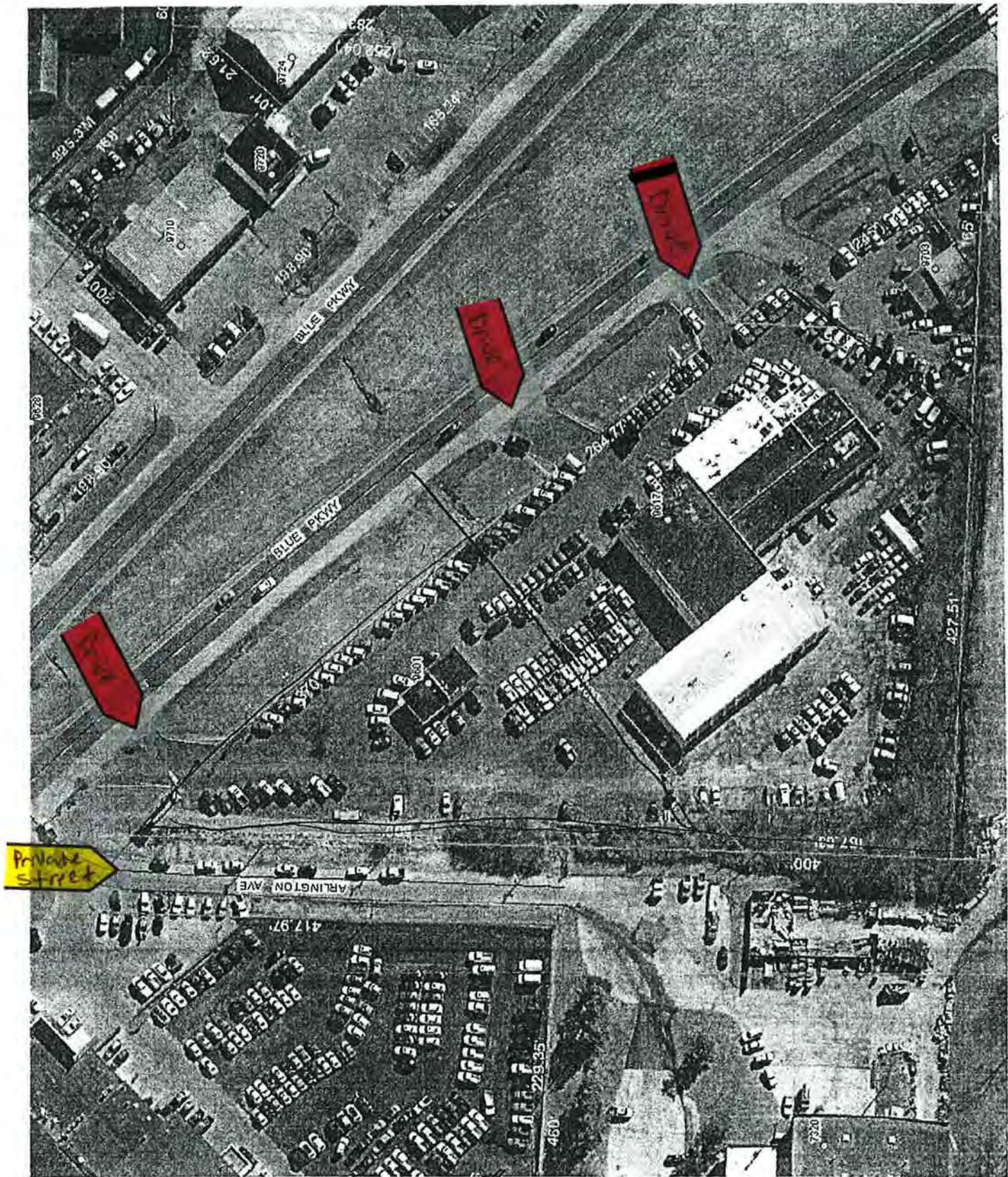
PROFESSIONAL SERVICE INDUSTRIES, INC.



Scott J. Dahlgren
Principal Consultant

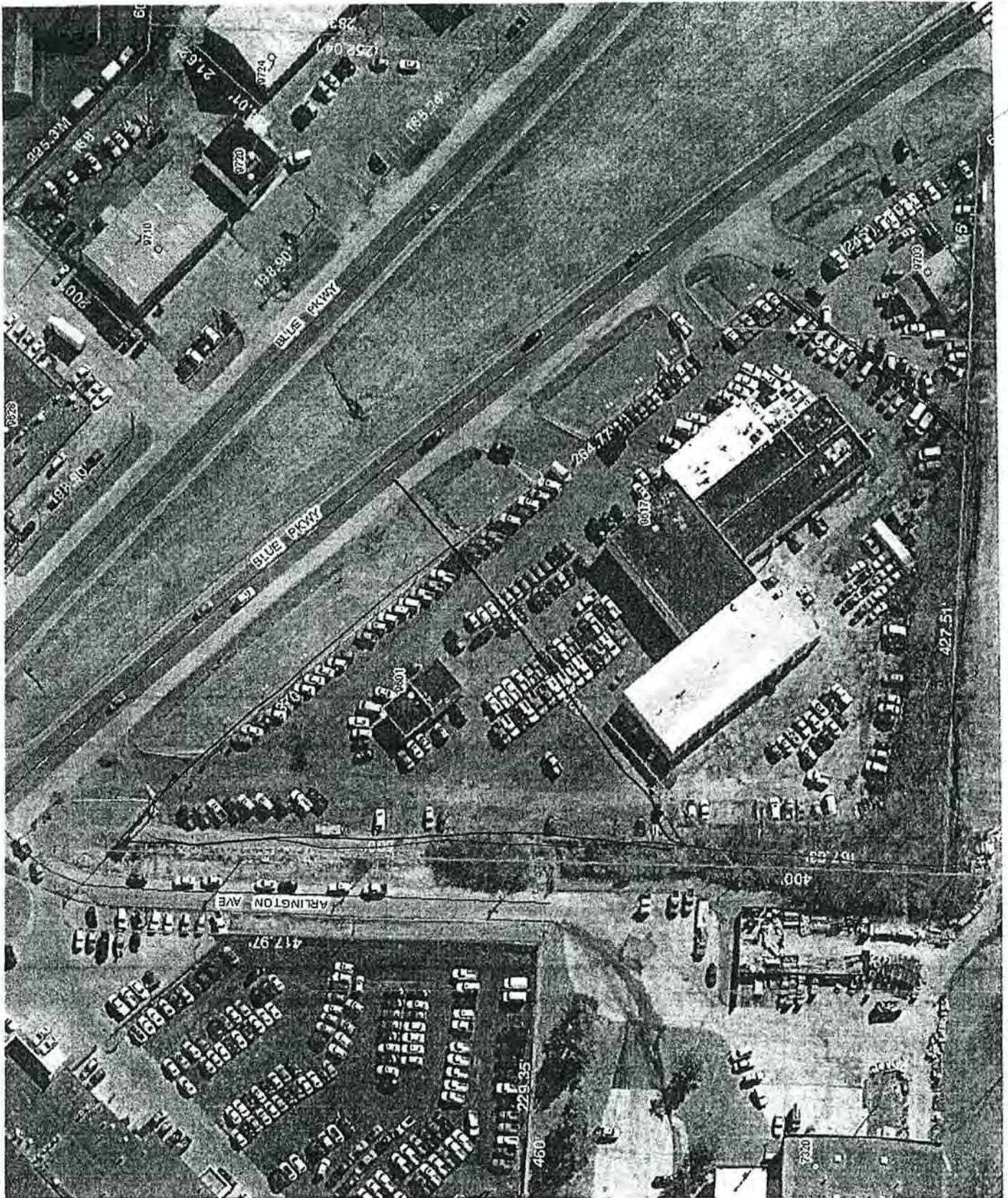


Sherri Jones
Project Manager



Phase ① Approx \$2000

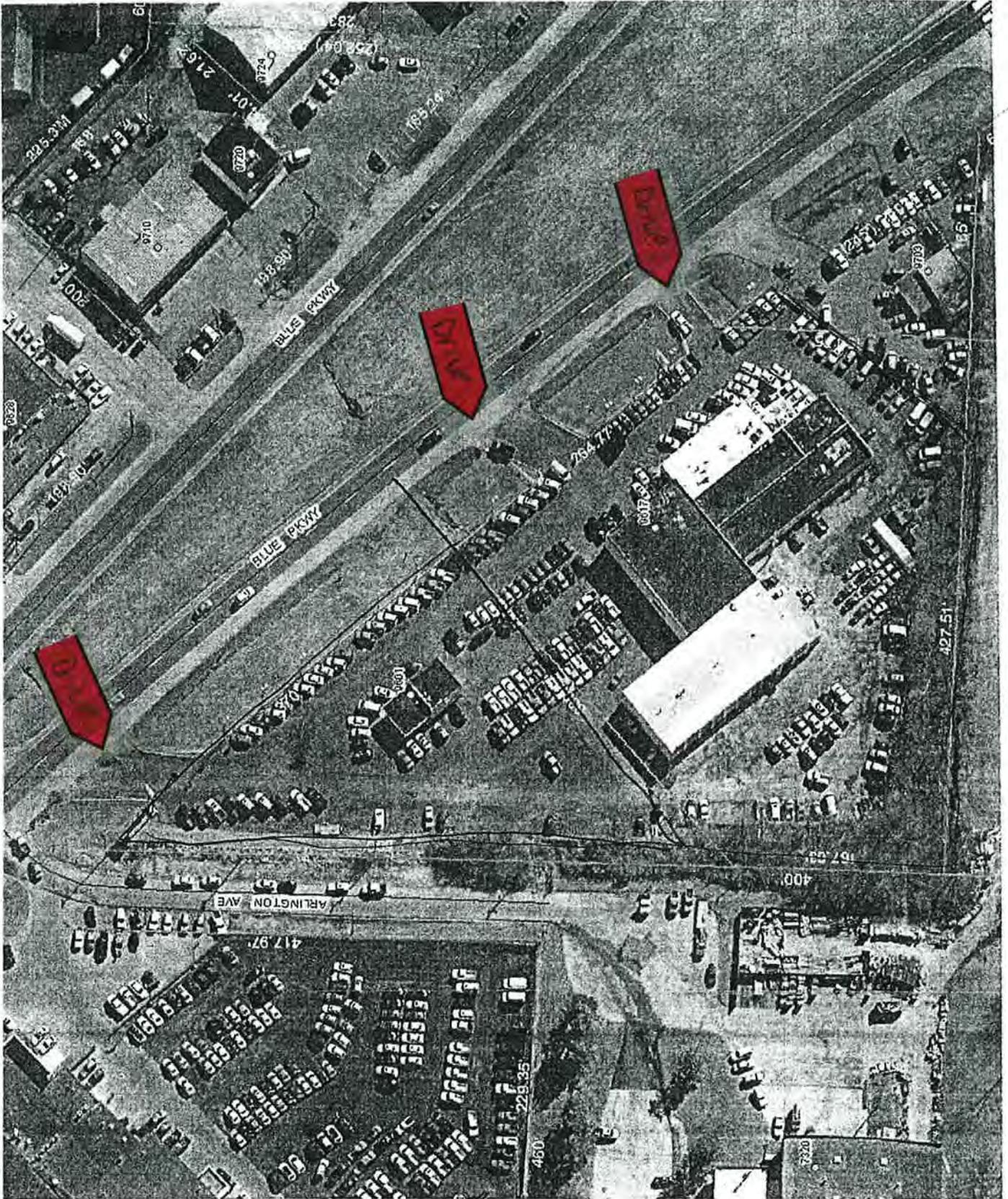
12 No internal or adjacent rights of way.



Phase ① Approx \$5000

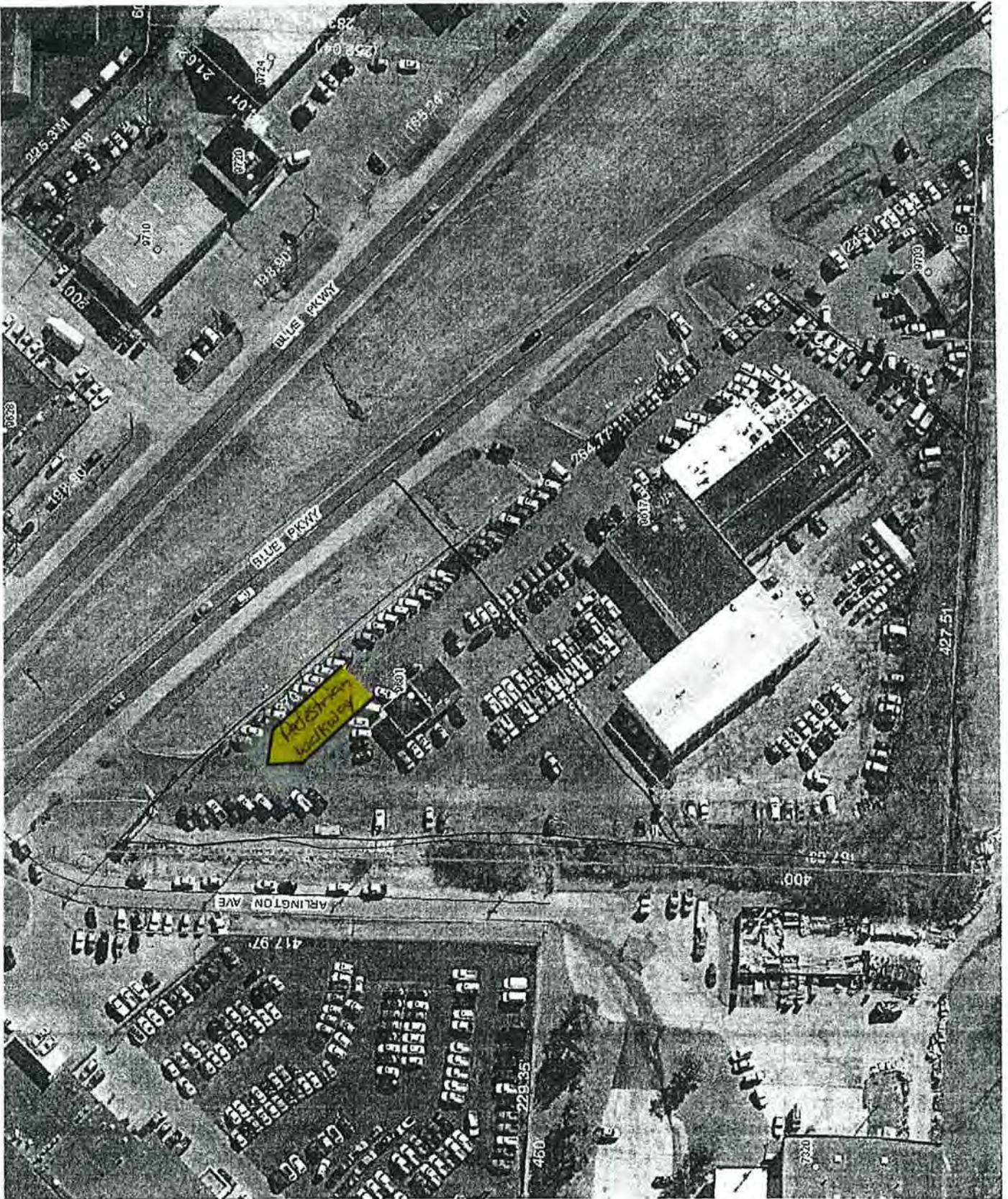
13

Private Drives



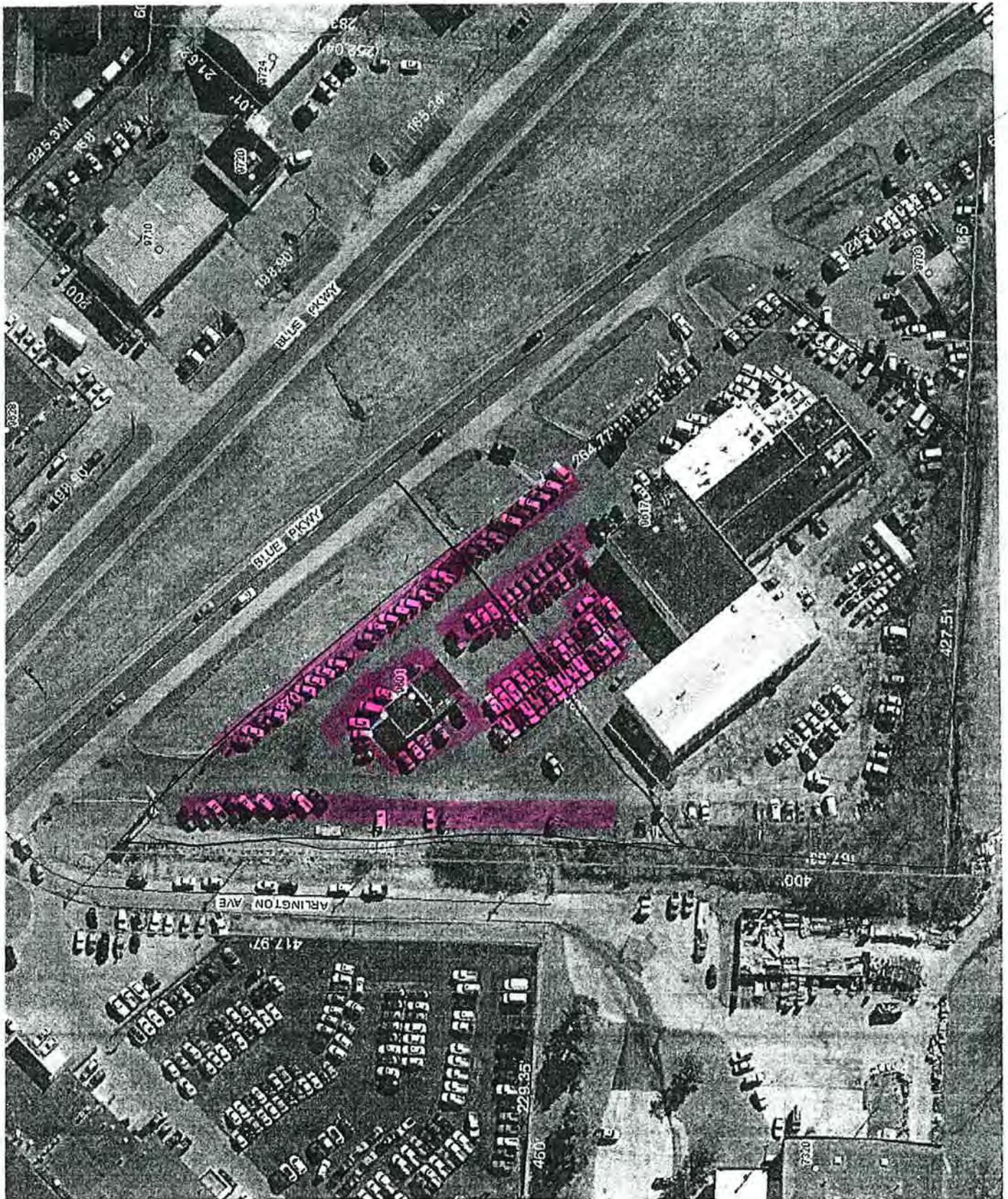
Phase ① Approx \$7000

14. Proposed pedestrian walkway.



Phase ① Approx \$2000

15. Proposed to be able to Park 100 - 150 vehicle on property with NO Handicap spaces available.



Phase ① Aprox \$3000

16

❖ 9 to 9.5 feet bgs: dark and medium brown clayey silt

A photolog of field activities and the soil profiles are included in Appendix A.

3.1.3 HYDROGEOLOGY

The Project is located outside the 500-year flood plain. Wetland areas are not reported or observed on the Project.

Each of the eight borings extended to refusal at depths between 9 and 9.75 feet bgs. Groundwater was not encountered in any of the eight borings. Perched water was encountered in SB-3. Depth to perched water was approximately 3.41 feet bgs.

3.2 Historical Use Information

3.2.1 PRIOR USES OF THE PROPERTY

According to the prior Phase I ESA dated August 11, 2004, the property was been developed as an automobile dealership since prior to 1959.

3.2.2 RECORDED LAND TITLE RECORDS

A review of recorded land titles was not included in the scope of work for this project.

3.2.3 CHAIN OF TITLE SEARCH

A review of the chain-of-title was not included in the scope of work for this project.

22. Location, dimensions, size and materials for any existing and proposed retaining walls.
There are currently no existing retaining walls.

Dick Smith Ford plans to install limestone retaining blocks measuring 3x2x2 along site line A indicated on appropriate map reaching 120 yards.

Dick Smith Ford plans to install concrete barriers measuring 6x2x2 along site lines B and C indicated on appropriate map reaching a total of 200 yards.

Dick Smith Ford plans to install a limestone retaining block measuring 300 square feet and will be filled in with gravel at location D indicated on appropriate map.



Dan Riggs

Dick Smith Ford

Raytown Property

Legal Description

That part of Lot 1, GREENE ACRES, a subdivision in Raytown, Jackson County, Missouri, described as follows: Beginning at the Southwest corner of said Lot 1; thence North along the West line of said Lot, 167.63 feet; thence North 48 degrees 55 minutes 29 seconds East, 339.87 feet to the Southwesterly line of U.S. Highway 50, thence Southeasterly along said Southwesterly line 264.77 feet to a point 427.51 feet East of West line of said Lot 1; thence South 199.75 feet to the South line of said Lot 1; thence North 88 degrees 33 minutes 35 seconds West 427.51 feet to the point of beginning.



DICK SMITH FORD



3/31/2016

To whom it may concern:

In regards to addresses 9611 and 9617 E 350 Hwy, Raytown, MO. 64133 owned by Dick Smith Ford Inc., it is the request of the preparer of this document and the owners of this dealership to have the Traffic Impact Analysis study requirements waived for the purpose of the Conditional Use Permit for the aforementioned addresses.

The properties in question will be used solely as additional space to display current and future inventory of Dick Smith Ford. Very little traffic will filter on or off the lot on a consistent basis other than vehicles being added to the display or Dick Smith Ford Employee's demonstrating vehicles with patrons from the dealership. On occasion transport trucks bringing fresh and new inventory will arrive on the site in question to drop off vehicles to be added to the Dick Smith Ford Floorplan.

No buildings, structures or mechanical equipment will be constructed as a condition or necessity to use on the aforementioned properties. It will be used strictly as a display for vehicles available for sale and will provide additional room for Dick Smith Ford to continue to serve the Raytown Community with the best possible merchandise selection and customer service for which we have been known for over 60 years.

Thank you for your time and consideration on this matter.

Dan Riggs

Dick Smith Ford Representative
9505 E 350 Hwy
Raytown, MO. 64133
816.353.1495



ITE Institute of Transportation Engineers

Trip Generation Data Form (Part 1)

Land Use/Building Type: Empty lot for parking ITE Land Use Code: _____
 Source: _____ Source No. (ITE use only): _____
 Name of Development: Dick Smith Ford State/Province: MO. Zip/Postal Code: 64133 Day of the Week: Thursday Month: 03 Year: 2016
 City: Raytown Metropolitan Area: Kansas City
 Country: United States

1. For fast-food land use, please specify if hamburger- or nonhamburger-based.

Location Within Area:

(1) CBD (3) Suburban (Non-CBD) (5) Rural

(2) Urban (Non-CBD) (4) Suburban CBD (6) Freeway Interchange Area (Rural)

(7) Not Given

Detailed Description of Development:³

Independent Variable: (include data for as many as possible) ²	Actual	Estimated	Actual	Estimated
<u>20</u> (1) Employees (#)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>150</u> (9) Parking Spaces (% occupied: <u>100</u>)	<input type="checkbox"/>
<u>20</u> (2) Persons (#)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(10) Beds (% occupied: <u>0</u>)	<input type="checkbox"/>
<u>0</u> (3) Total Units (#) (indicate unit: _____)	<input type="checkbox"/>	<input type="checkbox"/>	(11) Seats (#)	<input checked="" type="checkbox"/>
<u>0</u> (4) Occupied Units (#) (indicate unit: _____)	<input type="checkbox"/>	<input type="checkbox"/>	(12) Servicing Positions/Vehicle Fueling Positions	<input type="checkbox"/>
<u>—</u> (5) Gross Floor Area (gross sq. ft.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(13) Shopping Center % Out-parcels/pads	<input type="checkbox"/>
<u>—</u> (6) Net Rentable Area (sq. ft.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(14) A.M. Peak Hour Volume of Adjacent Street Traffic	<input type="checkbox"/>
<u>—</u> (7) Gross Leasable Area (sq. ft.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(15) P.M. Peak Hour Volume of Adjacent Street Traffic	<input type="checkbox"/>
<u>2.83</u> (8) Total Acres (% developed: <u>0%</u>)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(16) Other _____	<input type="checkbox"/>
			(17) Other _____	<input type="checkbox"/>

2. Definitions for several independent variables can be found in the Trip Generation, Second Edition, User's Guide Glossary.

3. Please provide all pertinent information to describe the subject project, including the presence of bicycle/pedestrian volumes, please refer to Part 4 of this data form.

Other Data:

Vehicle Occupancy (#): 100 24-hour %

A.M. 100 P.M. 100

Percent by Transit: _____ 24-hour %

A.M. % _____ P.M. % _____

Percent by Carpool/Vanpool: _____ 24-hour %

A.M. % _____ P.M. % _____

Employees by Shift:

First Shift: Start Time 8:00 End Time 8:00 Employees (#) 20

Second Shift: Start Time _____ End Time _____ Employees (#) _____

Third Shift: Start Time _____ End Time _____ Employees (#) _____

Parking Cost on Site: 0 Hourly _____ Daily _____

Transportation Demand Management (TDM) Information:

At the time of this study, was there a TDM program (that may have impacted the trip generation characteristics of this site) underway?

No

Yes (If yes, please check appropriate checkboxes, describe the nature of the TDM program(s) and provide a source for any studies that may help quantify this impact. Attach additional sheets if necessary)

<input type="checkbox"/> (1) Transit Service	<input type="checkbox"/> (5) Employer Support Measures	<input type="checkbox"/> (9) Tolls and Congestion Pricing
<input type="checkbox"/> (2) Carpool Programs	<input type="checkbox"/> (6) Preferential HOV Treatments	<input type="checkbox"/> (10) Variable Work Hours/Compressed Work Weeks
<input type="checkbox"/> (3) Vanpool Programs	<input type="checkbox"/> (7) Transit and Ridesharing Incentives	<input type="checkbox"/> (11) Telecommuting
<input type="checkbox"/> (4) Bicycle/Pedestrian Facilities and Site Improvements	<input type="checkbox"/> (8) Parking Supply and Pricing Management	<input type="checkbox"/> (12) Other _____

Please Complete Form on Other Side

ITE Institute of Transportation Engineers

Trip Generation Data Form (Part 2)

Summary of Driveway Volumes

(All = All Vehicles Counted, Including Trucks; Trucks = Heavy Duty Trucks and Buses)

	Average Weekday (M-F)			Saturday			Sunday		
	Enter	Trucks	Total	Enter	Trucks	Total	Enter	Trucks	Total
24-Hour Volume	35	10	25	10	0	10	0	0	0
A.M. Peak Hour of Adjacent Street Traffic (7 - 9) Time (ex.: 7:15 - 8:15):	0/0	4	10	0	0	0	0	0	0
P.M. Peak Hour of Adjacent Street Traffic (4 - 6) Time:	15	0	15	0	0	10	0	0	0
A.M. Peak Hour Generator ¹ Time (9 - 11) 10am	10	4	10	5	0	5	0	0	0
P.M. Peak Hour Generator ² Time (3 - 6) 5pm	20	0	20	10	0	10	0	0	0
Peak Hour Generator ³ Time (Weekend): 1pm	0	0	0	5	0	5	0	0	0

- Highest hourly volume between 7 a.m. and 9 a.m. (4 p.m. and 6 p.m.). Please specify the peak hour.
 - Highest hourly volume during the a.m. or p.m. period. Please specify the peak hour.
 - Highest hourly volume during the entire day. Please specify the peak hour.
- Please refer to the Trip Generation User's Guide for full definition of terms.

Hourly Driveway Volumes- Average Weekday (M-F)

A.M. Period	Enter		Exit		Total	Mid-Day Period	Enter		Exit		Total	P.M. Period		Enter		Exit		Total	Trucks
	All	Trucks	All	Trucks			All	Trucks	All	Trucks		All	Trucks	All	Trucks	All	Trucks		
6:00-7:00	0	0	0	0	0	11:00-12:00	2	0	0	0	2	0	0	0	0	0	0	0	0
6:15-7:15	0	0	0	0	0	11:15-12:15	0	0	0	0	0	0	0	0	0	0	0	0	0
6:30-7:30	0	0	0	0	0	11:30-12:30	0	0	0	0	0	0	0	0	0	0	0	0	0
6:45-7:45	0	0	0	0	0	11:45-12:45	2	1	0	1	3	1	0	0	0	0	0	0	0
7:00-8:00	0	0	0	0	0	12:00-1:00	2	1	0	1	3	1	0	0	0	0	0	0	0
7:15-8:15	0	0	0	0	0	12:15-1:15	2	1	0	1	3	1	0	0	0	0	0	0	0
7:30-8:30	1	0	1	0	1	12:30-1:30	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45-8:45	2	1	3	1	3	12:45-1:45	0	0	0	1	0	0	0	0	0	0	0	0	0
8:00-9:00	2	1	3	1	3	1:00-2:00	2	1	0	1	3	1	0	0	0	0	0	0	0

Check if Part 3, 4 and/or additional information is attached.

Survey conducted by: Name: Daniel L. Riggs

Organization: Dick Smith Ford

Address: 9505 E 350 Hwy. on behalf of property 9617 E 350 Hwy

City/State/Zip: Raytown, MO 64133

Telephone # 816-353-1445 Fax # 816 313 - 0941 E-mail: danielriggs@dicksmithford.com

Please return to: Institute of Transportation Engineers

Technical Projects Division

1627 Eye Street, NW, Suite 600

Washington, DC 20006 USA

Telephone: +1 202-785-0060

Fax: +1 202-785-0609

ITE on the Web: www.ite.org

Trip Generation Data Form (Part 3)

Name/Organization: Pick Smith Ford

Telephone Number: 816 353-1495

City/State: Katy Texas, MO.

Detailed Driveway Volumes: Attach this sheet to Parts 1 and 2 if you are providing additional information.

Day of the week: Monday Estimates (All = All Vehicles Counted, including Trucks; Trucks = Heavy Duty Trucks and Buses)

A.M. Period	Enter		Exit		P.M. Period	
	All	Trucks	All	Trucks	All	Trucks
12:00-12:15	0	0	0	0	12:00-12:15	0
12:15-12:30	0	0	0	0	12:15-12:30	0
12:30-12:45	0	0	0	0	12:30-12:45	0
12:45-1:00	0	0	0	0	12:45-1:00	0
1:00-1:15	0	0	0	0	1:00-1:15	0
1:15-1:30	0	0	0	0	1:15-1:30	0
1:30-1:45	0	0	0	0	1:30-1:45	0
1:45-2:00	0	0	0	0	1:45-2:00	0
2:00-2:15	0	0	0	0	2:00-2:15	0
2:15-2:30	0	0	0	0	2:15-2:30	0
2:30-2:45	0	0	0	0	2:30-2:45	0
2:45-3:00	0	0	0	0	2:45-3:00	0
3:00-3:15	0	0	0	0	3:00-3:15	0
3:15-3:30	0	0	0	0	3:15-3:30	0
3:30-3:45	0	0	0	0	3:30-3:45	0
3:45-4:00	0	0	0	0	3:45-4:00	0
4:00-4:15	0	0	0	0	4:00-4:15	0
4:15-4:30	0	0	0	0	4:15-4:30	0
4:30-4:45	0	0	0	0	4:30-4:45	0
4:45-5:00	0	0	0	0	4:45-5:00	0
5:00-5:15	0	0	0	0	5:00-5:15	0
5:15-5:30	0	0	0	0	5:15-5:30	0
5:30-5:45	0	0	0	0	5:30-5:45	0
5:45-6:00	0	0	0	0	5:45-6:00	0
6:00-6:15	0	0	0	0	6:00-6:15	0
6:15-6:30	0	0	0	0	6:15-6:30	0
6:30-6:45	0	0	0	0	6:30-6:45	0
6:45-7:00	0	0	0	0	6:45-7:00	0
7:00-7:15	0	0	0	0	7:00-7:15	0
7:15-7:30	0	0	0	0	7:15-7:30	0
7:30-7:45	0	0	0	0	7:30-7:45	0
7:45-8:00	0	0	0	0	7:45-8:00	0
8:00-8:15	0	0	0	0	8:00-8:15	0
8:15-8:30	0	0	0	0	8:15-8:30	0
8:30-8:45	0	0	0	0	8:30-8:45	0
8:45-9:00	0	0	0	0	8:45-9:00	0
9:00-9:15	0	0	0	0	9:00-9:15	0
9:15-9:30	0	0	0	0	9:15-9:30	0
9:30-9:45	0	0	0	0	9:30-9:45	0
9:45-10:00	0	0	0	0	9:45-10:00	0
10:00-10:15	0	0	0	0	10:00-10:15	0
10:15-10:30	0	0	0	0	10:15-10:30	0
10:30-10:45	0	0	0	0	10:30-10:45	0
10:45-11:00	0	0	0	0	10:45-11:00	0
11:00-11:15	0	0	0	0	11:00-11:15	0
11:15-11:30	0	0	0	0	11:15-11:30	0
11:30-11:45	0	0	0	0	11:30-11:45	0
11:45-12:00	0	0	0	0	11:45-12:00	0
Total	0	0	0	0	Total	0

ITE Institute of Transportation Engineers
Trip Generation Data Form (Part 4)

Summary of Bicycle Volumes

N/A

	Average Weekday (M-F)		Total	Saturday		Total	Sunday		Total
	Enter	Exit		Enter	Exit		Enter	Exit	
24-Hour Volume									
A.M. Peak Hour of Adjacent Street Traffic (7 - 9) Time (ex: 7:15 - 8:15):									
P.M. Peak Hour of Adjacent Street Traffic (4 - 6) Time:									
A.M. Peak Hour Generator ¹ Time:									
P.M. Peak Hour Generator ² Time:									
Peak Hour Generator ³ Time (Weekend):									

- Highest hourly volume between 7 a.m. and 9 a.m. (4 p.m. and 6 p.m.) as defined in Trip Generation Data Form (Part 2). Please specify the peak hour.
- Highest hourly volume during the a.m. or p.m. period. Please specify the peak hour.
- Highest hourly volume during the entire day. Please specify the peak hour. Please attach supplemental hourly volumes. Please refer to the Trip Generation User's Guide for full definition of terms.

Summary of Pedestrian Volumes

	Average Weekday (M-F)		Total	Saturday		Total	Sunday		Total
	Enter	Exit		Enter	Exit		Enter	Exit	
24-Hour Volume	20	20	40	20	20	40	0	0	0
A.M. Peak Hour of Adjacent Street Traffic (7 - 9) Time (ex: 7:15 - 8:15):	5	5	10	7	7	14	0	0	0
P.M. Peak Hour of Adjacent Street Traffic (4 - 6) Time:	15	15	30	10	10	20	0	0	0
A.M. Peak Hour Generator ¹ Time: 10 am	5	5	10	5	5	10	0	0	0
P.M. Peak Hour Generator ² Time: 5 pm	10	10	20	8	8	16	0	0	0
Peak Hour Generator ³ Time (Weekend): 1 pm	10	10	20	5	5	10	0	0	0

Survey conducted by: Name: Daniel L. Riggs

Please return to: Institute of Transportation Engineers
 Technical Projects Division

Organization: Dick Smith Ford
 Address: 9805 E 350 Hwy on behalf of property 9617 E 350 Hwy
 City/State/Zip: Raytown, Mo. 64133
 Telephone #: (816)-353-1495 Fax #: (816) 313-0941 E-mail: danielriggs@alicksmithford.com

1627 Eye Street, NW, Suite 600
 Washington, DC 20006 USA
 Telephone: +1 202-785-0060
 Fax: +1 202-785-0609
 ITE on the Web: www.ite.org

MINUTES
CITY OF RAYTOWN
PLANNING AND ZONING COMMISSION MEETING

May 12, 2016
Raytown City Hall
Board of Aldermen Chambers
10000 East 59th Street
Raytown, Missouri 64133

7:00 pm

- 1. Welcome by Chairperson** – Mr. Wilson welcomed all to the Public Meeting
- 2. Call meeting to order and Roll Call.**

Wilson:	Present	Jimenez:	Present	Stock:	Absent
Bettis:	Absent	Robinson:	Absent	Lightfoot:	Present
Hartwell:	Absent	Dwight:	Present	Meyers:	Present

Also Present: John Benson, Director of Development and Public Affairs, George Kapke, City Attorney, and Scott Peterson, Permit Technician.

- 3. Approval of minutes – April 7, 2016 meeting**

- a. Revisions - None
- b. Motion - Mr. Meyers motioned to approve the minutes as submitted
- c. Second - Mr. Lightfoot seconded Mr. Meyers motion to approve
- d. Additional Board Discussion - None
- e. Vote – Motion passed unanimously 5-0

- 4. Old Business – None**

- 5. New Business:**

A. Application: Application for conditional use permit for a fueling station at 6709 Raytown Road in Raytown, MO.

Case No.: PZ-2016-006

Applicant: Aim Investments, LLC

1. Introduction of Application – Mr. Wilson introduced PZ-2016-006 to the Board
2. Open Public Hearing – Mr. Wilson opened the public hearing
3. Explain Procedure for a Public Hearing and swear-in speakers
Mr. Kapke swore in those wishing to speak on behalf of the application
4. Enter Additional Relevant City Exhibits into the Record:
 - a. Conditional Use Permit Application submitted by applicant
 - b. Publication of Notice of Public Hearing in Daily Record Newspaper.
 - c. Public Hearing Notices mailed to property owners within 185-feet of subject property

- d. City of Raytown Zoning Ordinance, as amended
 - e. City of Raytown Comprehensive Plan
 - f. Staff Report on application for May 12, 2016 Planning & Zoning Commission meeting
5. Explanation of any exparte' communication from Commission members regarding the application. - None
 6. Introduction of Application by Staff
Mr. Benson introduced the application to the board.
 7. Presentation of Application by Applicant
Jim. Sullivan, with Sullivan Palmer Architects at 8621 Johnson Drive in Merriam Kansas, architect of behalf of the applicant, presented the application to the board.
There was discussion by the board on the project. Asked if they agreed with all the staff recommendation,
Mr. Sullivan stated they were.
There was additional discussion regarding the gas station, building and sidewalk.
 8. Request for Public Comment
Larry Reed owns the Advanced Eye Care Building asked about the hours of operation for this business.
Applicant stated the hours would be from 5 am until midnight and 5 to 1am on the weekends.
 9. Additional Comment from Applicant, Additional Comment from Applicant, if necessary - None
 10. Additional Staff Comments and Recommendation
Mr. Benson added some additional information on the traffic study. Staff is recommending approval of this application with staff recommendations.
 11. Board Discussion
Additional discussion by the board about the sidewalk and the gas pumps and the paving of the site.
 12. Close Public Hearing – Mr. Wilson closed the Public Hearing.
 13. Board Decision to Approve, Conditionally Approve or Deny the Application.
 - a. Motion- Mr. Lightfoot moved to approve this application including staff recommendations and also including the sidewalk recommendation to be included on 67th street.
 - b. Second- Mr. Meyer seconded Mr. Lightfoots recommendation as submitted
 - c. Additional Board Discussion - None
 - d. Vote – Motion passed unanimously 5-0

B. Application: Application for Final Plat for Vishnani Subdivision for property located at 6709 Raytown Road in Raytown, MO.

Case No.: PZ-2016-0009

Applicant: Aim Investments, LLC

1. Introduction of application.

Mr. Wilson introduced application PZ-2016-0009 to the board.

2. Explanation of any exparte' communication from Commission members regarding the application. - None
3. Introduction of application by staff.

Mr. Benson referred to Mr. Scott Peterson to present this application to the board. Mr. Peterson stated that he would like to make a correction the applicant is actually Mr. Vishnani and presented the application to the board.

4. Presentation by applicant. - None
5. Board Discussion. - None
6. Board Decision to Approve, Conditionally Approve or Deny the Application.
 - a. Motion – Mr. Lightfoot made a motion to approve the application as submitted
 - b. Second – Mr. Jimenez seconded the motion to approve
 - c. Additional Board Discussion - none
 - d. Vote – Motion passed unanimously 5-0

C. Application: Application for a conditional use permit for a tow lot on property located at 6218 Arlington Avenue, Suite B in Raytown, MO.

Case No.: PZ-2016-007

Applicant: DeAndre & Leunique Briscoe on behalf of Commercial Shops & Garages, LLC

1. Introduction of Application by Mr. Wilson
2. Open Public Hearing – Mr. Wilson opened the public hearing.
3. Explain Procedure for a Public Hearing and swear-in speakers
4. Enter Additional Relevant City Exhibits into the Record:
 - a. Conditional Use Permit Application submitted by applicant
 - b. Publication of Notice of Public Hearing in Daily Record Newspaper.
 - c. Public Hearing Notices mailed to property owners within 185-feet of subject property
 - d. City of Raytown Zoning Ordinance, as amended
 - e. City of Raytown Comprehensive Plan
 - f. Staff Report on application for May 12, 2016 Planning & Zoning Commission meeting

5. Explanation of any exparte' communication from Commission members regarding the application. - None

6. Introduction of Application by Staff

Mr. Benson introduced application PZ-2016-007 to the board.

7. Presentation of Application by Applicant

DeAndre Briscoe, East 55th Terrace, Kansas City, Mo. Mr. Briscoe explained the application to the board and stated that to run a tow lot in Raytown he had to have a business location in Raytown

There was board discussion if Mr. Briscoe agreed with all the staff recommendations and the fencing recommendations.

Mr. Briscoe stated that he did.

8. Request for Public Comment - None
9. Additional Comment from Applicant, Additional Comment from Applicant, if necessary

10. Additional Staff Comments and Recommendation

Mr. Benson discussed the surrounding buildings and what they were used for. The property will be inspected by the City before opening. The traffic study was waived by the Public Works Department as we do not see any traffic issues. Staff is recommending approval with the conditions provided.

11. Board Discussion

There was discussion about the number of vehicles that would be stored there. The fence was also discussed and changes will be made if he changes his mind in the future

12. Close Public Hearing- Mr. Wilson closed the public hearing

13. Board Decision to Approve, Conditionally Approve or Deny the Application.

- a. Motion – Mr. Meyers made a recommendation and conditions that have been identified by staff and amendments made tonight at this meeting.
- b. Second – Mr. Jimenez seconded Mr. Meyers motion
- c. Additional Board Discussion - None
- d. Vote-

D. Application: Application for a conditional use permit for a vehicle sales business on property located at 9601 & 9617 E. Highway 350 in Raytown, MO.

Case No.: PZ-2016-008

Applicant: Dick Smith Ford, Inc.

1. Introduction of Application by Mr. Wilson
2. Open Public Hearing – Mr. Wilson opened the public hearing
3. Explain Procedure for a Public Hearing and swear-in speakers
4. Enter Additional Relevant City Exhibits into the Record:
 - a. Conditional Use Permit Application submitted by applicant
 - b. Publication of Notice of Public Hearing in Daily Record Newspaper.
 - c. Public Hearing Notices mailed to property owners within 185-feet of subject property
 - d. City of Raytown Zoning Ordinance, as amended
 - e. City of Raytown Comprehensive Plan
 - f. Staff Report on application for May 12, 2016 Planning & Zoning Commission meeting

5. Explanation of any exparte' communication from Commission members regarding the application. - None

6. Introduction of Application by Staff

Mr. Benson introduced the application for Dick Smith Ford – PZ-2016-008

7. Presentation of Application by Applicant

I am Jeff Bethel I am here representing Dick Smith Ford I am part owner of the business. He explained that they purchased the property on January 4th 2016. They are hoping for more opportunity for the dealership and to make 350 Highway more appealing to the public and 350 Highway. The used vehicle lot will stay where it is now and this lot will be for only new cars coming in with this expansion.

Mr. Jimenez asked what the future for this site.

Mr. Bethel stated no they are only using it at this time for the new car arrivals.

Mr. Jimenez asked if he agreed with staff recommendations.

- Mr. Bethel asked if the sidewalk would be ok and they would have additional lighting, The plan is just for storage of new vehicles.
8. Request for Public Comment - None
 9. Additional Comment from Applicant, Additional Comment from Applicant, if necessary
None
 10. Additional Staff Comments and Recommendation
None
 11. Board Discussion
No Board discussion
 12. Close Public Hearing
Mr. Wilson closed the public hearing.
 13. Board Decision to Approve, Conditionally Approve or Deny the Application.
 - a. Motion
Mr. Jimenez made a motion to approve on staff recommendation except for modifying staff recommendation of condition 5 and number 6 and strike number 7.
 - b. Second
Mr. Lightfoot seconded the motion
 - c. Additional Board Discussion
 - d. Vote
Motion Carried 5-0

E. Application: Application to rezone property at 6812 & 6816 Hunter Street in Raytown, MO from Highway Corridor Commercial (HC) to Low Density Residential (R-1)

Case No.: PZ-2016-10
Applicant: James Sawyer

1. Introduction of Application by Chair- Mr. Wilson introduced PZ-2016-10
2. Open Public Hearing
Mr. Wilson opened the Public Hearing
3. Explain Procedure for a Public Hearing and swear-in speakers
4. Enter Additional Relevant City Exhibits into the Record:
 - a. Rezoning Application submitted by applicant
 - b. Publication of Notice of Public Hearing in Daily Record Newspaper.
 - c. Public Hearing Notices mailed to property owners within 185-feet of subject property
 - d. City of Raytown Zoning Ordinance, as amended
 - e. City of Raytown Comprehensive Plan
 - f. Staff Report on application for May 12, 2016 Planning & Zoning Commission meeting
5. Explanation of any exparte' communication from Commission members regarding the application. None
6. Introduction of Application by Staff

Mr. Peterson introduced application PZ-2016-10 to the board.

7. Presentation of Application by Applicant

Vickie Dunham introduced herself to the board. She is trustee for this property. It has been rental property for several years. We have renters that want to purchase the homes.

Mr. Benson stated that is the reason to rezoning which will bring the two homes into the R-1 compliance.

9. Additional Comment from Applicant, Additional Comment from Applicant, if necessary

None

10. Additional Staff Comments and Recommendation

We can work with you on aerial photo to show that.

11. Board Discussion - None

12. Close Public Hearing- Mr. Wilson closed the public hearing.

13. Board Decision to Approve, Conditionally Approve or Deny the Application.

a. Motion

Mr. Meyer made a motion to approve this application

b. Second

Mr. Jimenez made a second to Mr. Meyers motion

c. Additional Board Discussion - None

d. Vote

Motion carried 5-0

6. Other Business

7. Planning Projects Report

8. Set Future Meeting Date – June 2, 2016

9. Adjourn

Meeting adjourned 5-0

CITY OF RAYTOWN
Request for Board Action

Date: June 3, 2016

Resolution No.: R-2874-16

To: Mayor and Board of Aldermen

From: Doug Jones, Emergency Medical Services Director

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____

Action Requested: Authorize and approve the purchase of a new cutaway Ford van chassis from Dick Smith Ford, to be delivered to Osage Ambulance/Emergency Services Supply for conversion into an ambulance. The cost is \$28,167.00 and is part of a cooperative bidding situation.

Recommendation: Approve the request as submitted.

Analysis: Based on evaluation of historical data, patterns of use, and industry trends, Public Works/Fleet Services has determined an optimum replacement schedule for Raytown EMS' ambulances in order to maximize useful life of the equipment and to obtain the greatest economy of operation and maintenance. This purchase represents the third new ambulance in the 12-year cycle. It is to replace the oldest unit in our fleet of ambulances; the unit to be replaced is approaching the 110,000 mile mark, and it is the second chassis to be mounted under that particular coach. The chassis cost is \$28,167.00; it has been budgeted, and the Sales Tax Oversight Committee has reviewed the project and found it to be within the intent of the Capital Sales Tax.

Alternatives: Not approve the request.

Budgetary Impact:

- Not Applicable
- X Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount Requested:	\$28,167.00
Fund:	Capital Sales Tax

The amount budgeted for fiscal year 2015-2016 is \$28,167.00.

Additional Reports Attached: Quote and cooperative bid documents for chassis.

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF A 2016 FORD ECONOLINE 3500 OFF THE CITY OF INDEPENDENCE COOPERATIVE PURCHASING BID IN AN AMOUNT NOT TO EXCEED \$28,167.00

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, City of Independence, Missouri has competitively bid and awarded a contract to Dick Smith Ford for the 2016 Ford Econoline 3500 to be used by the City of Raytown Emergency Medical Services Department; and

WHEREAS, such vehicle is necessary for efficient Emergency Medical Services operations within the City; and

WHEREAS, funds for such purpose are budgeted from the Capital Sales Tax and such expenditure is recommended by the Special Sales Tax Review Committee on March 15, 2016 as being consistent with voter intent; and

WHEREAS, the Board of Aldermen finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the purchase of one 2016 Ford Econoline 3500 from Dick Smith Ford off the City of Independence Cooperative Purchasing Bid in an amount not to exceed \$28,167.00; and

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

THAT the purchase of one 2016 Ford Econoline 3500 from Dick Smith Ford off the City of Independence Cooperative Purchasing Bid in an amount not to exceed \$28,167.00 is hereby authorized and approved;

FURTHER THAT the City Administrator and/or his designee 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 7th day of June, 2016.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney



**CITY OF INDEPENDENCE, MISSOURI
NOTICE OF RENEWAL**

Vehicles – 2016 Model 251-14-7

Date: October 29, 2014

Phone: 816-353-1495

Vendor: 24462
Dick Smith Ford
9505 E 350 Highway
Raytown, MO 64133

Fax: 816-358-4406
E-Mail: glofton@dicksmithford.com
Contact: Greg Lofton
Title: Fleet Manager

Price Agreement Period: 11/1/2015 — 10/31/2016

Renewal Options: Final year.

Status of Certificates: *Please remember to keep your certificates current*

Insurance N/A

Occupation License N/A

Vehicle Item Numbers: 1, 2, 3, 4, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, 27, 28, 34, 35, 37, 39, 41, 42, 44
Added in 2015: 21-2015, 26-2015, 28-2015
F.O.B: 1 Vehicle: \$0.70/mile over 25 miles
3 or more vehicles: \$0.10/mile over 25 miles

(Vehicles Model Year 2016) Mid-America Council of Public Procurement Joint Bid
Lead Agency: City of Independence

Detailed Specifications are located at: www.macpp.org

Tom Conrow, Procurement Specialist, (816) 325-7092

Russell M. Pankey, Purchasing Manager
Finance Department, Purchasing Division

Using Departments: All Departments
Cooperative
File

==>

Dealer: F53013

2016 ECONOLINE

Page: 1 of 2

Order No: 6500 Priority: E1 Ord FIN: QQ933 Order Type: 5B Price Level: 640

Ord PEP: 782A Cust/Flt Name: RAYTOWN, MO PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
E4F COM CUTAWAY VAN	\$32005	\$29684.00	18A EXT UPGRADE PKG	\$105	\$94.00
176" WHEELBASE			.CHROME BUMPERS		
PQ RACE RED			21A CPTNS CHRS DUAL	95	86.00
M CLOTH CPTS CHRS	NC	NC	903 PWR WINDOWS/LKS	465	420.00
E MEDIUM FLINT			552 CUTAWAY INSULAT	85	77.00
782A PREF EQUIP PKG			15T TRACTION CONTRL	225	203.00
.STANDARD TRIM			162 FLR VINYL, FRT		
587 .ELEC AM/FM CLK			20F 14500# GVWR	NC	NC
593 .LT/CONVEN GRP					
596 .AIR BAG/PASS-2D			TOTAL BASE AND OPTIONS	37850	34608.54
.INSTR CLUSTER			TOTAL	37850	34608.54
646 .16" WHITE WHLS			*THIS IS NOT AN INVOICE*		
99S 6.8L EFI V10ENG	1050	949.00			
44P ELEC 6-SPD AUTO			* MORE ORDER INFO NEXT PAGE *		
T67 .LT225/75RX16E B					

2016 ECONOLINE

Page: 2 of 2

Order No: 6500 Priority: E1 Ord FIN: QQ933 Order Type: 5B Price Level: 640

Ord PEP: 782A Cust/Flt Name: RAYTOWN, MO PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
41H ENG BLK HEATER	\$75	\$68.00	63G EXT HVY DUTY 78	NC	NC
425 50 STATE EMISS	NC	NC	656 FUEL TANK 55 GL		
47A AMBUL PREP PKG	1910	1724.00	942 DAYTIME LIGHTS	45	40.00
.4.56 LS XF3			948 KEYLESS/ALARM	225	203.00
.FRT LICENSE BKT			SP FLT ACCT CR		(461.00)
.SPARE TIRE/WHL			FUEL CHARGE		12.54
.FRAME PUCKS			PRICED DORA	NC	NC
.EXT HD 225-AMP			DEST AND DELIV	995	995.00
.BATTERIES-DUAL					
.FRT MAX GAWR			TOTAL BASE AND OPTIONS	37850	34608.54
52S USER SWITCHES	85	77.00	TOTAL	37850	34608.54
525 CRUISE CONTROL	240	216.00	*THIS IS NOT AN INVOICE*		
54E MIRRORS, TRL TOW	230	208.00			
57X AUX HTR-A/C CON	15	13.00			
625 RRVIEW MIRROR	NC	NC			

\$ 28.167 each

Dug Lofton
Dick Smith Ford
816-353-1495

**CITY OF RAYTOWN
Request for Board Action**

Date: June 3, 2016

Resolution No.: R-2875-16

To: Mayor and Board of Aldermen

From: Doug Jones, Emergency Medical Services Director

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____

Action Requested: Authorize and approve the purchase of a new ambulance conversion from Osage Ambulance/Emergency Services Supply, to be mounted on the new chassis from Dick Smith Ford. The cost is \$109,575.00 and is part of a cooperative bidding situation.

Recommendation: Approve the request as submitted.

Analysis: Based on evaluation of historical data, patterns of use, and industry trends, Public Works/Fleet Services has determined an optimum replacement schedule for Raytown EMS' ambulances in order to maximize useful life of the equipment and to obtain the greatest economy of operation and maintenance. This purchase represents the third new ambulance in the 12-year cycle. It is to replace the oldest unit in our fleet of ambulances; the unit to be replaced – a 2009 Taylor Made remount -- is approaching the 100,000 mile mark, and it is the second chassis to be mounted under this particular coach. The conversion cost is \$109,575.00; it has been budgeted, and the Sales Tax Oversight Committee has reviewed the project and found it to be within the intent of the Capital Sales Tax.

Alternatives: Not approve the request.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount Requested: \$109,575.00
Fund: Capital Sales Tax

The amount budgeted for fiscal year 2015-2016 is \$109,575.00.

Additional Reports Attached: Quote and cooperative bid documents for ambulance conversion and Vehicle Replacement Plan from Fleet

**A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF A NEW
AMBULANCE CONVERSION FROM OSAGE AMBULANCE/ EMERGENCY SERVICES
SUPPLY OFF THE 2016 COOPER COUNTY AMBULANCE DISTRICT TYPE III AMBULANCE
BID IN AN AMOUNT NOT TO EXCEED \$109,575.00**

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, Cooper County has competitively bid and awarded a contract to Osage Ambulance/Emergency Services Supply for the Ambulance Conversion to be used by the City of Raytown Emergency Medical Services Department; and

WHEREAS, such vehicle is necessary for efficient Emergency Medical Services operations within the City; and

WHEREAS, funds for such purpose are budgeted from the Capital Sales Tax and such expenditure is recommended by the Special Sales Tax Review Committee on March 15, 2016 as being consistent with voter intent; 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 Ambulance Conversion from Osage Ambulance/Emergency Services Supply off the 2016 Cooper County Ambulance District Type III Ambulance Bid in an amount not to exceed \$109,575.00; and

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

THAT the purchase of one Ambulance Conversion from Osage Ambulance/Emergency Services Supply off the 2106 Cooper County Ambulance District Type III Ambulance Bid in an amount not to exceed \$109,575.00 is hereby authorized and approved;

FURTHER THAT the City Administrator and/or his designee 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 7th day of June, 2016.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney



**194 Twin Ridge Road
Linn, MO
Phone: 800/822-3634
Fax: 573/897-3113**

DATE: 4/13/16
QUOTATION TO: Raytown Emergency Medical Services
DELIVERY TIME: Current Delivery slots in Dec 16
F.O.B.: Linn, Missouri - Customer pick up of ambulance from Osage Industries.
PAYMENT: Net on completion of work.

- (1) New Type III modular ambulance with a 2017 Ford E450, Deluxe series,
158" wheelbase, dual rear wheel chassis as listed herein;

Customer Supplied Ford E450 Chassis Race Red in color
Customer supplied Stryker power load system
Customer Supplied opticom

Options added to unit
Plexi glass insert on front bulkhead cabinet
Domecic refrigerator in lower ALS
Shelf for autopulse with inside and outside access
No counter in monitor area
Door unlock added to rear of the truck

TOTAL PRICE AS LISTED HEREIN - - - - - \$ 109,575

Dan Kehoe
Emergency Services Supply

Quote valid for 30 days without review

2016 Cooper County Ambulance District TYPE III AMBULANCE SPECIFICATIONS

SCOPE, PURPOSE AND CLASSIFICATION

- A1.0.1 Scope. This specification covers a new commercially produced surface emergency medical care vehicle, hereinafter referred to as ambulance or vehicle. A vehicle in compliance with this specification shall be defined as a standard ambulance. This vehicle shall be in accord with the Ambulance Design Criteria of the National Highway Traffic Administration, U.S. Department of Transportation, Washington, D.C. This bid specification is based on the Federal Ambulance Specification KKK-A-1822F. Reference numbers used in this specification refer to applicable paragraphs of that document.
- A1.0.2 Purpose. The purpose of this document is to provide minimum specifications and test parameters for the manufacture of an emergency medical care vehicle(s) that meets the needs and desires of Cooper County Ambulance District. It establishes essential criteria for the design, performance, equipment and appearance of the vehicle. The object is to provide a vehicle that is in accordance with nationally recognized guidelines.
- A1.0.3 Classification. This specification calls for the following type of vehicle. It is in accordance with paragraph 1.2.1 of KKK-A-1822F.
- Type III - Cutaway Van, cab-chassis with integrated modular ambulance body
Class I - Two rear wheel driven (4x2)
Floor Plan A - Elevated cot and squad bench
- A1.1 General. This is an engineer, design, construct and deliver type specification and it is not the intention of Cooper County Ambulance District to write out vendor or manufacturers of similar or equal equipment of the types specified. It should be noted, however, that this specification is written around specific needs of Cooper County Ambulance District. Because of this fact, price will not be the major consideration in making an award. Bid award shall be given to the vendor whose bid is at the most competitive price.
- A1.1.1 Cooper County Ambulance District reserves the right to increase the equipment quantities that are specified by "Call To Bid" as well as those items specified under paragraph 8.2 of these specifications.
- A1.1.2 Site(s) of Work. The vehicle and its equipment shall be delivered F.O.B. Factory. Prices shall be quoted on a delivered and accepted basis. Vehicles manufactured outside the United States will not be considered.
- A1.1.3 Examination of Specification. Each Bidder is required, before submitting his proposal, to be thoroughly familiar with the specifications contained herein. No

additional allowances will be made because of a lack of knowledge of these conditions.

It will be the responsibility of the successful Bidder to ascertain if any components of this specification are unsafe or do not meet the required standards of applicable state law or those of Federal Specification KKK-A-1822G. Should there be any unsafe or poorly designed criteria contained herein, the Bidder shall thoroughly explain them to the Purchaser in the Bid Proposal. Where the bidder does not do specifically what the specification calls for a (NO) shall be checked and a written explanation given whether the bidder feels it is equal to, or exceeds the bid. All exceptions will be evaluated on their merit at the purchasers' discretion.

- A1.1.4 Definitions. The following definitions shall apply with regards to these specifications.
- A1.1.4.1 Purchaser. The end user of the equipment specified or the applicable purchasing agency.
- A1.1.4.2 Contractor. The individual, firm, partnership, manufacturer or corporation to whom the contract is awarded by the Purchaser and who is subject to the terms thereof. For bidding purposes the contractor, vendor and Bidder are synonymous.
- A1.1.4.3 Equal. Shall be taken in its general sense and shall not mean identical. These specifications are for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design and is in no way intended to prohibit the bidding of any manufacturer's item of equal material.
- A1.1.4.4 Manufacturer. The first stage manufacturer is the original equipment manufacturer (O.E.M.) who built the specified chassis and its components. The second stage manufacturer is the company who will produce the modifications to the O.E.M. chassis and deliver the final product to Cooper County Ambulance District.
- A1.1.4.5 Note: The purchaser shall be the sole judge of equality and this decision shall be final.

SPECIAL CONDITIONS

- A2.1 Bidder's Responsibility and Qualifications. The manufacturer of the equipment bid shall have in operation a factory adequate and devoted to the manufacture of the vehicle(s) herein specified. The intent of this section is to ensure single source responsibility for all equipment proposed by the Bidder.
- A2.1.2 It is not the intent of these specifications to call for an unusual or experimental vehicle(s). Such proposals are not acceptable. Therefore, as proof of the ability to manufacture vehicles of the type called for in these specifications the Bidder

must be able to show that the second stage manufacturer of the vehicle bid has produced at least 100 vehicles of the type specified herein.

- A2.1.3 If requested by the Purchaser, the Bidder shall supply upon request a list of ten (10) agencies that have purchased similar or identical vehicles within the past year. This list will have contact names and phone numbers.
- A2.1.4 Each Bidder shall disclose any pending or anticipated litigation between the Bidder and any other part or parties that might affect this contract.
- A2.2 Prices and Payments. All bid prices shall be F.O.B. Manufacturing facility and accepted basis, at the Purchaser's specified location. These prices shall be complete and include warranty.
- A2.2.1 Payment shall be made in accordance with these specifications and the Bid Proposal submitted by the Bidder. Payment will be made upon acceptance of the vehicle(s) and equipment specified under these specifications.
- A2.2.2 All bid prices and conditions must be specified on the Bid Proposal Form.
- A2.2.3 Bid prices shall be valid for at least 60 days from the date of the Bid Opening, or as otherwise specified on the Bid Proposal Form.
- A2.2.4 Full payment will be made as each unit is received, inspected and found to comply with procurement specifications, free of damage and properly invoiced. All invoices shall bear the purchaser order number. Payment will be made in accordance with the terms specified on the Bid Proposal Form.
- A2.3 Bid Evaluation. Bids received shall be evaluated by the Purchaser. This evaluation will be based as a minimum on the following criteria:
 - A2.3.1 Completeness of the proposal; i.e., the degree to which it responds to all requirements and requests for information contained herein. Bidders are directed to pay particular attention in answering the "Yes or NO" response to below each paragraph contained within these specifications. If the bidder does not meet the specification exactly, a "no" response should be given. Exceptions will be judged by the purchaser. If this procedure is not followed the bid will be rejected as non-compliant.
 - A2.3.2 Manufacturing and Delivery schedule.
 - A2.3.3 Contractor's demonstrated capabilities and qualifications.
 - A2.3.4 Contractor's past performance on similar Bid Proposals.
 - A2.3.5 Contractor's design and engineering reliability factors.
 - A2.3.6 Contractor's maintainability considerations and recommendations.

- A2.3.7 Bidder's logistical and service support.
- A2.3.8 Bid Proposals taking total exception to these specifications will not be accepted.
- A2.3.9 Bid Proposals that do not comply with the prescribed method to take exceptions listed in paragraph A2.7 will be rejected without further consideration.
- A2.3.10 Cooper County Ambulance District seeks the highest level of quality assurance and liability protection. To insure that these standards are met, Federal Specification KKK-A-1822F and Ford Motor Company's "QVM" (Qualified Vehicle Modifier) program will be considered as the minimum acceptable guidelines. **These standards shall be applicable regardless of the first stage chassis manufacturer specified herein.** The Bidder shall submit documentation that the second stage vehicle manufacturer is a current member of the Ford QVM program. **Bids not meeting this requirement cannot be accepted.**
- A2.4 Contract Award. The Purchaser reserves the right to increase the number of vehicles or equipment specified under this contract. If awarded, the Bidder agrees that additional public governmental agencies may purchase under the same terms and prices afforded by any contract arising from the bid award.
- A2.4.1 The Purchaser has the right to waive any informalities, irregularities and technicalities in procedure.
- A2.4.2 The Purchaser reserves the right, before awarding this contract, to require a Bidder to submit evidence of the second stage manufacturer's qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of said manufacturer, including past performance on contracts of this type with other agencies. The purchaser shall be the final authority in the award of this bid.
- A2.5 Warranty. The successful manufacturer shall provide a 12-month/12,000 mile warranty on the vehicle to cover defective parts and/or components, the improper choice of materials, parts and/or components, improper design or engineering and poor or improper workmanship or quality control techniques. This warranty shall cover the complete vehicle and shall include any and all costs for labor and parts or materials that are required to correct any and all deficiencies. It is not the intent of this requirement that such items such as light bulbs, filters, tires, brake linings, windshield wiper blades, etc. are to be covered.
- A2.5.1 Since it is the purpose of these specifications to provide a modular body that will provide many years of service, the Manufacturer of the vehicle(s) bid shall warranty the structural integrity of the modular body for a period of at least 15 years. This warranty shall be in writing and shall be included with this Bid Proposal. Bidders who fail to meet this requirement shall not be considered as responsive.

A2.5.2 The ambulance electrical system shall be covered by a limited LIFETIME warranty that will remain in effect for as long as the unit is owned by Cooper County Ambulance District. The electrical system warranty shall include, but not be limited to, defects in the vehicle wiring, connections, circuit breakers, relays, and circuit boards. Any component part such as the electronic siren, strobe warning lights and power supplies, etc. shall be covered by their own manufacturer's warranty and a copy of the major component warranties shall be included with the bid.

A2.6 Service. Bidders shall state below the location of the ambulance manufacturer's nearest service facility and parts depot to the Purchaser's location.

Address: _____

Phone: () _____

A2.6.1 Additional warranty or logistical services that the bidder might provide above and beyond the requirements of these specifications may be listed below. These may be used as per paragraph A2.3.7 as additional basis for a Contract Award.

A2.7. Warranties shall begin at the acceptance of the vehicle(s) by the Purchaser.

A2.8 Materials and Workmanship. All equipment furnished shall be guaranteed to be new and of current manufacture, meet all requirements of this specification, and be in an operable condition at the time of delivery.

A2.8.1 All parts shall be of high quality workmanship shall be in production at the time of bid, and no part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and standard practices.

A2.8.2 All workmanship shall be of quality and performed in a professional manner so as to insure a safe and functional apparatus with an aesthetic appearance.

A2.9 Technical Information/Exceptions. Bidders must furnish all information requested in the space provided in this specification. In addition, Bidders shall supply at least (1) complete sets of sketches, descriptive literature and complete specifications covering the vehicle offered. A copy of the purchasers specifications shall be returned with all sections responded to specifically where there is deviation from these specifications. Any area where these specifications

are not met exactly will be marked with a "no" response. Bid Proposals not meeting this requirement will be rejected.

- A2.9.1 The purchaser reserves the right to increase the number of vehicles ordered as well as additional equipment specified in paragraph 6.2.
- A2.9.2 Bidders shall provide all necessary information requested by these specifications. Spaces shall be marked to indicate whether or not the Bidder complies with that paragraph. Any exceptions taken shall be listed individually. The Bidder, when listing exceptions or "clarifications", shall reference these specifications by the proper paragraph number.

NOTE: Bid Proposals failing to meet the requirements of A2.9.2 will not be considered.

- A2.10 Delivery. The Purchaser requires a delivery date of no later than 120 days from time of final order. The delivery schedule submitted by the bidders and agreed upon by the purchaser shall automatically become binding upon the successful bidder.
- A2.11 Indemnification and Insurance. The contractor shall indemnify and save the Purchaser harmless from any and all claims, liability, losses, and causes of actions which may arise out of the fulfillment of this agreement. The Bidder shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the Purchaser when applicable, and shall pay all costs and judgments which may ensue thereafter.
- A2.12 Since these specifications describe an emergency vehicle that may be used under adverse conditions, Cooper County Ambulance District seeks to reduce its future liability exposure, therefore, all Bidders responding to these specifications shall submit the proper Certificate of Insurance. This shall certify that the "second stage" manufacturer of the vehicle bid has in force product liability insurance in a minimum amount of eleven million dollars (\$11,000,000). This insurance shall be issued by Company rated "A" or better as reported in the current edition of Best's Key Rating Guide, published by Alfred M. Best Company, Inc.
- A2.13 Bidders failing to submit proof of the above insurance requirements cannot be accepted and their Bid Proposal will be rejected.
- A2.14 Patents and Royalties. The Bidder, without exception, shall indemnify and save harmless the Purchaser and its employees from liability of any kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article of manufacture or used in the performance of the contract, including its use by the Purchaser. If the Bidder uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed, and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

- A2.15 Proposal in Reply to Specifications. Any exceptions to these specifications must be itemized. They shall be referenced by paragraph number and listed under section 10, paragraph 10.1 of this Bid Proposal. Should the Bidder require additional space for his reply, he may attach an additional page(s) into the response at that point.
- Details concerning the exceptions or "clarifications" must be clearly explained. Each exception will be considered by the Purchaser as to the degree of impact and total effect on their bid. If specification sheets are referenced, they shall be included as part of the Bid Proposal.
- A2.15.1 NOTE: Bidders are reminded that these specifications call for a vehicle(s) and equipment that meet the specific needs of Cooper County Ambulance District. Price alone is not the primary factor in a bid award. With that in mind, Bidders are encouraged not to take exceptions to this specification but to engineer their product to meet the requirements of Cooper County Ambulance District.
- A2.15.2 When submitting their Bid Proposal, Bidders must return all pages of these specifications as part of the Bid Proposal as it will form the contract between the Contractor and the Purchaser. Caution should be taken by the Bidder that all questions are answered in the spaces provided and all information requested is submitted.
- A2.16 Subcontracts. Cooper County Ambulance District is extremely concerned with purchasing the vehicle(s) from a manufacturer who can provide the necessary parts, service and warranty after the sale.
- A2.16.1 This requirement applies to all major components of the vehicle. Major components would include items such as: the modular ambulance body, interior cabinets, electrical wiring harnesses, switch consoles, paint and other related items.
- A2.16.2 This no subcontractor clause will apply to any type of subcontract, lease, rental or any other similar arrangement. The Bidder may be required by Cooper County Ambulance District to prove compliance with this requirement. No exceptions will be allowed on this requirement since the Purchaser will not accept the above mentioned warranties (A2.5) from a fragmented source.
- A2.17 Familiarity with Laws. The Bidder is presumed to be familiar with all Federal, State and Local laws, ordinance, code rules, and regulations that may in any way effect the work. Ignorance on the part of the Bidder shall in no way relieve him from responsibility.
- A2.17.1 Qualified Dealers. The Bidder is required to include a copy of their Missouri State Dealership License to sell motor vehicles in the State of Missouri. Any vendor not meeting the requirement to legally sell new motor vehicles in the State of Missouri will be automatically disqualified without further consideration.

A2.18 Pre-Award Clarifications. In the event a clarification is requested on the contents of this specification, the question shall be addressed in writing to:

Larry Jones,
Ambulance Manager
Cooper County Ambulance District
17651 Hwy B
Boonville, MO 65233

A2.19 Pre-Construction Conference. The successful Contractor shall be required, prior to manufacturing, to have a Pre-Construction Conference at the site of his choosing with representatives of Cooper County Ambulance District to finalize all the construction details. If the Bidder requires the conference to be held at a location other than that of the Purchaser, the Bidder shall at his expense provide transportation, lodging and meals, etc., for two (2) people designated by the Purchaser.

If this meeting is to occur at a location more than 300 miles from the Purchaser's location, the transportation shall be by a commercial air carrier. Private or corporate aircraft cannot be used.

A2.20 Performance Test and Requirements. The vehicle shall, at the time of delivery, conform to the minimum requirements of the latest standards covering vehicles of this type. This shall include Federal, State and Local requirements.

A2.20.1 All vehicles delivered under this contract shall conform to any other Federal Motor Vehicle Standards in effect at the time of delivery.

A2.21 Anti-Collusion Statement. By signing this bid, the Bidder agrees that his bid is made without any understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose and that his bid is in all respects fair and without collusion or fraud.

\$73-897-3113

AMBULANCE DEPARTMENT
COOPER COUNTY MEMORIAL HOSPITAL
17651 B HWY
PO BOX 88
BOONVILLE, MO. 65233

PURCHASE

5000

This order number must appear on all correspondence, invoices, packages and shipping papers.

OFFICE: 660-882-4105
FAX: 660-882-8108

DATE 03-31-2016

TO
Emergency Services Supply
6641 Christopher Drive
St Louis, Mo. 63129

SHIP TO

SHIP VIA FOB TERMS DELIVERY REQ

QUANTITY	DESCRIPTION	PRICE
(2)	2016 Chevrolet 3500 Chassis partial Vin # Below: to be remounted onto our 2013 Modular bodies per quote Dated 3-30-2016	
*	1 st Chassis to be remounted as early as August 2016. (Start Date)	
*	2 nd Chassis to be remounted as early as MARCH 2017 (Start Date) This Chassis will be covered until remount process starts	
	Delivered Price.	\$183,770.-
	Prepay for Chassis (2)	\$76,000.-
*	Chassis will be stored at CSACE industries until Remount process finishes.	\$107,770.00
	BALANCE Due:	
	Payable 1 st Remount Delivered	\$53,885.00
	Payable 2 nd Remount Delivered	\$53,885.00
	Chassis Vin G1232164 # G1231516	

BY *Larry Jones*

**OSAGE AMBULANCE
2016 WARRIOR
ORDER FORM**

Dealer Name: ESS

Salesperson: DK

Customer Name: Cooper County
& Address 17651 Highway B
Boonville, MO 65233

Shipping Address: _____

Fleet Number: _____

Contact Name: Larry Jones

Email: Cooper_ems@yahoo.com

Phone: (660) 882-7461 Ext. 2420

Fax: _____

Chassis Type: 2016 G3500

Osage Unit #: 4916 / J2212

VIN: 1GB3GRCL7G1231196

Ref #4146 / J1886

ORDER SUMMARY

SUBTOTAL OF OPTIONS: \$

(+) BASE PRICE: \$

TOTAL UNIT PRICE: \$

\$135,245.00

DELIVERY DATE:

Osage believes the proposed design (identified above with an *) could increase the chance of injury to passengers, and recommends the following:

_____ There would be no additional cost for this change.

_____ The additional charge for this change would be _____

_____ Dealer directs that Osage modify the design as recommended.

_____ Dealer acknowledges the above recommendation, and directs Osage to proceed with the original design.

This recommendation was reviewed with the purchaser, _____

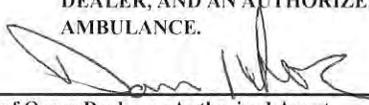
of _____ Date _____

**Endows Responsibility for Full Payment for Unit# J2212
within Three (3) Days of Completion.**

TERMS ARE F.O.B. LINN, MO

OSAGE AMBULANCE WILL NOT BE RESPONSIBLE FOR THE

**THIS ORDER IS NOT BINDING UNTIL SIGNED BY BOTH AN OSAGE
DEALER, AND/ OR AN AUTHORIZED REPRESENTATIVE FOR AN OSAGE
DEALER, AND AN AUTHORIZED REPRESENTATIVE FOR OSAGE
AMBULANCE.**



4/4/16

Signature of Osage Dealer or Authorized Agent

Date Signed

Rob Eisterhold

4/4/2016

Signature of Authorized Representative of Osage Ambulance

Date Signed



Public Works Department

**10000 East 59th Street
Raytown, Missouri 64133
(816) 737-6012
www.raytown.mo.us**

Ambulance replacement schedule

The City of Raytown owns and maintains three ambulances that are operated by the EMS department for the good of the community. Two of the ambulances are in service 24/7 and the third is a relief or back up ambulance to be used when an ambulance is in for service or in the event of a mass casualty situation.

The ambulance fleet represents a substantial investment and as such requires an ongoing commitment to maintenance, and a plan for replacement based on an evaluation of the historical information, current use, trends in the industry and the needs of the community.

The replacement schedule of an ambulance must include factors such as the durability of the coach and the useful life expectancy of the chassis. An ambulance platform that experiences continuous expensive breakdowns or damaged beyond repair by crash will need to be replaced on an as needed and funded basis.

The body/coach shall have a minimum life expectancy so as to allow for at least one remount/refurbish onto a new chassis. The remounting of the body to a new chassis will generally represent a 30% savings over the cost of a complete comparable unit.

The life cycle of the chassis shall be 6 years or 150,000 miles whichever occurs first for light duty class IV truck/van chassis.

The expected life cycle of the ambulance body (the coach) shall be 12 years.

When an ambulance is purchased new and complete (chassis and coach body together) this will begin the replacement clock. The newest ambulance will be the lead ambulance (301), and the second oldest ambulance will be (302) and the third ambulance (303) will be the highest mileage and oldest ambulance in the fleet.

The newest ambulance will serve 2 years as the lead unit and historically will travel the most miles. (30,000 per year)

The second oldest ambulance will serve in this position for years 3 and 4 of the life cycle and travel similar miles. (25,000 per year)



Public Works Department

**10000 East 59th Street
Raytown, Missouri 64133
(816) 737-6012
www.raytown.mo.us**

The oldest/highest mileage ambulance will serve as the backup ambulance for years 5 and 6 of the life cycle traveling the least miles.
(5,000 to 10,000 per year)

Year 7 the oldest ambulance will be sent to a suitable vendor for refurbishing, repainting and remounting of the body (coach) on a new chassis. This will begin the second 6 years of the life cycle of the ambulance by returning to the primary role (301). The two trucks not refurbished or replaced will be cascaded down to be 302 and 303 respectively based on age and miles.

Year 9 the oldest ambulance will be sent to a suitable vendor for refurbishing, repainting and remounting of the body (coach) on a new chassis. This will begin the second 6 years of the life cycle of the ambulance by returning to the primary role (301). The two trucks not refurbished or replaced will be cascaded down to be 302 and 303 respectively based on age and miles.

Year 11 the oldest ambulance will be sent to a suitable vendor for refurbishing, repainting and remounting of the body (coach) on a new chassis. This will begin the second 6 years of the life cycle of the ambulance by returning to the primary role (301). The two trucks not refurbished or replaced will be cascaded down to be 302 and 303 respectively based on age and miles.

Year 13 begins a new cycle with the purchase of a complete new ambulance (chassis and coach). With the purchase of the new coach the so begins the 12 year life cycle of the body (coach) and the 6 year life cycle of the chassis.

**CITY OF RAYTOWN
Request for Board Action**

Date: June 2, 2016

Resolution No.: R-2877-16

To: Mayor and Board of Aldermen

From: Kati Horner Gonzalez, Acting Director of Public Works

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: Board approval of the purchase of 3 new copiers and 1 large format printer.

Recommendation: Staff recommends approval as submitted.

Overview: Staff solicited a bid for the replacement of 3 copiers, replacement of two existing large format printers with one large format printer, and the establishment of an ongoing service contract for nine high-volume copiers. The three existing copiers have reached the end of the lease and City Hall staff has experienced an increase in problems with them. The large format copiers are both over ten years old and both have limited capabilities in operations due to their age. In previous years, staff has moved forward with a program to buy all copiers outright; the three copiers included in the bid are the last remaining copiers to be purchased through this program.

Bid documents were sent to seven companies, posted on the City web page, and printed in the City's official newspaper. Five companies bid on the project. Staff evaluated all bids comparatively and Datamax was determined to be the low-bid as shown in Exhibit C. The total purchase cost for all copier/printers is \$18,711.00.

The maintenance program for the copiers is billed on a per-month basis; average monthly volumes project a cost of approximately \$400.00 per month. Service for the large format printer will be \$0.00 for the first year and \$480.00 thereafter. The term of service is one year with up to five years in service with renewals.

Alternatives: Award bid to different company. Keep existing copiers in service.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Fund:	Capital Fund
Amount to Spend:	\$18,711.00

Additional Reports Attached: Bid documents, Bid analysis

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF COPIERS AND PRINTERS FROM DATAMAX IN AN AMOUNT NOT TO EXCEED \$18,711.00 FOR FISCAL YEAR 2015-2016

WHEREAS, the City of Raytown currently utilizes Datamax to provide maintenance to the copy machines located at City Hall; and

WHEREAS, after a bid process and evaluation Datamax has been determined to be the low bid; and

WHEREAS, the City of Raytown in the 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 Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorize and approve the purchase of copiers and printers from Datamax in an amount not to exceed \$18,711.00 for fiscal year 2015-2016;

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

THAT the purchase of copiers and printers from Datamax in an amount not to exceed \$18,711.00 for fiscal year 2015-2016 is hereby authorized and approved; and

FURTHER THAT the City Administrator is authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated herein 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 7th day of June, 2016.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

Exhibit C

ITEM	DESCRIPTION	QUANT-ITY	ALL COPY PRODUCTS*		DATAMAX #1 **		DATAMAX #2 **	
			MAKE/MODEL	TOTAL PRICE	MAKE/MODEL	TOTAL PRICE	MAKE/MODEL	TOTAL PRICE
1	COPIER Type I	1	Canon IRA C5235A	\$ 4,447.00	Canon IRA C3330i	\$ 3,416.00	Konica C308	\$ 4,187.00
2	COPIER Type II	2	Canon IRA C5235A	\$ 10,756.00	Canon IRA C3330i	\$ 9,056.00	Konica C308	\$ 10,754.00
3	SERVICE PROGRAM	9	Black & White	\$ 0.0065	Black & White	\$ 0.0050	Black & White	\$ 0.0050
			Color	\$ 0.0550	Color	\$ 0.0430	Color	\$ 0.0430
4	LARGE FORMAT PRINTER/SCANNER	1	Canon IPF 785 M40	\$ 6,100.00	Canon IPF 785 MFP	\$ 6,239.00	Canon IPF 785 MFP	\$ 6,239.00
5	LARGE FORMAT SERVICE PROGRAM	1	Parts/Labor	900	Parts/Labor	\$0.00	Parts/Labor	\$0.00
			Black & White	0.08/line	Black & White	\$0.00	Black & White	\$0.00
			Color	0.14/line	Color	\$0.00	Color	\$0.00
COMBINED TOTAL PRICE				NA		NA		NA

* On the wide format there is also a price for lite or heavy coverage: \$0.29 and \$0.49 respectively.

**Wide format service is \$0.00 for yr 1 and \$480 thereafter. Plus ink and print heads.

ITEM	DESCRIPTION	QUANT-ITY	POWER-ON TECHNOLOGY***		RICOH ****		TOSHIBA *****	
			MAKE/MODEL	TOTAL PRICE	MAKE/MODEL	TOTAL PRICE	MAKE/MODEL	TOTAL PRICE
1	COPIER Type I	1	Kyocera.Copy-star CS-3051i	\$ 6,310.00	Ricoh MPC 3003	\$ 3,981.96	Toshiba eStudio 3055c	\$ 4,555.00
2	COPIER Type II	2	Kyocera.Copy-star CS-3051i	\$ 16,198.00	Ricoh MPC 3003	\$ 9,183.12	Toshiba eStudio 3055c	\$ 11,200.00
3	SERVICE PROGRAM	9	Black & White	\$ 307.0000	Black & White	\$ 393.70	Black & White	\$ 0.0074
			Color		Color		Color	\$ 0.0407
4	LARGE FORMAT PRINTER/SCANNER	1	Canon IPF 785	\$ 6,235.00	Not Noted	\$ 6,500.00	HP DesignJet T830	\$ 5,939.00
5	LARGE FORMAT SERVICE PROGRAM	1	Parts/Labor	\$ 95.00	Parts/Labor	\$ -	Parts/Labor	\$ 30.00
			Black & White		Black & White	NA	Black & White	NA
			Color	500 sq ft/mo	Color	NA	Color	NA
COMBINED TOTAL PRICE				NA		NA		NA

*** Service bid only includes the 3 new copiers, and they declined to bid on the existing copier service.

The \$307/month is based on 10,500 B&W plus 4500 Color. Charge for overage was not noted.

****Overages on the service program for items 1 and 2 are 0.0050 for B&W and 0.0424 for Color.

Bid for item 1 was stated as a quantity of 7. The bid form stated a quantity of 1. Staff divided the bid total by 7 to obtain the amount shown.

***** Bid tendered showed \$401.08/mo, but was based on 24,500 B&W @\$0.0074 and 5400 Color @\$0.0407

Bid tendered showed Large format service as \$431.08/mo, but excluded toner/ink cartridges.

Bid tendered showed only three service programs for the standard width copiers, versus the nine noted in the city Bid Form.

**CITY OF RAYTOWN, MISSOURI
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
(816) 737-6012
PUBLIC WORKS – ENGINEERING DIVISION**



**PROJECT NAME: 2016 Copier Lease and Maintenance Agreement
BID OPENING DATE AND TIME: March 22, 2016, at 4:00 P.M.**

**ADDENDUM NO. 1
DATE: March 8, 2016**

The original bid documents for the 2016 Copier Lease and Maintenance Agreement shall remain in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the plans and specifications.

Clarifications:

1. In section IB-17, subparagraph 17.1, delete “ten (10) days”, and insert “thirty (30) days”.
2. On page CA-6, In Article XI, line 2, delete “ten (10) days”, and insert “thirty (30) days”.
3. In the Bid Form, for item no. 1 (Copier Type I) under “Quantity”, delete “3” and add “1”
4. In the Bid Form, for item no. 2 (Copier Type II) under “Quantity”, delete “0” and add “2”
5. Service Programs under Item 3 are for both Type I and Type II copiers.
6. In section 2.2 of the specifications, on page SP-1, add an additional sentence as follows:
The copiers shall be as specified “or Equal”.
7. On page SP-3, delete the table from section 2.4, and insert the following table:

COPIER	COPIES PER MONTH		CURRENT METER READING
	COLOR	BLACK	
Type I Administration	700	2000	306,998
Type I Court	100	1300	207,539
Type I Court	0	900	348,197
Type I Dept. of Public Affairs	4000	5500	286,956
Type I Public Works	400	2500	203,514
Type I Streets	0	800	409,027
Type I Parks	200	2500	174,522
Type II Finance	0	6000	605,723
Type II Main	0	3000	989,891

8. On page SP-3, paragraph 3.5, in the first address, delete “2 Type I”, and insert “0 Type I and 2 Type II,”.

9. All copiers are Canon, and the model is as follows:

- Model 2030 for Administration, Dept. of Public Affairs, Public Works, Streets, and Parks
- Model 5035 for Finance.
- Main is an Image-runner 6870, and Courts are both Image-Runners 10251F

10. The current copiers for Department of Public Affairs, Parks, and Public Works are being replaced with this project.

--

--

ACKNOWLEDGEMENT

Each bidder shall acknowledge receipt of this Addendum No. ___ with their signature affixed hereto, and shall attach this Addendum to the original bid proposal.

NAME
Project Manager

CERTIFICATION BY BIDDER:

COMPANY _____

SIGNATURE _____

PRINT NAME _____

DATE _____

Raytown Public Works Department

**2016 COPIER LEASE AND
MAINTENANCE AGREEMENT**

**CITY OF RAYTOWN, MISSOURI
AGREEMENT FOR PURCHASE OF GOODS**

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SPECIFICATIONS.....	SP-1

CITY OF RAYTOWN, MISSOURI

NOTICE TO BIDDERS

Sealed Bids for 2016 Copier Lease and Maintenance Agreement will be received by the City of Raytown, Missouri, at the office of the City Clerk, Raytown City Hall, 10000 E. 59th Street, Raytown, Missouri, 64133, until 4:00 P.M. (local time) on March 22, 2016, at which time bids will be publicly opened and read aloud at the Raytown City Hall. Any Bid received after the designated closing time will be returned to Bidder unopened.

All Bids shall be submitted in sealed envelopes addressed to the CITY OF RAYTOWN, MISSOURI, ATTENTION: PUBLIC WORKS DEPARTMENT, and marked "Bid for: 2016 Copier Lease and Maintenance Agreement". Copies of the Specifications, Bidding Documents and other Contract Documents are on file at the office of:

Raytown City Engineer
10000 E. 59th St.
Raytown, KS 66030
(816) 737-6012

BIDDERS SHOULD READ AND BE FULLY FAMILIAR WITH ALL CONTRACT DOCUMENTS INCLUDING ADDENDA BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT HE/SHE HAS READ THE CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH AND HAS INCLUDED IN THE BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK INCLUDING DELIVERY OF THE GOODS OR VEHICLE/EQUIPMENT. DELIVERY SHALL BE AS INDICATED IN THE INSTRUCTIONS TO BIDDERS.

No oral, telegraphic, facsimile or telephonic Bids or Bid alterations or corrections will be considered.

The Successful Bidder, as determined by the City of Raytown, Missouri, shall execute an Agreement on a form to be provided by the City. In the event the Successful Bidder is unable to execute the Agreement, for whatever reason, within the time provided in the Notice of Award, the City may annul the Notice of Award and the Bid Deposit may be forfeited. In addition, the City may exercise its legal prerogatives, including, but not limited to, enforcement of its rights as to specific performance.

The City reserves the right to accept or reject any and all Bids and to waive any technicalities or irregularities therein. Bids may be modified or withdrawn by written request of the Bidder if such requests are received in the office of the City Clerk, prior to the time and date for Bid opening. No Bidder may withdraw a Bid for a period of thirty (30) days after the date set for Bid opening.

ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF THE CITY BECAUSE OF SUCH REJECTION, AND THE FILING OF ANY BID IN RESPONSE TO THIS NOTICE SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THE CONDITIONS HEREIN.

**CITY OF RAYTOWN, MISSOURI
AGREEMENT FOR PURCHASE OF GOODS**

INSTRUCTIONS TO BIDDERS

IB-1. DEFINITIONS:

- 1.1. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Documents or the Contract Documents and become a part of the Contract Documents, Receipt of each addendum shall be acknowledged by the Bidder in the Bid.
- 1.2. Amendment - A change to the Contract Documents, made in writing, signed by City and the Bidder/Contractor on or after the Effective Date of the Agreement. Amendment is the only method available for changing the Contract Time or Contract Price.
- 1.3. Bidder - A person or entity who submits a Bid.
- 1.4. Bidding Documents - Includes the Notice to Bidders, Instructions to Bidders, the Bid Form, the Bidder's Proposal and the Contract Documents (including all Addenda issued prior to receipt of the Bids).
- 1.5. Change Order - A written document issued by City, which is signed by the Mayor of City, or the Mayor's designee, and by the Contractor/Vendor authorizing an addition, deletion or revision to the Work, materials, or vehicle/equipment or an adjustment (increase or decrease) in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement. The Contract Price and Contract Time may only be modified by a duly executed Change Order.
- 1.6. "City" and "Owner" - Both terms shall mean City of Raytown, Missouri.
- 1.7. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, vehicle/equipment, systems, standards and workmanship as applied to the materials, vehicle/equipment and services and certain administrative details applicable thereto.
- 1.8. Successful Bidder - The person or entity who is determined and declared by City to be the best and lowest, qualified, responsible and responsive Bidder.
- 1.9. "Vendor" or "Contractor" - Both terms mean the person or entity with whom City has entered into the Agreement, together with its duly authorized agents or legal representatives.

- 1.10. **Public Works Director** - City representative to whom all questions, notices and other communication regarding this Bid should be addressed, unless specifically stated otherwise.

IB-2. COPIES OF BIDDING DOCUMENTS:

- 2.1. Bidders may obtain complete sets of the Bidding Documents from City at the location identified in the Notice to Bidders in the number and for the deposit sum, if any, stated therein.
- 2.2. Complete sets of Bidding Documents must be used in preparing Bids; City does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3. City, in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

IB-3. QUALIFICATIONS OF BIDDERS:

- 3.1. In evaluating Bids and determining the Successful Bidder, City shall consider qualifications of the Bidder. City may conduct such investigation it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders to City's satisfaction within the prescribed time period. Each bidder shall submit, on a form provided for that purpose, a statement of Bidders' Qualifications, when required by the City. The City reserves the right to reject any bid where investigation of available evidence does not satisfy the City, in its sole discretion, that the Bidder is qualified to carry out all terms of the contract.
- 3.2. Each Bid must contain evidence of Bidder's qualification to do business in the state of Missouri or a covenant to obtain such qualification prior to award of the Agreement.

IB-4. EXAMINATION OF BIDDING DOCUMENTS:

- 4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Bidding Documents thoroughly, (b) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the vehicle/equipment and services to be supplied, (c) study and carefully correlate Bidder's observations with the Bidding Documents; and (d) notify City of all conflicts, errors or discrepancies in the Bidding Documents.
- 4.2. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder had complied with every requirement of the Bidding Documents and that without exception, the Bid is premised upon furnishing of the materials and services required by the Bidding Documents and Specifications, and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the materials and services.

IB-5. INTERPRETATIONS AND ADDENDA:

- 5.1. Bidders shall promptly notify City in writing of any errors, omissions, discrepancies or inconsistencies which they may discover upon examination of the Bidding Documents and Contract Documents.
- 5.2. Any interpretation, correction or change of the Bidding Documents and Contract Documents will be made by written addendum from City. Interpretations, correction or changes of the Bidding Documents and Contract Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections and changes.
- 5.3. Written addenda will be mailed or faxed to all who are known by City to have received a complete set of Bidding Documents. Copies of written addenda will be made available for inspection wherever Bidding documents are on file for that purpose. Each Bidder shall ascertain prior to submitting its Bid that it has received all written addenda issued, and it shall acknowledge receipt in its Bid.

IB-6. CONTRACT TIME:

- 6.1 The times for delivery of the material or vehicle/equipment and the performance of any services are to be set forth by City in the Bid and will be included in the Agreement.

IB-7. BID FORM:

- 7.1. The Bid Form is included with the Bidding Documents. The Bid Form must be completed in black ink or by typewriter and the completed Bid Form shall be without alteration or erasure. The Contract Price shall be stated both in writing and in figures.
- 7.2. Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 7.3. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 7.4. All names must be typed or printed below the signature. The address, telephone number (and if available, facsimile number) for communications regarding the Bid must be shown.
- 7.5. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

IB-8. SUBMISSION OF BIDS:

- 8.1. Bids shall be submitted as provided in the Notice to Bidders.
- 8.2. No oral, telegraphic, telephonic or facsimile Bids will be accepted.

8.3 Any Bid received after the Bid opening will be returned to Bidder unopened.

IB-9. MODIFICATION AND WITHDRAWAL OF BIDS:

9.1 Bids may be modified or withdrawn by written request of the Bidder received in the Office of City Clerk, prior to the time and date for Bid opening. No Bidder may withdraw a Bid for a period of thirty (30) days from the date set for the opening thereof.

IB-10. OPENING OF BIDS:

10.1 Bids will be opened and read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

IB-11. BIDS TO REMAIN SUBJECT TO ACCEPTANCE:

11.1 All Bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid prior to that date.

IB-12. AWARD AND EXECUTION OF CONTRACT:

12.1. City reserves the right to accept or reject any and all Bids and to waive any and all technicalities or irregularities therein and to negotiate contract terms with the Successful Bidder. Also, City reserves the right to reject the Bid of any Bidder if City believes that it would not be in the best interest of City to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City.

12.2. Discrepancies in the multiplication of units of materials or vehicle/equipment and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

12.3. In evaluating Bids, City will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form.

12.4. If the successful Bidder is a corporation, the Agreement must be executed in the corporation's name and executed by the president or vice-president (or other corporate officer with evidence of authority to sign) and the corporate seal must be affixed and attested to by the Secretary or Assistant Secretary. Corporate address must be shown below the signature. If the successful Bidder is a partnership, the contract must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

12.5. All corporations must provide a certificate of good standing in the State of Missouri and if the successful Bidder is a foreign corporation it must also provide authorization to do business in the State of Missouri from the Missouri Secretary of State valid for the year in which the contract is executed.

IB-13. TAXES:

13.1 The City of Raytown, Missouri, is exempt from federal, state and local taxes pursuant to Missouri law. A tax exemption certificate will be furnished to the vendor upon request.

IB-14. INVOICING AND PAYMENT:

14.1. Payment shall be made after receipt and acceptance of the goods. Services will be paid after receipt of invoice in the manner provided herein.

14.2. The bill submitted by Contractor/Vendor shall itemize the materials, vehicle/equipment and services for which service is requested. City agrees to pay vendor within thirty (30) days of approval.

14.3 In the event City becomes credibly informed that any representations of the Contractor/Vendor provided in its invoice are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Contractor/Vendor until the inaccuracy and the cause thereof, is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to the Contractor/Vendor immediately. Contractor/Vendor shall help effect resolution and transmit a revised invoice if necessary.

14.4 Payments by the City may be made using any of the following methods of payment, in its sole discretion: (a) automated clearing house ("ACH") or wire transfer; (b) for payments under \$1,000, credit/purchasing cards; or (c) checks. When utilizing the check option, all checks will be mailed to Contractor's place of business, without exception and may not be picked up in person by Contractor. When utilizing the ACH or wire transfer option, the transaction will occur within the timeframe provided by the contract documents with no advance or subsequent notice to the Contractor.

The successful Bidder will be required to submit, in the contract documents, such financial information as shall be required by the City to enable the use of the aforementioned payment methods and to enable the City to properly report such payments as required by federal law. Such information may include, but shall not be limited to bank account number(s), bank ABA number(s), or a Form W9-Request for Taxpayer Identification Number and Certification.

IB-15. NONDISCRIMINATION:

- 15.1. The vendor shall be an equal opportunity employer as defined by Section 2000(e) of Chapter 21, Title 42 of the United States Code.
- 15.2. Vendor agrees to abide by all applicable state and federal regulations regarding nondiscrimination and affirmative action.

IB-16. SEXUAL HARASSMENT:

- 16.1. Harassment on the basis of sex is a violation of Sec. 703 of Title VII of the Civil Rights Act of 1964. Any such proven harassment of employees or of other persons shall be deemed a breach of the present Agreement and the Agreement may be canceled, terminated or suspended in whole or in part by City.
- 16.2. Applying general Title VII principles, Vendor is responsible for the acts of its agents, employees, and subcontractors with respect to sexual harassment regardless of whether the specific acts complained of were authorized or were forbidden by Vendor and regardless of whether the vendor knew or should have known of their occurrence.

IB-17. TERMINATION:

- 17.1. City reserves the right to terminate the Agreement with Vendor for either cause or for its convenience and without cause or default on the part of Vendor, by providing ten (10) days written notice of such termination to Vendor. If the goods/services are provided in installments, Vendor shall immediately cease making delivery of future installments and cease all services upon receipt of notice of termination, unless other arrangements are made between the parties and reduced to writing, signed by both parties.
- 17.2. If City terminates for its convenience, City shall compensate Vendor for all goods and services provided to the date of vendor's receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which are allowed under the Agreement.
- 17.3. If City terminates for cause or default on the part of Vendor, City shall compensate Vendor for the reasonable cost of Work completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which are allowed under the Agreement. City also retains all its rights and remedies against Vendor, including but not limited to, its rights to sue for damages, interest and attorney fees.

CITY OF RAYTOWN, MISSOURI
2016 Copier Lease and Maintenance Agreement

BID FORM

TO: CITY OF RAYTOWN
JACKSON COUNTY, MISSOURI

The undersigned Bidder hereby proposes to furnish and deliver to the City of Raytown, Missouri, the following materials or vehicle/equipment in the designated quantities in accordance with the Specifications, Bidding Documents and other Contract Documents, and within the time period specified herein, in consideration of the prices as follows:

ITEM	DESCRIPTION	QUANTITY	MAKE/MODEL	TOTAL PRICE
1	COPIER Type I	3		\$
2	COPIER Type II	0		\$
3	SERVICE PROGRAM	9		\$
4	LARGE FORMAT PRINTER/SCANNER	1		\$
5	LARGE FORMAT SERVICE PROGRAM	1		\$
	COMBINED TOTAL PRICE			\$ _____

List any exceptions to specifications:

NOTE: City reserves the right to select/award either the Standard Bid or the Alternate Bid.
The project will be awarded based on the most responsible and responsive bid received for the Base Project and/or the Base plus the Alternate Bid and/or the Alternate Bid.

1. The undersigned Bidder further agrees to deliver the type and quantity of equipment Bid within Sixty (60) days of the date of the Notice of Award issued by City.
2. In submitting this Bid, the undersigned declares that he/she is of lawful age and that he/she executed the accompanying Bid on behalf of the Bidder therein named, and that he/she had lawful authority so to do, and said Bidder has not directly or indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such Bids or any Bids, the limiting of the Bid or Bidders, the parceling or farming out to any Bidder or Bidders, or other persons or any part of the Agreement or any part of the subject matter of the Bid or Bids or of the profits

thereof, and that he/she has not and will not divulge the sealed Bid to any person whomsoever, except those having a partnership or other financial interest with him/her in said Bid or Bids, until after said sealed Bid or Bids are opened.

3. The undersigned Bidder further declares that he/she has carefully examined the Notice to Bidders, Instructions to Bidders, Specifications, and other Contract Documents, and that he/she has satisfied himself/herself as to all quantities, delivery and to the right of City to order additional quantities of vehicle/equipment at the unit prices bid, of either the Standard Bid or Alternate Bid as determined by the official award, through _____.
4. It is understood that City will pay in a prompt and timely manner in accordance with the payment procedure set out in the Instructions to Bidders.
5. The undersigned Bidder acknowledges receipt of the following written addenda (insert "none" if none were received):

6. It is understood that the Notice to Bidders, Instructions to Bidders, Specifications, Bid Form and Agreement all form the Contract Documents and are fully a part of the Agreement as if each were fully set forth herein.

DATED this ____ day of _____, 20__.

Bidder/Company

(SEAL)

Signature

Attest: _____
Secretary

Title

Address

Telephone Number

Facsimile No.

**CITY OF RAYTOWN, MISSOURI
AGREEMENT FOR PURCHASE OF GOODS**

AGREEMENT BETWEEN CITY AND VENDOR

FOR 2016 Copier Lease and Maintenance Agreement

THIS AGREEMENT is made and entered into this *Date*, 20__, by and between the City of Raytown, Missouri, hereinafter "City", and _____, hereinafter "Vendor."

WITNESSETH:

WHEREAS, City has caused to be prepared in accordance with the law, a Notice to Bidders, Instructions to Bidders, Bid Form, this Agreement, Specifications and other Contract Documents for the equipment, material, and services herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing materials, labor, tools, vehicle/equipment and transportation necessary for, and in connection with this Agreement; and

WHEREAS, Vendor, in response to the advertisement, has submitted to City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, City, in the manner prescribed by law, has publicly opened, examined and reviewed the Bids submitted, and as a result of this review has, in accordance with the law, determined and declared Vendor to be the Successful Bidder for providing the said materials, vehicle/equipment and services, and has duly awarded to Vendor this Agreement therefore upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid Form attached to and made a part of this Agreement.

NOW THEREFORE, in consideration for the compensation to be paid Vendor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, City for itself and its successors, and Vendor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. Vendor will furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the Work as designated, described and required by the Contract Documents, all in accordance with the Notice to Bidders, Instructions to Bidders, Bid Form, this Agreement, Specifications and other Contract Documents on file with the City Clerk of Raytown, Missouri, all of which Contract Documents form this Agreement, and are as fully a part hereof as if repeated verbatim herein; all Work to be done and materials or vehicle/equipment delivered in a good, substantial and workmanlike manner and to the entire satisfaction of City, and in accordance with the laws of City, the State of Missouri and the United States of America.

ARTICLE II. City shall pay to Vendor for the performance of the Work embraced in this Agreement, and Vendor will accept in full compensation therefore, the sum of _____ DOLLARS (\$____.00) referred to as the Contract Price, (subject to adjustment as provided by and in accordance with the Contract Documents) for all equipment, material, services, and Work covered by and included

in the Contract Documents, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents. City reserves the right to make additions and deletions to the Contract Documents as provided in the Contract Documents.

ARTICLE III. Vendor shall commence the Work on _____, 20____, and will complete all Work covered by this Agreement on or before _____, 20____. Time is of the essence.

ARTICLE IV. Vendor shall not subcontract, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof without previous written consent of City. No subcontracts, or other transfer of this Agreement, shall release Vendor of its liability under this Agreement.

ARTICLE V. Vendor specifically acknowledges and confirms that it has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in the other Contract Documents and knowingly accepts same.

ARTICLE VI. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other Contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Missouri.

ARTICLE IX. All local, state and federal laws and requirements as described in the Contract Documents which apply to this Agreement shall be incorporated herein by reference.

ARTICLE X. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

ARTICLE XI. City reserves the right to terminate this Agreement for cause or for convenience and without cause or default by providing ten (10) days written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall, at City's option as contained in the notice: (1) immediately cease all work; or (2) meet with the City's Project Representative and, subject to City's approval, determine what work shall be required of Contractor in order to bring the project to a reasonable termination in accordance with the request of the City. If the City terminates this Agreement for convenience and without cause, the City shall compensate Contractor for all work completed to date of its receipt of the termination notice and for any additional work the parties might agree is reasonably necessary to bring the project to a reasonable termination point. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. If the City shall terminate for cause or default on the part of Contractor, City shall compensate Contractor for the reasonable cost of its work completed

to date of receipt of its termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. The City also retains its rights and remedies against Contractor including but not limited to its rights to sue for damages, interest and attorney fees.

IN WITNESS WHEREOF, the City of Raytown, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Vendor has executed ____ counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF RAYTOWN, MISSOURI

By: _____ Date: _____
Mahesh Sharma, City Administrator

[SEAL]

ATTEST:

Date: _____
Teresa Henry, City Clerk

VENDOR

Vendor

[SEAL]

BY:

Date: _____

Signature

ATTEST:

Title

Secretary

Address

City, State, Zip

Phone No.

Facsimile No.
(if available)

(If the Contract is not executed by the president of the corporation or general partner of the partnership, please provide documentation which authorizes the signator to bind the corporation or partnership.)

FINANCIAL INFORMATION

The following information is required to enable the use of automated clearing house/wire transfer payments by City and to enable the City to properly report such payments as required by federal law.

Name on Bank Account: _____

Bank Name: _____

Bank ABA Number: _____

Account Number: _____

Attach a completed Form W9 - Request for Taxpayer Identification Number and Certification hereto.

**CITY OF RAYTOWN, MISSOURI
AGREEMENT FOR LEASE OF GOODS
AND FOR MAINTENANCE SERVICES AND MATERIALS**

SPECIFICATIONS FOR

2016 Copier Lease and Maintenance Agreement

The following specifications shall apply to purchase *and installation* of 2016 Copier Lease and Maintenance Agreement for the City of Raytown, Missouri, herein called the City. The City reserves the right to waive minor technicalities under this Specification.

1.0 GENERAL REQUIREMENTS

2.0 MATERIAL:

2.1. All material and equipment shall be new and of the best quality and shall be applied in accordance with the manufacturer's recommendations and the latest industry standards.

2.2. The Standard Bid price shall be separate and distinct from the Alternate Bid price and City reserves the right to select and award a bid from either the Standard Bid or Alternate Bid, subject to City's policy for the acceptance or rejection of Bids in general.

2.3 Copier Type I shall be manufactured by the Canon Company, Model C5030
OR the Sharp Company, Model MX-3116N Color MFPs,
OR the Samsung, Company, Model CLX-9301 Color MFPs,
And shall have the following optional equipment:

- Automatic Document Feeder
- Sorting
- Paper Trays
 - 8.5" x 11"
 - 11" x 17"
 - 8.5" x 14"
 - Bypass Tray
- Intranet Printing
- Scanning to file and to e-mail
- Hard wired LAN connection
- Energy Star Rating
- Black and White and Color Hybrid
- Printer memory up to 20 MB

Copier Type II shall be manufactured by the Canon Company, Model C5030
OR the Sharp Company, Model MX-3116N Color MFPs,
OR the Samsung, Company, Model CLX-9301 Color MFPs,
And shall have the following optional equipment:

- Automatic Document Feeder
- Sorting
- Paper Trays
 - 8.5" x 11"
 - 11" x 17"
 - 8.5" x 14"
 - Bypass Tray
- Intranet Printing
- Scanning to file and to e-mail
- Hard wired LAN connection
- Energy Star Rating
- Black and White and Color Hybrid
- Printer memory up to 20 MB
- Stackless Duplexing
- Automatic Sizing
- Image Editing
- Faxing
- Stapler/Finishing
- Two Sided Feeder

2.4 Service Program shall include:

- Term of Service Agreement shall be one year, with optional renewal for four terms of one year each. Service Agreement shall not auto extend, but shall expire at one year unless extended prior to expiration.
- **See table below for monthly volume for each copier.**
- Copier software shall be compatible with City LAN. Vendor shall apply upgrades to copier as necessary to ensure continued compatibility with City LAN.
- Vendor shall provide all necessary ink, toner, and developer for the equipment furnished.

COPIER	COPIES PER MONTH	
	COLOR	BLACK
Type I Administration	700	2000
Type I Court	100	3000
Type I Dept. of Public Affairs	4000	5500
Type I Public Works	400	2500
Type I Streets	0	800
Type I Parks	200	2500
Type II Finance	0	6000
Type II Main	0	3000

2.5 Large Format Printer/Scanner shall be manufactured by the Canon Company, Model IPF 785 MFP
 OR the Ricoh Company, Model MP-CW2200 SP,
 OR the Samsung Company, Model CLX-9301 Color MFPs,
 And shall have the following optional equipment:

- Manual Document Feeder
- Roll Feeder for Paper, roll size 42" x 500'
- Intranet Printing
- Scanning to file and to e-mail, with resolution from 100 to 600 dpi.
- Hard wired LAN connection
- Energy Star Rating
- Black and White and Color Hybrid
- Printer memory 384 MB RAM, 30 GB Dedicated File Processing Memory
- Hard Drive memory 160 GB

3.0 DELIVERY AND PACKAGING:

- 3.1. Delivery of all vehicle/equipment shall be made during normal working hours (8:00 a.m. – 5:00 p.m.) on Monday through Friday, exclusive of holidays. A minimum 24-hours advance notice shall be given to Jason Hanson, at 816-737-6012, so delivery arrangements can be planned.
- 3.2. Delivery of all material and equipment shall be made within thirty (30) days of execution of the contract agreement.
- 3.3. Manuals shall be included at time of delivery. This shall include (2) equipment operating instruction handbooks, (1) shop manual and (1) service manual for the next year and model of all equipment.
- 3.4. Delivery of all equipment shall be complete and ready for operation (Installation shall be included. Installation of IT components necessary for operation shall be included.).
- 3.5. All prices are to be F.O.B. destination –
 City of Raytown, 10000 E. 59th Street, Raytown, MO, 64133 1 Large Format, 2 Type I
 5912 Lane, Raytown, MO, 64133, 1 Type I

4.0 ADDITIONAL QUANTITIES:

- 4.1. City reserves the right to order additional quantities of material and equipment at the unit bid prices indicated on the Bid Form, through October 31, 2016 and subject to Standard Bid or Alternate Bid acceptance, and Bid award.

CITY OF RAYTOWN
Request for Board Action

Date: June 3, 2016

Resolution No.: R-2876-16

To: Mayor and Board of Aldermen

From: Doug Jones, Emergency Medical Services Director

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____



Action Requested: EMS requests the Board of Aldermen authorize the purchase of a Stryker Power-LOAD system, to be installed on the ambulance which is currently to be ordered and delivered later in 2016.

Recommendation: The Department of Emergency Medical Services recommends the purchase and installation of this equipment.

Analysis: The Power-LOAD cot fastener system compliments the Power-PRO ambulance cots we currently have in service. During loading into/unloading from the ambulance, the system supports the full weight of cot and patient, lifts/lowers the cot into/out of the ambulance mechanically, thereby minimizing the potential to drop the cot or patient during these operations, and eliminating the operator spinal loads which can lead to cumulative trauma. Cost includes freight, extended warranty/maintenance package (7-year), and the retrofit of one of our cots to be used with the system.

Alternatives: The alternative would be to not purchase the system.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount Requested: \$28,608.12

Fund: Capital Sales Tax

Additional Reports Attached: Quote from Stryker
Power-LOAD brochure
Sole-source documentation
Additional information on the biomechanics of back injuries

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF A STRYKER POWER-LOAD COT FASTENER SYSTEM FROM STRYKER EMS EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$28,608.12

WHEREAS, the Raytown Emergency Medical Services Department desires to utilize a power-load cot fastener system to assist with loading into and unloading from the ambulance; and

WHEREAS, the City of Raytown Emergency Medical Services Department utilizes Stryker EMS Equipment for the purchasing of a new power-load cot fastener system; 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, funds for such purpose are budgeted from the Capital Improvement Sales Tax and such expenditure has been reviewed and on March 15, 2016, was recommended by the Special Sales Tax Review Committee as being consistent with voter intent; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City to authorize and approve the purchase of a power-load cot fastener system from Stryker EMS Equipment, Inc. in an amount not to exceed \$28,608.12;

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

THAT the purchase of a power-load cot fastener system from Stryker EMS Equipment, Inc. in an amount not to exceed \$28,608.12 is hereby authorized and approved; and

FURTHER THAT the City Administrator and/or his designee is authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated herein 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 7th day of June, 2016.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

Date: April 29, 2013

Re: Power-LOAD Cot Fastener Sole Source Information

To Whom It May Concern:

Stryker Medical certifies that we are the sole manufacturer of the Stryker EMS Power-LOAD (Model 6390). This correspondence is to inform you of the unique characteristics of the Power-LOAD Cot Fastener. These characteristics can be broken down into two primary categories: Independent Qualification, and Ease of Use.

The Stryker EMS Power-LOAD (Model 6390) cot fastening system is mounted within the patient compartment and is intended to aid in the loading/unloading of patients. The Stryker Power-LOAD is the only powered cot fastening system that meets the following:

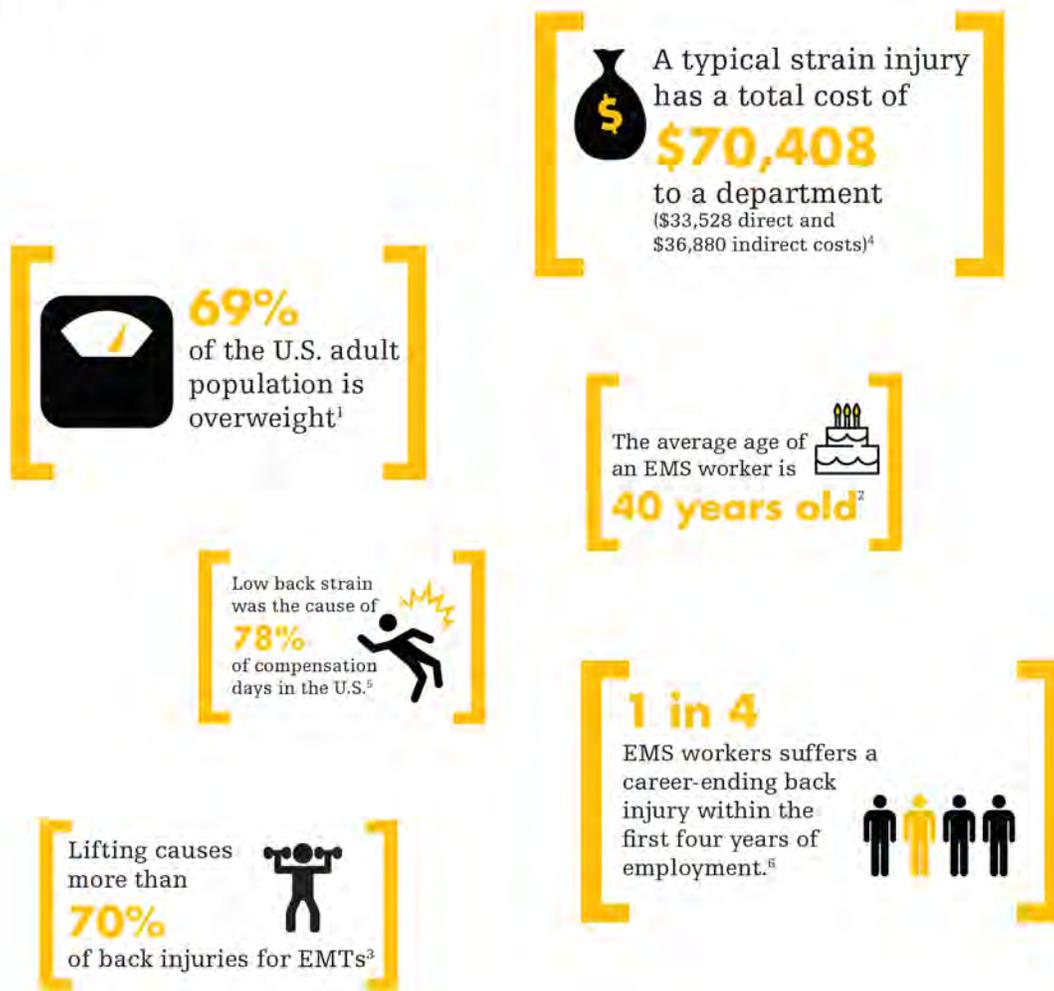
Independent Qualification

- IPX6: The system is rated to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: This certification indicates that Power-LOAD conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789 clause 4.5.9: This is a European dynamic crash test which subjects a 50th percentile dummy to a nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges or danger to the safety of persons in the road ambulance.

Ease of Use

- Device must provide a linear guide when loading and unloading the cot
- Device must allow for remote actuation from Power-PRO foot end controls
- Device must engage to the cot during loading and unloading, providing a means of lifting and lowering
- Device must allow for manual back-up operation in the event of power failure or system error
- Device must have a safe working load of 870 lbs and be capable of lifting patients weighing up to 700lbs.
- Device must be mounted inside the patient compartment to prevent environmental exposure and corrosion
- Device must be power washable
- Device must be capable of inductively charging the Stryker SMRT cot battery

Please contact your Stryker Sales Representative for further information.



Did you **know?**

The statistics can be overwhelming. Stryker has [PROVEN] solutions to help your team fight early retirement.^{6,7}



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2. <http://www.ems1.com/ems-management/articles/1193622-EMS-recruitment-strategies-for-managers/>
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7. <http://ems.stryker.com/> Stryker's Powered System shown to reduce back related injuries.

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Power-LOAD™
power-loading
cot fastener system

Power-LOAD

power-loading cot fastener system

Shown with optional accessories.

Reduce the risk of injuries when loading and unloading cots

Power raise and lower for loading and unloading

using your finger, not your back.



Load and unload patients with the touch of a button.

Operator injuries result from repetitive spinal loading. Our innovative Power-LOAD cot fastener system is designed to load and unload a compatible cot with the touch of a button – not your back.

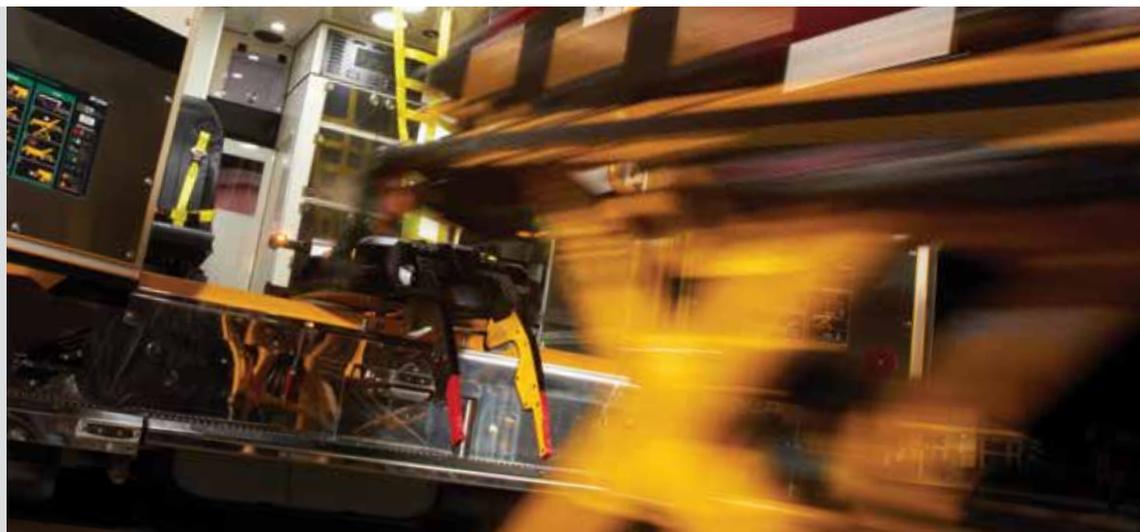
Save yourself from injury. Save your career with Power-LOAD.

Ergonomically designed to reduce operator and patient injuries, Power-LOAD hydraulically lifts patients weighing up to 700 lbs.

Lifts and lowers the cot into and out of the ambulance, reducing spinal loads and the risk of cumulative trauma injuries.

The Power-LOAD cot fastener system improves operator and patient safety by supporting the cot throughout the loading and unloading process. The reduction in spinal load helps prevent cumulative trauma injuries. Power-LOAD wirelessly communicates with Power-PRO™ cots for ease of operation and maximum operator convenience.

- **Eliminates the need to steer the cot into and out of the ambulance.**
- **Minimizes patient drops by supporting the cot until the wheels are on the ground.**
- **Meets dynamic crash test standards for maximized occupant safety.**
- **Features an easy-to-use manual back-up system, allowing complete operation in the event of power loss.**
- **Lifts or lowers the cot into and out of the ambulance, eliminating spinal loads that can result in cumulative trauma injuries.**



Cot Release Handles

Red release handles allow the cot to be disengaged from the Power-LOAD system when unloading.



Duplicate LED Indicator

Displays Power-LOAD status at the head end for added operator convenience.



Manual Trolley Release

Allows trolley to be released when locked at the head end.

Inductive Charging

Power-LOAD automatically charges the cot SMRT battery and Power-LOAD battery when in transport position (no cable or connectors required).

Head-end LED Indicators

Keeps operator informed of position status. Solid green when in position or ready to transport; flashing amber when not in position or not ready to transport.

Trolley

Secures the cot into the Power-LOAD system.

Lifting Arms

Battery-powered hydraulic lift system supports the cot and patient during loading and unloading.

Linear Transfer System

Supports and guides the cot during loading and unloading.

Control Panel

Allows complete operation for manual cots as well as the operation of powered cots in the event of a power loss.

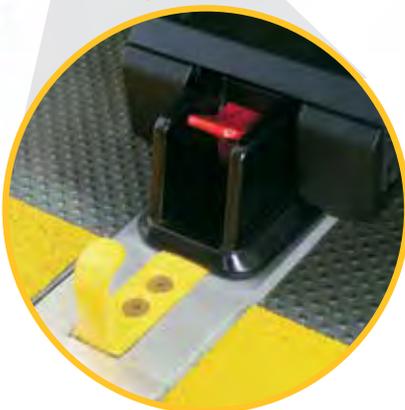


Battery Indicator

If the Power-LOAD system is in transport position, the battery LED will flash green, indicating the battery is being charged. If the battery is low, the caution LED will flash amber.

Foot-end Release

Allows the cot to be disengaged from the patient compartment.



Safety Hook

Assures handling confidence when loading and unloading in the event of power loss.

700lb
capacity

Features

1 Lifting Arms

Battery-powered hydraulic lift system supports the cot and patient during loading and unloading.

2 Head-end LED Indicators

Keeps operator informed of position status. Solid green when in position or ready to transport, flashing amber when not in position or not ready to transport.

3 Control Panel

Allows complete operation for manual cots as well as the operation of powered cots in the event of a power loss.

4 Cot Release Handles

Red release handles allow the cot to be disengaged from the Power-LOAD system when unloading.

5 Linear Transfer System

Supports and guides the cot during loading and unloading.

6 Inductive Charging

Power-LOAD automatically charges the cot SMRT battery and Power-LOAD battery when in transport position (no cable or connectors required).



Inductive Charging

Power-LOAD automatically charges the SMRT battery when in transport position (no cable or connectors required).



Power Controls

The Power-PRO cot controls the Power-LOAD system during loading and unloading for ease of operation and maximum convenience.



Low Electrical Demand

Power-LOAD is self-powered, drawing minimal amperage from the vehicle (during charging process).



Operation Guide

Power-LOAD operation labels are provided and intended to be placed on the inside of the rear doors of the ambulance as a quick reference guide for Power-LOAD operation.



Control Panel

Allows complete operation for manual cots as well as the operation of powered cots in the event of a power loss.



Marine Grade Hydraulic System

Provides reliable operation in harsh conditions.

Warranty

- One-year parts, labor, and travel or two-year parts only
- Lifetime on all welds*

Extended warranties available.

*7-year service life

Certifications:

IPX6 IEC 60601-1
 AS/NZS 4535:1999 BS EN 1789:2007





Power-LOAD Cot Compatibility

The Power-LOAD compatibility option is available for the Power-PRO XT, Power-PRO IT, and Performance-PRO. This system meets dynamic crash test standards for maximized occupant safety¹ and will automatically charge the Power-PRO XT and Power-PRO IT SMRT battery.



Power-PRO XT Ambulance Cot



Power-PRO IT Ambulance Cot



Performance-PRO XT Ambulance Cot

Optional Features



Wheel Guide

Required for applications when the Power-LOAD system is mounted near the wall. Keeps the wheels straight when loading and unloading.



Mass Casualty Floor Mount Assembly

Provides cot compatibility for non-upgraded Stryker X-frame cots. Assembly equipped with quick release mechanism for ease of operation.



Mass Casualty Wall Mount Assembly

Provides cot compatibility for non-upgraded Stryker X-frame cots. Assembly equipped with quick release mechanism for ease of operation.

Power-LOAD Specifications

Model Number	6390
Length	
Overall Length	95 in (241 cm)
Minimum Length	89.5 in (228 cm)
Width	
	24.5 in (62 cm)
Weight	
Total Weight	211.5 lb (96.5 kg)
Floor Plate Assembly	16.5 lb (7.5 kg)
Anchor Assembly	23 lb (10.5 kg)
Transfer Assembly	67 lb (30.5 kg)
Trolley Assembly	105 lb (48 kg)
Maximum Weight Capacity*	700 lb (318 kg)
Minimum Operator Required	
Occupied Cot	2
Unoccupied Cot	1
Recommended Loading Height	22 in to 36 in (56 cm to 91 cm)
Battery	12V, 5 Ah Lead Acid Battery (6390-001-468)

* Maximum weight capacity represents patient weight. Safe working load of 870 lb (395 kg) represents the sum of the cot total weight and patient.

† Meets dynamic crash standards for Power-PRO XT (AS/NZS-4535 and BS EN-1789) and Performance-PRO XT (BS EN-1789).

Stryker reserves the right to change specifications without notice.

Specifications are rounded to the nearest whole number. Conversions are calculated before rounding.

The Power-LOAD cot fastener system is designed to conform to the Federal Specification for the Star-of-Life Ambulance KKK-A-1822.

Patents pending.

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Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	4759421	03/09/2016	QUOTE		

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	1	PowerLOAD	6390000000	\$20,995.00	\$20,995.00	
		Options				
	1	PowerLOAD	6390000000	\$20,995.00	\$20,995.00	
	1	Standard Comp 6390 Power Load	6390026000			
	1	English Manual	6390600000			
	1	1 year parts, labor & travel	7777881660			
2.00	1	Protect Power-LOAD- 7year	77506001	\$5,804.12	\$5,804.12	
3.00	1	6506 PWRLD COMPAT UPGRADE KIT	6506700001	\$1,499.00	\$1,499.00	
4.00	1	ProCare Upgrade Charge	77100003	\$310.00	\$310.00	

Note:

Product Total	\$28,608.12
Freight	\$0.00
Tax	\$0.00
Total Incl Tax & Freight	\$28,608.12

Signature: _____ Title/Position: _____ Date: _____

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ISB KEYNOTE LECTURE

THE BIOMECHANICS OF LOW BACK INJURY: IMPLICATIONS ON CURRENT PRACTICE IN INDUSTRY AND THE CLINIC

Stuart M. McGill

Occupational Biomechanics and Safety Laboratories, Department of Kinesiology, Faculty of Applied Health Sciences, University of Waterloo, Waterloo, Ontario, Canada N2L 3G1

Abstract—The purpose of this paper is to introduce some concepts of low back injury for use towards developing better injury risk reduction strategies and advancing rehabilitation of the injured spine. Selected issues in low back injury are briefly reviewed and discussed, specifically, the types of tissue loads that cause low back injury, methods to investigate tissue loading, and issues which are important considerations when formulating injury avoidance strategies such as spine posture, and prolonged loading of tissues over time. Finally, some thoughts on current practice are expressed to stimulate discussion on directions for injury reduction efforts in the future, particularly, the way in which injuries are reported, the use of simple indices of risk such as load magnitude, assessment of the injury and development of injury avoidance strategies. This paper was written for a general biomechanics audience and not specifically for those who are spine specialists. © 1997 Elsevier Science Ltd. All rights reserved.

Keywords: Low back injury; Lumbar spine; Injury; Low back pain.

INTRODUCTION

What really causes low back injury? Why may only one individual become injured among a group of workers performing an identical job? How is it that a worker can perform a physically demanding job all day and then 'throw their back out' at night picking up a pencil? How does low back injury occur in people who perform seated-sedentary jobs? It is better to stoop or squat when lifting? Is compression that most important loading variable when considering injury? We have all experienced injury of various sorts throughout our lives, but why do we become injured at all? While it is currently popular to state that psychosocial components factor heavily in several aspects of occupational low back pain, there is no dispute that injury must result from excessive mechanical loading of a particular tissue, thereafter psychosocial aspects affect injury reporting, pain perception, etc. In fact, it is the characteristics of the load itself (load rate, mode of load compression, bending, torsion, shear, etc.) and properties of the tissue which determine the type and extent of tissue damage. Loads on individual tissues can be surprisingly high, in fact, given the magnitude of tissue loads during the performance of quite ordinary daily tasks, our enjoyment of lengthy periods free from injury fosters an appreciation for the magnificent strength and durability of the low back.

The purpose of this review paper is to introduce, and discuss in a limited way, some selected issues associated with low back injury. It is the opinion of this author that failure to recognize the intricacies of the biomechanics of low back injury is a serious impediment to the further development of strategies for significant reduction in occupationally related low back injury and also hinders major advances in rehabilitation of the injured spine. Combining biomechanical modelling techniques to ob-

tain tissue loads with studies of tissue mechanics and structural architecture is a powerful approach for analysing injury mechanisms, assessing the injury risk, and preparing injury avoidance strategies.

THE INJURY PROCESS

While a generic scenario for injury is presented in this section, references for injury from repeated and prolonged loading to specific tissue is provided in the next section. The purpose here is to motivate consideration of the many factors which modulate the risk of tissue failure, and generate hypotheses to probe injury etiology.

Injury, or failure of a tissue, occurs when the applied load exceeds the failure tolerance or strength of the tissue. Injury shall be defined, for the purposes of this paper, as the full continuum from the most minor of tissue irritation (but micro-trauma nonetheless) through to the grossest of tissue failure, for example, vertebral fracture or ligament avulsion. Obviously, a load that exceeds the failure tolerance of the tissue, applied once, produces injury (the Canadian snowmobiler, airborne, and about to experience an axial impact with the spine fully flexed is at risk of, in this case, posterior disc herniation upon landing). This injury process is depicted in Fig. 1, where a margin of safety is observed in the first cycle of sub-failure load. In the second loading cycle, the applied load increases in magnitude, simultaneously decreasing the margin of safety to zero and injury occurs. While this description of low back injury is common, particularly amongst the medical community who are required to identify an event when completing injury reporting forms, it is the contention of this author that relatively few low back injuries occur in this manner. (More detail or the types of loads which create injury are noted in the next section).

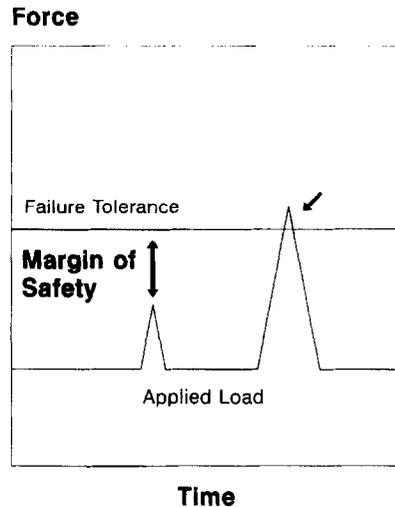


Fig. 1. The Canadian snowmobile driver (the author in this case who should know better) is about to experience an axial compressive impact load to a fully flexed spine—one-time application of load can reduce the margin of safety to zero as the applied load exceeds the strength or failure tolerance of the supporting tissues (shown with the small arrow).

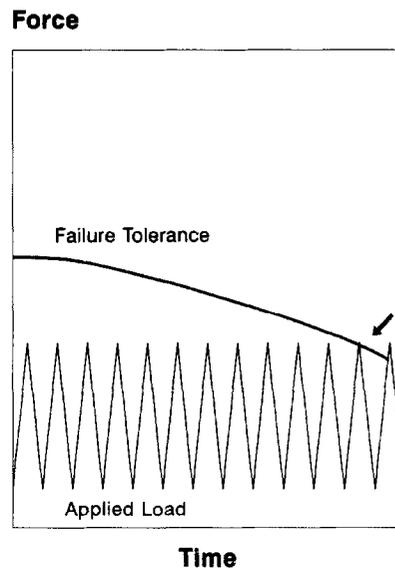


Fig. 2. Repeated sub-failure loads lead to tissue fatigue and failure on the N th repetition of load (or box lift in this example).

There are more likely scenarios which result in injury, when considering occupational and athletic endeavours, which involve cumulative trauma from sub-failure magnitude loads. In such cases, injury is the result of accumulated trauma produced by either the repeated application of relatively low load or the application of a sustained load for a long duration (as in sitting for example). An individual is shown loading boxes on a pallet, repeatedly loading the tissues of the low back (several tissues could be at risk) to a sub-failure level (Fig. 2) causing a slow degradation of their failure tolerance (e.g. vertebrae—Brinckmann *et al.* (1989); disc—Adams and Hutton (1985)). As the margin of safety approaches zero, this individual will experience low back injury. Obviously, the accumulation of trauma is more rapid with higher loads (Carter and Hayes (1977) noted that, at least with

bone, fatigue failure occurs with fewer repetitions when the applied load is closer to the yield strength).

Yet another way to produce injury with a sub-failure load is to induce stresses over a sustained period of time. The rodmen (shown in Fig. 3), with their spines fully flexed for a prolonged period of time are loading the posterior passive tissues and initiating changes in disc mechanics. The sustained load causes a progressive reduction in the margin of safety where injury is associated with the n th% of tissue strain. However, analysis of injury is further complicated by the interaction between the various tissues in the low back. For example, the prolonged—stooped posture loads the posterior ligaments of the spine and posterior fibres of the intervertebral disc causing creep deformation, possibly to the point of micro-failure (e.g. Adams *et al.*, 1980; McGill

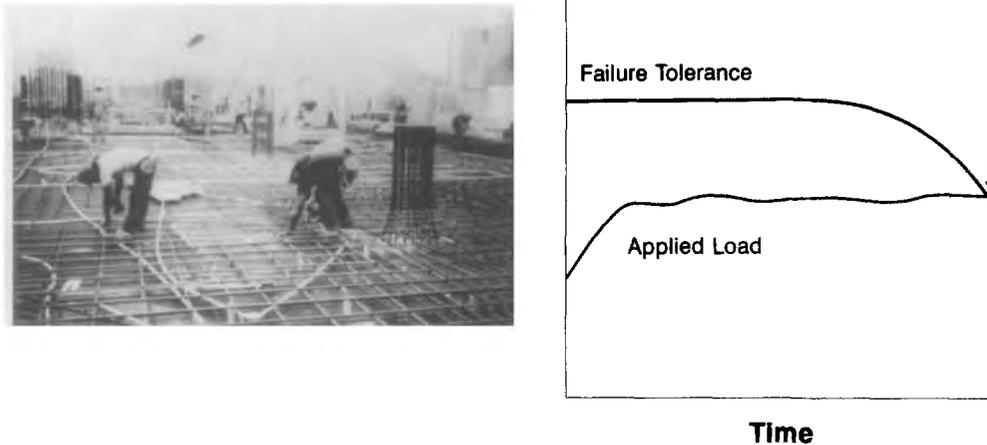


Fig. 3. These 'rodmen' are loading posterior passive tissues for a long duration which fail at the N th% of tissue strain. Strain progresses with time—steadily reducing the margin of safety.

and Brown, 1992). Quite possibly, the following chain of events may result: 'stretched' ligaments increase joint laxity, increasing the risk of hyper flexion injury (to the disc), and increasing the risk of local instability leading to injury of unisegmental structures, and ever increasing shearing and bending loads on the neural arch. It would appear that the most appropriate injury intervention strategies must appreciate the complexities of tissue overload.

The objective of injury avoidance strategies is to ensure that tissue adaption stimulated from exposure to load, it has to keep pace with and ideally exceed, the accumulated tissue damage. Thus, exposure to load is necessary but in the process of accumulating micro-trauma, the applied loads must be removed to allow the healing-adaption process to gradually increase the failure tolerance to the necessary level. Tissue loading, and the risk of injury forms an optimum 'u' shaped relationship, where the determination of the safety optimum for individual tissue loading encompasses both the art and science of medicine and biomechanics.

In summary, the injury process need not only be associated with very high loads but rather, with relatively low loads that are repeated or sustained, justifying the need for rigorous examination of injury and tissue loading for substantial periods of time prior to the culminating injury event. It is important to recognize that simply focusing on a single variable such as one-time load magnitude may not result in a successful index of risk of injury, particularly across a wide variety of activities.

WHAT REALLY CAUSES INJURY?

Understanding the cause of injury is important for developing prevention strategies. While it is out of the scope of this paper, it is acknowledged that the etiology,

pathogenesis and pathology that causes pain and impairment are highly linked together such that injury today changes the biomechanics and in fact the course of normal aging leading to 'degenerative' conditions later (Kirkaldy-Willis (1988) provides an excellent, if not older, review on this topic). The important point is that biomechanists must consider not only the application of the single load but repeated and prolonged loads to tissues that sometimes may be altered from previous load exposure and possible injury.

Vertebrae

Countless studies over the years have demonstrated that a neutral spine under compressive load results in bony failure (e.g. Brinckmann *et al.* (1989) provides a nice review)—specifically end plate fracture and damage to underlying trabeculae (e.g. Fyhrie and Schaffler, 1992) (Fig. 4)—and that repeated loading reduces the ultimate strength (Hansson *et al.*, 1987). Disc herniation is an extremely rare occurrence when the motion unit is compressed in a neutral posture. High-velocity compression results in often catastrophic vertebral burst fractures although this is not associated with occupational disorders (Adams and Dolan (1995) provide a nice review on this topic).

Disc herniation

Disc herniation from one-time application of load is extremely difficult to produce although it was achieved by Adams and Hutton (1982) with the application of compression to a spine deviated into hyperflexion and lateral bending. Herniation is more consistently produced under many cycles of combined compression, flexion and torsional loading (cf. Gordon *et al.*, 1991; Yang *et al.*, 1988) and tends to occur in younger specimens (cf. Adams and Hutton, 1985) with no visible gross signs of 'degeneration'. Epidemiological data also links herniation with

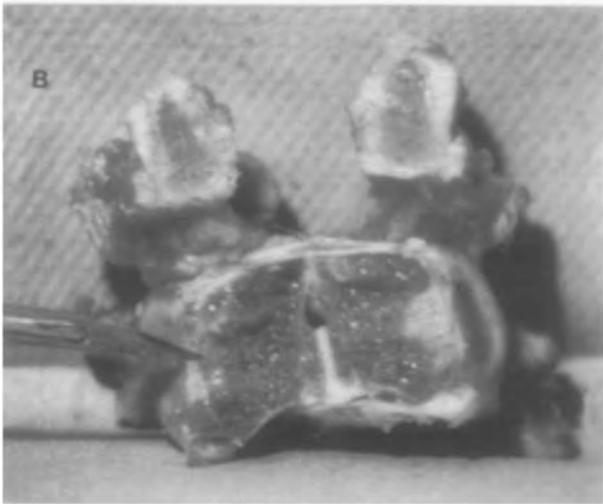
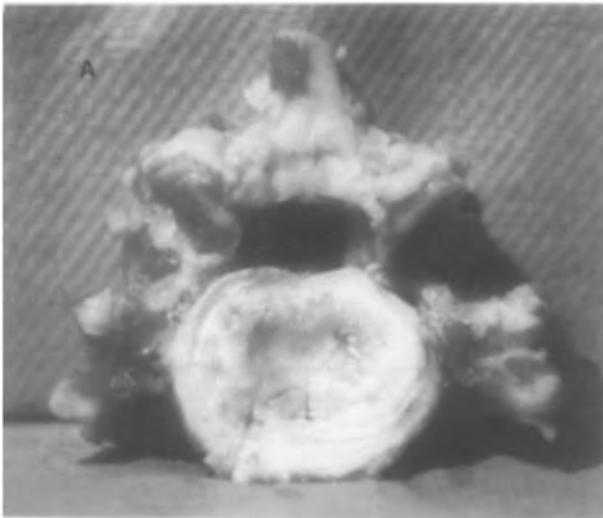


Fig. 4. End plate fracture (A) and intrusion of nuclear material (shown at the tip of the scalpal) into the vertebral body (B) from compressive loading of a spine in a neutral posture. These are porcine specimens from our laboratory.

sedentary occupations and the sitting posture (Videman *et al.*, 1990). In fact, Wilder *et al.* (1988) documented annular tears in young calf spines from prolonged simulated sitting postures and cyclic compressive loading (e.g. truck driving environment). Older spines appear not to exhibit 'classic' extrusion of nuclear material but rather are characterized by delamination of the annulus layers, and radical cracks which appear to progress with repeated loading (e.g. Goel *et al.* (1995), provides a nice modelling and experimental review). In summary, it appears that disc herniation is the result of cyclic loading, or prolonged and sustained loading, in deviated spine postures. The notion that disc herniation in an occupational or athletic setting is the result of a single event appears unlikely.

Ligaments

A similarly interesting story unfolds with bony failure and ligamentous injury. King (1993) noted that soft tissue injuries are much more common during high-energy



Fig. 5. Longitudinal ligament avulsion from a flexion-shear test (shown at the tip of the scalpal) on a porcine specimen.

traumatic events such as automobile collision. Our own observations on pig and human specimens loaded at slow load rates in bending and shear, suggests that most frequently excessive tension in the longitudinal ligaments results in avulsion or bony failure as the ligament pulls some bone away near its attachment (see Fig. 5). Noyes *et al.* (1974) noted that slower strain rates ($0.66\% s^{-1}$) produced more ligament avulsion injuries while faster strain rates ($66\% s^{-1}$) resulted in more ligamentous failure to the fibre bundles (in the middle region of the ligament), at least in monkey knee ligaments. Similar observations were made by Yoganandan *et al.* (1989) on cervical spine ligaments loaded in pure tension at rates from 9 to $2260 mm s^{-1}$. Yet it is interesting to note that in the clinical report by Rissanen (1960) that approximately 20% of cadaveric spines possessed visibly ruptured interspinous ligaments (in their middle, not at their bony attachment) and that dorsal and ventral positions, together with supraspinous, remained intact. Given the oblique fibre direction of the interspinous complex (see Fig. 6(B)), a very likely scenario to damage this ligament would be slipping and falling and landing on one's behind, driving the pelvis forward on impact, creating a posterior shearing of the lumbar joints when the spine is fully flexed. The interspinous is a major load bearing tissue in this example of high-energy loading where anterior shear displacement is combined with full flexion. Given the available data, it is the opinion of this author that torn ligaments of the spine during lifting or other normal occupational activities, particularly to the interspinous complex, is more uncommon than common. Rather, it appears much more likely that ligament damage occurs during a more traumatic event, particularly landing on one's bending during a fall, which then leads to joint laxity and acceleration of subsequent arthritic changes. As has been often said in reference to the knee, 'ligament damage marks the beginning of the end'.

Facets and neural arch

The facets and neural arch appear to withstand approximately 2000 N of shearing load (Cripton *et al.*, 1995) and fail under shear loading and torsional loading

and hyper extension (cf. Admas and Hutton, 1981). Epidemiologically, failure of the neural arch and pars interarticularis is common among athletes who rapidly cycle between flexion and extension suggesting strain reversals of the flexible arch promotes fatigue and eventually failure (cf. Hardcastle *et al.*, 1992; Wiltse *et al.*, 1975).

AN APPROACH TO INJURY ANALYSIS THAT IS SENSITIVE TO HUMAN VARIABILITY

The purpose of this section is to describe a specific modelling approach suited for analysis of injury. While several other approaches, such as finite element modelling and clinically based studies have provided many important insights, the author has chosen to focus on a specific approach in order to discuss some selected notions of low back injury addressed later in the manuscript.

There is tendency among biomechanists, and those responsible for reducing low back injury, to try to simplify the low back system and use various surrogates for tissue load to both quantify the risk of injury and evaluate potential solutions. No doubt determining tissue load-time histories constitutes a first-order approach to examine the risk of injury and to investigate low back mechanics—but it is the most difficult approach. Simply calculating a moment about the low back constitutes a second-order approach. While the moment indicates the general demand on the low back, it does not enable analysis of individual tissue injury since the moment is not partitioned among the various tissues and is not sensitive to other parameters which affect tissue load distribution such as joint position. Some have attempted to relate injury with surrogates such as posture, repetition and 'forcefulness', but these constitute a third-order of investigation as even more unknown factors modulate the risk of injury to each individual tissue. For this reason, to investigate the biomechanics of injury, our objective has been to use a first-order approach employing sophisticated modelling to obtain individual tissue loads and combine this knowledge with tissue experimentation.

There have been several simple modelling approaches used to estimate low back loading and to establish guidelines for maximum allowable loads in industry (NIOSH lifting guidelines for example) that have been reasonably successful in demonstrating the effects of body posture on an overall index of spine load such as low back compression. However, while such an approach may be useful for addressing the most overt of violations of biomechanical principles to reduce the risk of injury in industry, this approach does not elucidate how the spine works, does not identify the individual differences that lead some people to injury, does not address the many subtle mechanical characteristics of the spine that are important when considering injury. Deeper insight into the biomechanics of the low back is aided with a much more anatomically complex approach. The anatomical design of the various tissues of the low back contain many subtleties which work to support loads in a safe way but they may lead to tissue overload if the advantages in design go unrecognized. However, this complex ap-

proach introduces many unknown muscle, ligament, and other tissue forces, the number of which exceed the number of equilibrium equations necessary to solve for their force magnitudes. Two methods have been utilized to distribute forces among the many muscles; optimization and models driven from biological signals, both of which have unique assets and liabilities. The optimization approach utilizes a mathematical convergence algorithm that iterates through incremented muscle forces until a unique solution (or set of muscle forces) is produced that fulfils an objective function, for example, minimum compression of the intervertebral joint. In producing a unique solution, the mechanical constraints of the model are satisfied; in other words, the predicted muscle forces balance the reaction moments. Optimization approaches have been useful for systematically studying apparent muscle co-activation (Hughes *et al.*, 1995)—which in fact may not be co-activation at all during the support of three simultaneous moments about the several joints of the low back (e.g. Pope *et al.*, 1986; Stokes and Gardner-Morse, 1994). However, the same solution is predicted by the optimization approach for all conditions where the reaction moment is similar as the process is unable to distinguish between the many strategies of muscle recruitment that different people choose. Furthermore, many optimization criteria (at least linear criteria) rarely invoke the co-contraction forces in the antagonistic musculature acting about a lumbar joint (Hughes *et al.*, 1994). Therefore, while mathematical validity can be claimed by the optimization approach, biological validity is a concern—particularly when used to assess injury that results from the unique way that an individual moves or activates muscles leading to tissue overload. An alternative approach, and the one documented here, is to partition the reaction moments among the passive tissues (ligaments, disc, and other structures) and muscle based on biological signals are measured directly from the subject. For example, muscle forces are derived, in part, from activation levels measured from calibrated EMG (together with coefficients for muscle physiological cross-sectional area, stress, and instantaneous length and velocity) and the passive tissue forces are estimated from direct measures of calibrated joint angular position. In this way, the individual patterns of muscle recruitment and strategies of muscle-ligament interplay can be assessed per individual, and per task. While mathematical constraints are not always satisfied with the biological approach, and the fact remains that internal tissue force prediction can be problematic, one could argue for its suitability to assess individual injury (for a more complete discussion of the issue refer to Cholewicki *et al.*, 1995). The model of McGill and Norman (1986), which has been expanded to enable full three-dimensional analysis (McGill, 1992) more fully describes this approach to estimate tissue load time histories. Recent developments include improved abdominal architecture (McGill, 1996) and better prediction of the neural activation of deeper muscles such as psoas, quadratus lumborum and the three layers of the abdominal wall (McGill *et al.*, 1996a). While force-time histories of the individual tissues enable evaluation of injury mechanisms, the approach is limited to laboratory usage due to its very complex data collection requirements.

Over a series of experiments examining the mechanics of a variety of tasks, some generalizations can be made regarding the generation of three-dimensional moments about the low back and the resultant compressive loading of the lumbar spine. Equivalent compressive loads can be estimated about single axes using the following single equivalent moment arms to balance three-dimensional moments: extension 5–6.5 cm; flexion 4–4.5 cm; lateral bend 3–4 cm; axial twist 1–3 cm (McGill *et al.*, 1996b). The major reason for diminishing moment arms when generating moments other than extension (resulting in larger compressive penalties for the generation of a given moment) is the general increase in agonist–antagonist co-contraction (particularly for axial twist).

Our model output has enabled analysis of several issues, some of which are addressed in the following sections.

STOOP VS SQUAT LIFTING: DOES IT MATTER?

Let's revisit this old issue of lifting style. For many years, there has been an emphasis in industry to recommend that workers bend the knees and not the back (i.e. squat) when lifting. The fact that many workers prefer to stoop, may be due to the long recognized fact that there is an increased physiological cost in squatting (Garg and Herrin, 1979) and that relatively few jobs can be performed in this way. Several studies have attempted to evaluate the issue of stoop vs squat lifting postures based mostly on comparisons of low back compression but were unable to uncover a clear biomechanical rationale for the promotion of either. Perhaps the issue is much more complex than has been realized. From a tissue load distribution perspective, the following example demonstrates the shifts in tissue loading, predicted from our modelling approach, which has quite dramatic affects on shear loading of the intervertebral column. First, the dominant direction of the pars lumborum fibres of longissimus thoracis and iliocostalis lumborum are noted to act obliquely to the compressive axis of the lumbar spine producing a posterior shear force on the superior vertebra. In contrast, the interspinous ligament complex acts with the opposite obliquity to impose an anterior shear force on the superior vertebra (see Fig. 6). This is one example where spine posture determines the interplay between passive tissues and muscles which ultimately modulates the risk of several types of injury (see Marras *et al.*, 1995). For example, if a subject holds a load in the hands with the spine fully flexed sufficient to achieve myoelectric silence in the extensors (reducing their tension), and with all joints held still so that the low back moment remains the same, then the recruited ligaments appear to add to the anterior shear to levels well over 1000 N, which is of great concern from an injury risk viewpoint (see Fig. 7). However, a more neutral lordotic posture is adopted and the extensor musculature is responsible for creating the extensor moment and at the same time it will support the anterior shearing action of gravity on the upper body and hand-held load. Disabling the ligaments greatly reduces shear loading. Here is an example where the spine is at much greater risk of sustaining shear injury (> 1000 N) than compressive injury

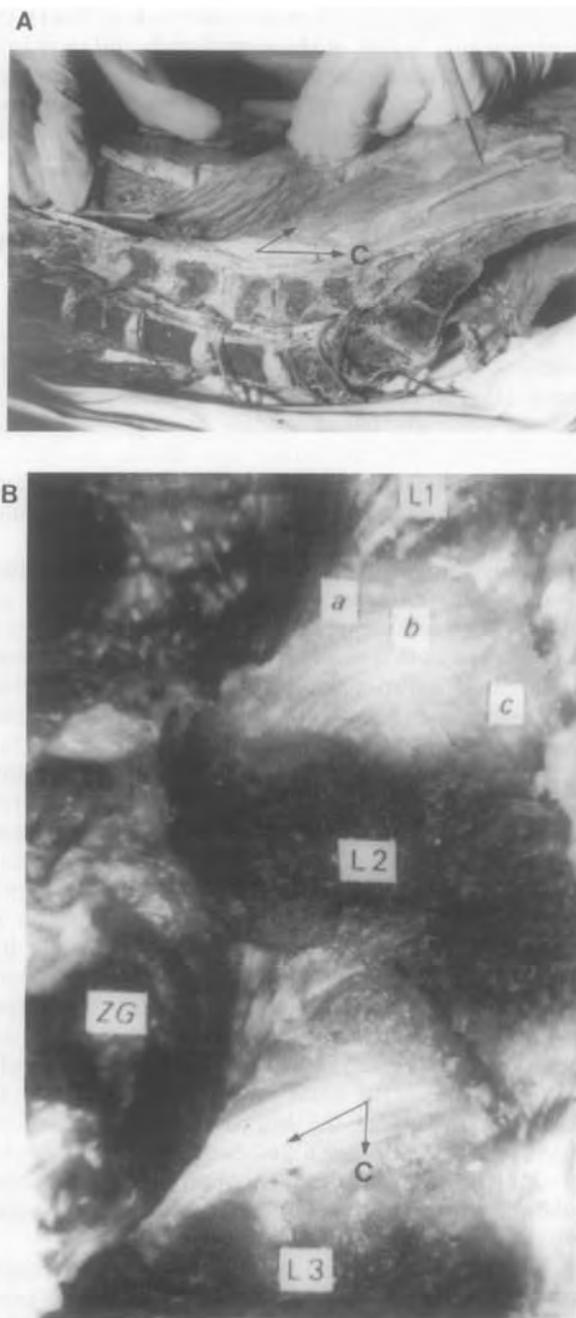


Fig. 6. (A) Pars lumborum fibres of iliocostalis lumborum and longissimus thoracis creates a posterior shear force on the superior vertebra while (B) in contrast the interspinous ligament imposes an anterior shear when strained in flexion (published with permission originally published in Heylings (1978)). The general oblique line of action of the muscle and ligament is shown compared to the compressive axis (c).

(3000 N) suggesting that compression, as an index of risk, was not the best choice of index.

The issue of whether to stoop or squat becomes much more complex when one considers the type of injury, the distribution of load among the tissues, and the modulation of failure tolerance as a function of spine posture. In fact, the case could be made that the important issue is not whether it is better to stoop lift or to squat lift but rather the emphasis could be placed on placing the load

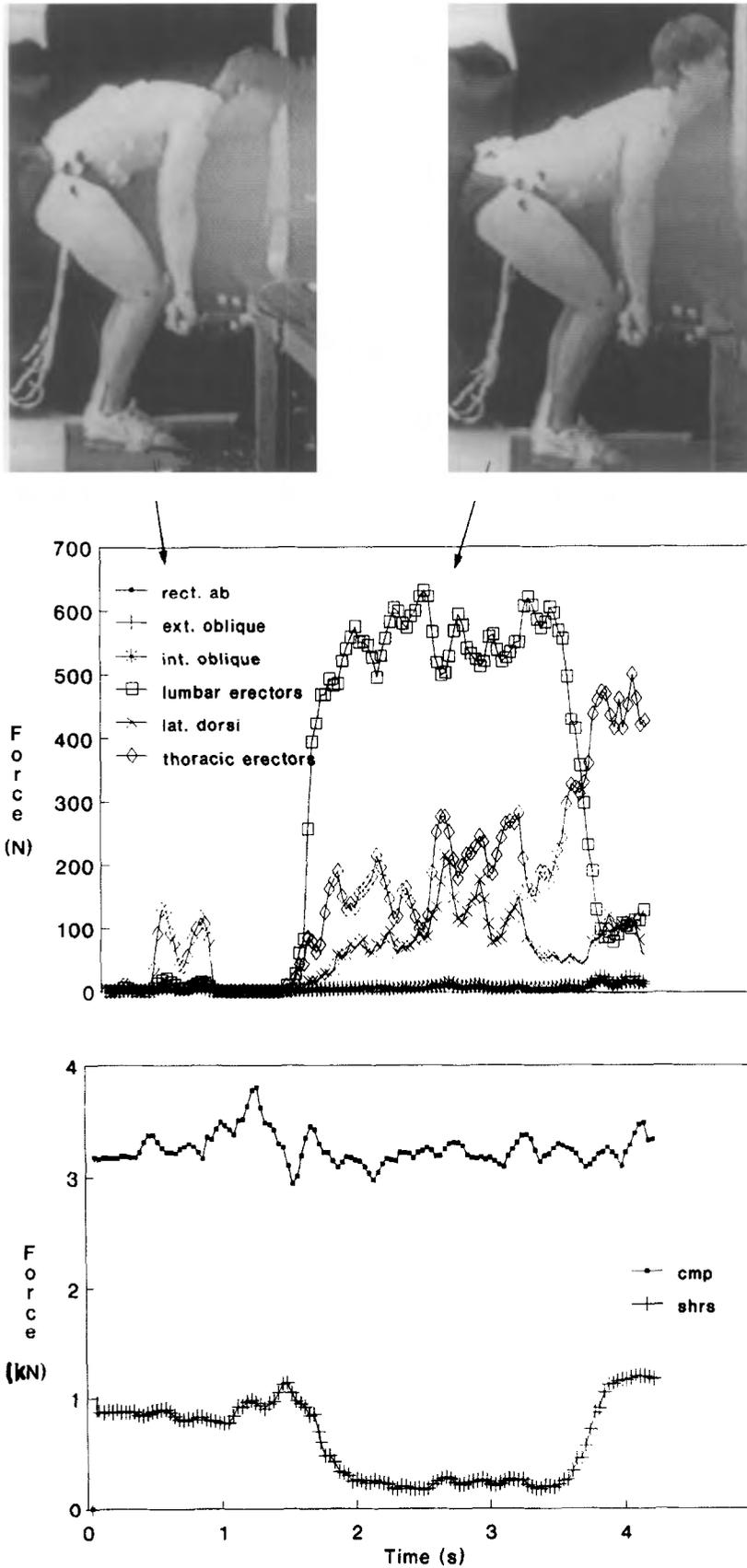


Fig. 7. The fully flexed spine is associated with myoelectric silence in the back extensors and loaded posterior passive tissues, and high shearing forces on the lumbar spine. A more neutral posture recruits the shear supporting pars lumborum extensors, disables the shear imposing interspinous ligaments, and reduces the net shear on the spine.

close to the body to reduce the reaction moment (and the subsequent extensor forces and resultant compressive joint loading) and to avoid a fully flexed spine to minimize shear loading. In fact, sometimes it may be better to squat to achieve this, or in cases where the object is too large to fit between the knees, it may be better to stoop, flexing at the hips but always avoiding full flexion to minimize posterior ligamentous involvement. (For a more comprehensive discussion see McGill and Norman (1987, 1988), Potvin *et al.* (1991) and McGill and Kippers (1994)).

MOTOR CONTROL CONSIDERATIONS AS A CAUSE OF INJURY

While injury from large exertions is understandable, explanation of how people injure their backs performing rather low load, benign appearing, tasks is more difficult—but the following is worth considering. The ability of the joints of the lumbar spine to bend in any direction is accomplished with large amounts of muscle co-contraction. Intuition would suggest that such co-activation patterns increase the compressive load penalty imposed on the spine when generating the torque necessary to support the upper body posture and external load. Perhaps the co-contracting muscles have another role. The lumbar ligamentous spine will fail under compressive loading in a buckling mode at about 90 N (Crisco *et al.*, 1992). The spine can be likened to a flexible rod—under compressive loading it will buckle. However, if guy wires are connected to the rod, like the rigging on a ship's mast, the supporting wires add more compression but the rod is able to bear a much higher compressive load as it stiffens and becomes more resistant to buckling. A number of years ago, we were investigating the mechanics of power lifter's spines while they lifted extremely heavy loads using video fluoroscopy for a sagittal view of the lumbar spine (Cholewicki and McGill, 1992). The range of motion of the power lifter's spines were calibrated and normalized to full flexion by first asking them to flex at the waist and support the upper body against gravity with no load in the hands. During their lifts, although they outwardly appeared to have a very flexed spine, in fact, the lumbar joints were two to three degrees per joint from full flexion, explaining how they could lift such magnificent loads (up to 210 kg) without sustaining the injuries which we suspect are linked with full lumbar flexion. However, during the execution of a lift, one lifter reported discomfort and pain. Upon examination of the video-fluoroscopy records, one of the lumbar joints (specifically, the L4/L5 joint) reached the full flexion calibrated angle, while all other joints maintained their static position (2–3° from full flexion). This is the first observation that we know of reported in the scientific literature documenting proportionately more rotation occurring at a single lumbar joint, and it would appear that this unique occurrence was due to an inappropriate sequencing of muscle forces (or a temporary loss of motor control wisdom). This motivated the work of my colleague and former graduate student Jacek Cholewicki to investigate and continuously quantify stability of the lumbar spine throughout a reasonably wide variety of

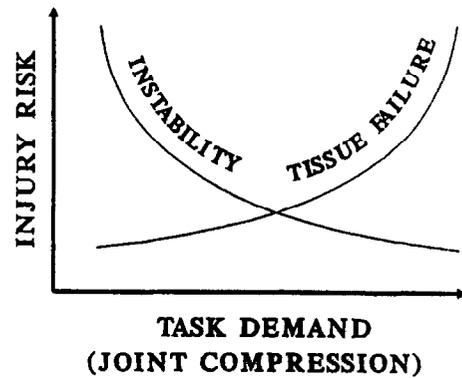


Fig. 8. While injury from high loading tasks is easier to rationalize, injury from low loading tasks appears to reduce spine stability and increases the possibility of injury from errors in motor control, and the resulting joint displacement and tissue overload.

loading tasks (Cholewicki and McGill, 1996). Generally speaking, it appears that the occurrence of a motor control error which results in a temporary reduction in activation to one of the intersegmental muscles, perhaps for example a laminae of multifidus, could allow rotation at just a single joint to the point where passive, or other tissue, become irritated or even more traumatically injured. Cholewicki noted that the risk of such an event was greatest when there are high forces in the larger muscles with simultaneous low forces in the small intersegmental muscles (a possibility with our power lifter) or when all muscle forces are low such as during a low level exertion. Thus, a mechanism is proposed, based on motor control error resulting in temporary inappropriate neural drive, that explains how injury might occur during extremely low load situations, for example, picking a pencil up from the floor following a long day at work performing a very demanding job (see Fig. 8).

CHANGES IN SPINE MECHANICS THROUGHOUT THE DAY

While several scientists have documented the diurnal change in spine length, Dolan *et al.* (1993) were one of the first to postulate an increased risk of injury early in the morning due to fully hydrated discs, higher bending stiffness and documented stresses associated with bending at this time of the day. In fact, it is critical in our modelling work when we examine subjects early in the morning that we recalibrate their torso stiffness throughout the test session as the spine becomes more flexible in bending which requires the disc stiffness and ligament rest length be reset to facilitate reasonable predictions of tissue load distribution. This knowledge may prove useful in the future for management, and those responsible for the design of work to reduce the risk of injury, to design jobs so that the most demanding bending loads on the low back are not conducted early in the morning (or shortly after rising from bed).

IS SITTING STRESSFUL FOR THE SPINE?

Epidemiological evidence presented by Videman *et al.* (1990) documented the increased risk of disc herniation

for those who perform sedentary jobs characterized by sitting. Known mechanical changes associated with the seated posture include the increase in intra-discal pressure when compared to standing postures (Andersson *et al.*, 1975), increases in posterior annulus strain (Pope *et al.*, 1977), creep in posterior passive tissues (McGill and Brown, 1992) which decreases anterior-posterior stiffness and increases shearing movement (Schultz *et al.*, 1979), and posterior migration of the mechanical fulcrum (Wilder *et al.*, 1988) which reduces the mechanical advantage of the extensor musculature (resulting in increased compressive loading). This has motivated occupational biomechanists to consider the duration of sitting as a risk factor when designing seated work in the interest of reducing the risk of injury. A recently proposed guideline has suggested a sitting limit of 50 min without a break, although this proposal will be tested and evaluated in the future.

THE SPINE HAS A MEMORY

There is a tendency among ergonomists to assess industrial tasks simply by examining the task at the time at which it is performed. There is evidence to suggest that certain activities modulate the subsequent mechanics of the spine such that those activities prior to performing a particular task may indeed warrant consideration. For example, for several years, it has been proposed that the nucleus within the annulus migrates anteriorly during spinal extension and posterior during flexion (MacKenzie, 1981). Due to viscous properties of the nuclear material, such repositioning is not immediate upon a postural change, but takes time. While this hypothesis was conjecture for a period of time, several experiments have been reported verifying a repositioning of nuclear material upon forced extension of the lumbar spine. Krag *et al.* (1987) demonstrated anterior movement, albeit quite minute, from an elaborate experiment that placed radio opaque markers in nucleus of cadaveric lumbar motion segments. Hydraulic theory would suggest lower bulging forces on the posterior annulus if the nuclear centroid moved anteriorly during extension. Furthermore, Adams and Hutton (1988) suggested that prolonged full flexion may cause the posterior ligaments to creep which may allow damaging flexion postures to go unchecked if lordosis is not controlled during subsequent lifts. The data of McGill and Brown (1992) showed that even after 2 min following 20 min of full flexion, subjects only regained half of their intervertebral joint stiffness, while even after 30 min of rest some residual joint laxity remained. This is of particular importance for those individuals whose work or movement patterns are characterized by cyclic bouts of full end range of motion postures followed by exertion. For example, it would appear to be unwise to perform demanding exertions following a prolonged period of fully flexed sitting or stooping.

SOME FINAL THOUGHTS ON CURRENT PRACTICE AND ISSUES FOR THE FUTURE

Some inconsistent current practice regarding low back injury continues despite some of the recent advances in

understanding. The scientific community realizes that much injury is the result of cumulative trauma—although it may be marked by a culminating event. Current practices of injury reporting usually requires workers and medical personnel to identify the single cause of injury (i.e. a herniated disc as the individual lifted and twisted) which de-emphasizes investigation of the many variables involved in accumulating trauma. Overhaul of the current injury reporting system needs to be considered. Furthermore, there is a tendency to base judgement about the risk of injury on too much load magnitude—for example low back compression. It appears that too much of anything—too much compression, too many repetitions, sitting for too long or even staying in bed too long has negative effects. Failure to recognize these relationships has led some to de-emphasize investigation of spine biomechanics in analysing the cause and treatment of low back injury (which is a mistake in the opinion of this author).

Most often, judgement regarding a back injured person's fitness to return to work is based on their trunk range of motion. Perhaps it was rationalized that back injured people have a reduced range of motion and therefore to regain that range of motion is a desirable objective. However, investigation of spine mechanics demonstrates a variety of ills associated with moving the spine to the end range of motion (including increased risk of damage to the disc, ligaments and vertebral components), not to mention moving an already injured spine to the end range of motion. In fact, while there is epidemiological evidence to support the notion that some patients do better without any medical treatment at all (cf. Faas *et al.*, 1993), it is suspected that lack of knowledge about injury leads to inappropriate prescription of rehabilitation manoeuvres and injury exacerbation. It would appear that those responsible for rehabilitating the injured must continue to question their current approaches, particularly end range of motion activities for some types of injury.

In the occupational world, labour and management alike continue to seek easy and simple solutions to the low back injury problem. After investigating the mechanics of injury to the low back for several years, this author contends that a simple approach is destined to fail. Industrial low back injury is an extremely complex issue and will only be successfully addressed by those willing to combine the wisdom of several different approaches and to form an integrative approach that is scientifically justifiable.

Several issues will dominate our investigations in the future—particularly how low magnitude loading, applied over a sufficient length of time causes low back injuries. Specific examples include investigations of sitting, vibration exposure, load exposure with rest cycles, repeated lifting and other combined movements, and even the effects of not enough loading. Several groups are working towards occupational exposure guidelines that recognize concepts of dose and trauma accumulation, and, favourable tissue adaption, using combinations of the modelling approaches mentioned in this work together with finite element approaches, epidemiology and clinically based studies, etc. To assist these efforts the medical community must become better at diagnosing which

tissue is injured. Since different tissues respond to different treatment, and in fact may be further injured by some movements, specific diagnosis is mandatory for optimal rehabilitation. Finally, there are many loading modes that cause injury—other than compression, and effort is required to understand the consequences of such loads in order to formulate clever hypotheses for injury avoidance. Our community can look forward to the future with great enthusiasm, excitement and confidence that our contributions, while providing great personal joy, will reduce some suffering of others.

Acknowledgements—Although many colleagues have contributed to work reported in this manuscript, the author wishes to acknowledge a few special colleagues who have made significant contributions over the years: Professor Robert Norman, Dr Jacek Cholewicki, Dr James Potvin, Mr Jack Callaghan, Ms Vanessa Yingling, Mr Craig Axler and Daniel Juker, MD. Further, the financial support of the Natural Sciences and Engineering Research Council over the years is gratefully acknowledged.

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**CITY OF RAYTOWN
Request for Board Action**

Date: June 2, 2016

Resolution No.: R-2878-16

To: Mayor and Board of Aldermen

From: Kati Horner Gonzalez, Acting Director of Public Works

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: Board of Aldermen approval of a contract for root control in the sanitary sewers with Duke's Root Control, Inc. in the amount of \$30,000.00.

Recommendation: Staff recommends approval as submitted.

Analysis: Root control is performed annually in the Sanitary Sewer system. The amounts spent in past years have varied, but budget allows for \$30,000.00 in 2016. Staff obtained a proposal from Duke's Root Control, Inc. for treating the sewer mains. The amount was not specified since the contract is a coop contract through the City of Lawrence Kansas. Staff proposes an amount of \$30,000.00. Additional quotes were not required since the contract with Duke's Root Control, Inc. is part of a cooperative contract through the City of Lawrence Kansas. The cooperative contract is a linear foot contract with stipulated prices per linear foot for each size of sewer pipe. The project will not exceed the proposed amount. The funds are available from the sewer fund.

Alternatives: N/A

Budgetary Impact:

- Not Applicable
- Funds subject to appropriation of the Budget
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Fund:	Sewer Fund
Amount to Spend:	\$30,000.00

Additional Reports Attached: Copy of proposal from Duke's Root Control, Inc.

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH DUKE'S ROOT CONTROL, INC. IN AN AMOUNT NOT TO EXCEED \$30,000.00 FOR FISCAL YEAR 2015-2016

WHEREAS, the City desires to engage the services of Duke's Root Control, Inc. to provide for root control in the sanitary sewer; and

WHEREAS, the Scope of Work to be provided by Duke's Root Control, Inc. as described in the Agreement is set forth in the attached Exhibit "A", 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 enter into an agreement with Duke's Root Control, Inc. for root control in the sanitary sewer in an amount not to exceed \$30,000.00 for Fiscal Year 2015-2016 for such purposes; and

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

THAT the Agreement by and between the City of Raytown, Missouri and Duke's Root Control, Inc. for root control in the sanitary sewer in an amount not to exceed \$30,000.00 for Fiscal Year 2015-2016 is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents necessary in connection with this Agreement 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 7th day of June, 2016.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney



City of Lawrence

UTILITIES

DAVID L. CORLISS
CITY MANAGER

City Offices
PO Box 708 66044-0708
www.lawrenceks.org

6 East 6th St
785-832-3000
FAX 785-832-3405

CITY COMMISSION

MAYOR
ROBERT CHESTNUT

COMMISSIONERS
MIKE AMYX
ARON E. CROMWELL
LANCE M. JOHNSON
MICHAEL DEVER

NOTICE TO PROCEED

TO: Duke's Root Control

PROJECT: 2010 Sanitary Sewer Chemical Root Control – Bid #B09034

The City of Lawrence Department of Utilities, represented by the undersigned, having executed the Contract dated **June 11, 2010**, hereby gives you written authorization to proceed with work on the above-referenced project on **July 1st, 2010**.

Please contact Bob Brower at (785)423-3392 to make arrangements to begin work.

Dated this 14th day of **June, 2010**.

Mike Lawless
Assistant Utilities Director
City of Lawrence, Kansas



CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of June,
2009¹⁰ by and between the City of Lawrence, Kansas, Party of the First Part and
hereinafter called the Owner, and Duke's Root Control, Inc.
of Syracuse, NY, Party of the Second Part and hereinafter called the
Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described, and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with

2010 Sanitary Sewer Chemical Root Control - Bid #B09034

_____ in accordance with the terms of this Contract: and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest and best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal. A copy thereof being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, and its, his or their executors and administrators, as follows:

Article 1. It is hereby mutually agreed, that for and in consideration of the sum or sums to be paid the Contractor by the Owner as set forth in the Proposal, the said Contractor shall furnish all labor, equipment, accessories, and material (except material salvaged or otherwise furnished as specified) and shall perform all work necessary to construct and complete the improvements in a good, substantial, and workmanlike manner, ready for use, and in strict accordance with the contract drawings and specifications as approved and filed pursuant to law in the office of the legal representative of the Owner.

Article 2. It is hereby further agreed that, in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the sum or sums due him by reason of said faithful performance of the work, at the stated intervals and in the amounts certified by the Engineer, in accordance with the provisions of the General Conditions, and as set forth in the Proposal as accepted by the Owner.

Article 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor, by reason of his faithful completion of the work taking into consideration additions to or deductions from the original contract or by reason of "Force Account" work authorized under the Contract in accordance with the provisions of the General Conditions, will be paid the Contractor by the Owner within thirty (30) days after said completion and acceptance.

Article 4. It is hereby further agreed that the words "he" or "him" wherever used herein as referring to the Contractor shall be deemed to refer to said Contractor, whether a corporation, partnership, or individual, and this contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors administrators, successors, and assigns of said Contractor.

Article 5. It is hereby further agreed that any reference herein to the "contract" shall include all contract documents as specifically set out in the General Conditions and are hereby made a part of this agreement as fully as set out at length herein.

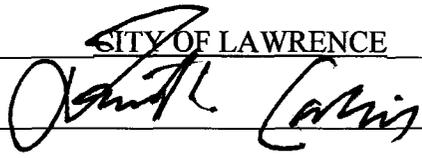
IN WITNESS WHEREOF, the First Party and the Second Party, respectively, have caused this agreement to be duly executed the day and year first herein written, in triplicate, all copies of which to all intents and purposes shall be considered as the original.

Owner, First Party

ATTEST:



City Clerk

CITY OF LAWRENCE
By 

City Manager
(office of positions of signer)

CONTRACTOR, Second Party



By William J. Anderson

Vice President
(Office or position of signer)



City of Lawrence

BID # B09034, June 16, 2009

Bidder (Name of Firm) Duke's Root Control, Inc.

AUTHORIZES SIGNATURE [Signature] DATE 6/10/2009

TITLE OF PERSON SIGNING Vice President

ADDRESS 1020 Hiawatha Blvd. West, Syracuse, N.Y. 13204

PHONE NUMBER 315-472-4781

TWO COPIES OF THE COMPLETED BID SPECIFICATIONS ARE REQUIRED

TO BE COMPLETED BY VENDOR:

Vendor qualifies as a "local business entity" as defined in Chapter 1, Article 17 of the Code of the City of Lawrence (included in notice to bidders).

YES

NO

PROPSAL PRICE PAGE

(Submit with Bid)

Sewer line chemical root control, including all labor, materials, equipment and associated cost, shall be paid for at the unit price bid per linear foot of each size pipe. Unit prices are to be computed per linear foot manhole-to-manhole.

Pipe Size	2009 Unit Price Per Linear Foot	2010 Unit Price Per Linear Foot	2011 Unit Price Per Linear Foot	2012 Unit Price Per Linear Foot	2013 Unit Price Per Linear Foot	Estimated Footage Per year
8 inch	\$1.29	\$1.29	\$1.29	\$1.29	\$1.29	77,519
10 inch	\$1.76	\$1.76	\$1.76	\$1.76	\$1.76	
12 inch	\$1.92	\$1.92	\$1.92	\$1.92	\$1.92	
15 inch	\$2.73	\$2.73	\$2.73	\$2.73	\$2.73	
18 inch	\$3.97	\$3.97	\$3.97	\$3.97	\$3.97	
24 inch	\$6.35	\$6.35	\$6.35	\$6.35	\$6.35	

2009 Total Price \$ 99,999.51

(2009 Total Price in words) ninety nine thousand, nine hundred ninety nine dollars & fifty one cents

The City reserves the right to reject any or all bids. Bidders are cautioned not to attach any conditions, limitations, or provisions to the proposal as such conditions, limitations or provisions will render their bid informal and cause its rejection.

Submittals: Failure to enclose the following will render this bid non-responsive and result in the rejection of this bid.

- Specimen Label with MSDS
- Pollution Liability Insurance Certificate
- Contractor's Qualification Page
- Contractor's Reference Page
- Contractor's Confined Space Entry Employee Certificates (2 minimum)

TWO COPIES OF THE COMPLETED BID SPECIFICIAATIONS ARE REQUIRED

Duke's

2009 Chemical Root Control Specifications

City of Lawrence Kansas



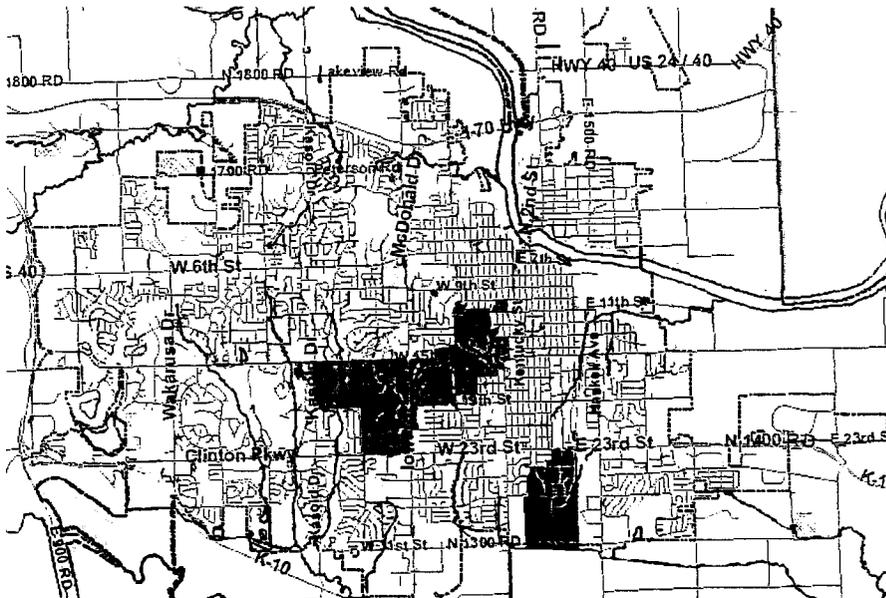
City of Lawrence

BID # B09034, June 16, 2009

2009

Wastewater Collection System Chemical Root Control Project Specifications

**City of Lawrence Kansas
Department of Utilities**



SCOPE OF WORK:

The proposed root control project consists of, but not limited to, the chemical root control application of approximately 77,519 linear feet of 8 inch diameter and larger sewer pipe.

INTENT:

It is the intent of this specification to provide for the contract services for chemical root treatment application to 77,519 feet of 8 inch diameter and larger, sanitary sewer main owned by the City of Lawrence Kansas. The contract will be for a 1-Year period and may be extended additional 1-Year periods up to a total of 5-Years.

The City has evaluated different types of chemical root control applications and has determined that the product specified is best suited for the City's needs in safety, quality and standards of performance. This specification is not intended to be interpreted as restrictive, but rather as a measure of the safety, quality and performance which all chemical root treatment application bids will be compared.

In comparing proposals, consideration will not be confined to price only. The successful bidder will be one whose product is judged to best serve the interests of the City when price, safety, quality and delivery are considered. The City of Lawrence reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of this specification.

1. EQUIVALENT PRODUCT

The purpose of the project specified herein is to apply chemical root control agent to sanitary sewers, in order to kill root growth present in lines and to inhibit the root growth present in the pipes and to inhibit re-growth, without permanently damaging the vegetation producing roots. The chemical agent shall be Razorooter II™ or equivalent products approved by the City in writing **prior to the bid date**.

Decisions of equivalency will be at the sole interpretation of the City of Lawrence. A blanket statement that root control agent proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed root control agent are to be submitted with the proposal. All modifications made to root control agent described in the manufacturer's brochures must be certified by the manufacturer to have been in prior successful use for more than two years (including the name of user's) and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review. Bidder must be prepared to demonstrate a root control agent similar to the one proposed, if requested.

2. GENERAL

The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City of Lawrence will consider as "irregular" or "non-responsive" and reject any bid document not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid will cause the proposal to be rejected without review as "non-responsive". Deceit in responding to the specification will be cause for rejection.

3. CONTRACTOR RESPONSIBILITIES

The Contractor's attention is drawn to the following terms, conditions and responsibilities:

- A. Bidders must be licensed with the Kansas Department of Agriculture **prior to bid date**. All bidders must have a minimum level of pesticide application experience, (see Section 10), and employ a State Certified pesticide applicator on the job site at all times.
- B. *Contractor* shall provide Pollution Liability Insurance; in addition to all other insurance specified herein (see Section 11).
- C. The *Contractor* shall provide a money-back guarantee on all work specified herein as set forth below (see Section 4).
- D. The *Contractor* is responsible for all property damage and for all cleanup and restoration associated with any chemical spill. (See Section 7). The Contractor is not responsible for any damages caused by sewer stoppages.
- E. Where work is located in high-traffic areas, The *Contractor* shall place proper traffic warning devices to protect the specific job site and to prevent accidents or personal injury to the public as per the latest revised MUTCD.
- F. The *Contractor* shall use a reduced-pressure-zone backflow device whenever accessing fresh water for mixing chemicals.
- G. The *Contractor* shall return every 4-8 months throughout the life of the guarantee, in order to evaluate the success of the project, and to arrange any free guarantee work that may arise.
- H. The *Contractor* shall comply with all Federal, State and Local Laws, with special attention to those that pertain to the handling, transportation, and use of any hazardous materials, and disposal of all pesticide containers.

4. GUARANTEE

For each sewer section (manhole-to-manhole) that is treated under the Contract, the *Contractor* shall guarantee the work as follows. The *Contractor* shall at his own expense, **re-treat a sewer section**, in the event that:

1. live roots are found in the section within six months after the application: or
2. the section plugs up and floods due to root obstructions within a two year period, beginning the date of treatment, and ending two years after the date of treatment. Re-treatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee.

The guarantee applies to sewer stoppages caused by tree roots. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. The decision of the City as to the cause of the stoppage is binding.

5. COMPOSITION OF THE CHEMICAL ROOT CONTROL MATERIAL

The chemical root control agent shall be Razorooter II™ or equivalent product that is approved by the City in writing **prior to the bid opening**. The chemical root control agent shall be registered with the EPA and the Kansas Department of Agriculture, **prior to bid opening**, and shall be labeled for use in sewers to control tree roots. The chemical root control agent shall contain an active ingredient for controlling sewer roots and deterring their re-growth. There shall also be a surfactant system to deliver the active ingredient (herbicide) to target root tissue.

A. Active Ingredient

1. Shall be Category "E" compound, the most favorable rating attainable on the U.S. EPA's chronic exposure toxicological rating scale.
2. Shall **not** be considered a carcinogen, teratogen, mutagen, or oncogene, based on laboratory testing.
3. Shall carry a "signal word" assigned by the U.S. EPA of either "Warning" or "Caution", on the product label.
Pesticides carrying the signal word "DANGER" shall not be accepted.
4. Shall be non-volatile in order to minimize exposure to workers and other individuals by inhalation.
5. Shall not be readily absorbed through the skin.
6. Products containing the active ingredient(s) metam-sodium or copper sulfate are not allowed.

B. Surfactant System

1. Shall produce a dense, small bubble, clinging foam, which sustains its shape for a minimum of one hour.
2. Shall enhance the penetration of herbicide into root masses.
3. Shall contain a Alkylpolglucose (formulations of vegetable oil and carbohydrate from agriculture products).
4. Surfactants designed to foam chemically, upon contact with water, shall not be accepted (see Section 6 below).

6. MANNER OF APPLICATION

All work shall be performed according to label instructions and in accordance with the best recommended practice for conditions present in the line under treatment. All applications shall be done by foaming or other methods as provided on the product label.

The application of material shall be performed in such a way as to contact roots within the primary main line sewer to be treated. Effort will also be made to penetrate secondary lateral sewers in order to contact roots residing in the "wye" connections. The foam shall be generated through the use of air injection equipment, and the foam shall be pumped into the sewer under pressure-as-foam. Foam quality shall be sufficient to penetrate "wye" connections, effectively treat larger diameter pipe and to enhance treatment effectiveness overall. Therefore, applications of chemicals designed to generate foam "chemically" on contact with water shall not be accepted.

Hydraulic sewer cleaning machines will reduce treatment effectiveness by damaging root growths and inhibiting their uptake of chemical. Hydraulic sewer cleaning machines shall not be used prior to, or during the treatment process.

7. PROPERTY DAMAGES CAUSED BY THE CONTRACTOR

Should the *Contractor* or his employees cause any damage to public or property, the *Contractor* will be required to make repairs immediately. The City may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from moneys due or to become due the *Contractor* under this contract with the City. The Contractor shall not be responsible for any damages caused by sewer stoppages after application is completed.

8. PROTECTION OF WASTEWATER TREATMENT PLANT

The *Contractor* shall take all steps necessary and appropriate to prevent adverse effects on wastewater treatment plant processes during the application process.

Notwithstanding the requirement that the active ingredient shall not adversely effect wastewater processes, in the event that a wastewater treatment plant experiences any reduction in operating efficiency during the execution of the contract, the *Contractor* shall immediately suspend all applications, at the direction of the City. The *Contractor* shall continue operations only after problems at the wastewater treatment plant have been corrected, satisfactory to the Wastewater Treatment plant Manager.

The *Contractor* shall have in his possession, and make available to the City on request, a recent study from an accredited research facility documenting the effects of the product on wastewater treatment plant facilities. At a minimum, this study shall address the toxicity of the product on wastewater treatment plant biota, including nitrifiers and denitrifiers, and toxicity of the product on treatment effluent, and the environmental fate of the product. This requirement is mandatory.

9. POLLUTION AND LIABILITY INSURANCE

The Pollution Liability Insurance described herein is **in addition to** all other insurance required of the *Contractor* by the City, including any insurance described in the general conditions, any insurance required by law, or any insurance requested by the City.

At the time of the bid opening, the *Contractor* shall submit written evidence that he/she has obtained pollution liability coverage. This coverage shall protect the *Contractor*, the City, and the City's officers, agents, and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property and/or the environment, which may arise directly out of the use of chemicals and/or pollution. The minimum amount of such insurance shall be \$5,000,000 total loss. An "A" rated insurance company shall provide the *Contractor's* pollution liability insurance.

In addition, the *Contractor's* commercial general liability limits must not be less than \$10,000,000, total occurrence limit, and include pesticide or herbicide applicator coverage.

10. COMPLIANCE WITH LAWS

The *Contractor* is directed to ensure compliance with all Federal, State and Local ordinances pertaining to the type of work specified herein. Particular attention shall be paid to those laws and ordinances of relating to transportation of material (DOT), the application of sewer root control herbicides (US EPA), and traffic safety regulations. The *Contractor's* Federal DOT number and material EPA registration number must be submitted with the bid.

11. QUALIFICATIONS

The *Contractor* shall demonstrate a minimum of ten (10) years direct experience in applying chemical sewer root control agents. The *Contractor* must have performed at least 20 other jobs similar in size and scope to the work specified herein, and have treated in excess of 750,000 linear feet of sanitary sewer. Any work performed by subcontractors for the *Contractor* will not be considered.

The *Contractor* shall be licensed as a pesticide application business with the Kansas Department of Agriculture **prior to the bid opening**. *Contractors* who do not meet the experience and other qualifications specified herein shall not be considered for award of the contract. **Each bidder is required to submit with his bid the contractor qualification form attached to these specifications.** Additional references, up to ten, may be requested by the City.

All work shall be performed by Certified Pesticide Applicators licensed with the Kansas Department of Agriculture. Certified Pesticide Applicators shall have a minimum three years experience in performing the type of work specified, and shall each have personally performed a minimum of 500,000 linear feet of treatments as a Certified Pesticide Applicator and/or under the direct supervision of a Certified Pesticide Applicator. A minimum of three Certified Pesticide Applicators that are registered with the Kansas Department of Agriculture, prior to the bid is required. License numbers of these three applicators shall be submitted with the bid.

12. ASSISTANCE PROVIDED BY THE OWNER

- A. A representative of the City will accompany the *Contractor's* crew, and/or sewer system drawings will be provided showing the exact locations of pipes to be treated.
- B. The City shall provide for entering of private lands, public lands and right-of-ways.
- C. The City shall provide a source of fresh water at a location or locations to be designated by the City.
- D. The City shall locate and uncover hidden or buried manholes, and restore street surfaces, easements, etc.

13. CONTRACT PERIOD

The initial term of the contract shall be for the period of one year. The contract may be extended for additional one year period up to a total of five years, with mutual consent of the City and the *Contractor*. Price changes for succeeding years shall be adjusted in accordance with the consumer price index for the City's locale.

14. PAYMENT

Payment to the *Contractor* shall be made only after all work specified by the contract has been completed to the City's satisfaction, and all reports and submittals requested by the specifications or the City have been received by the City.

15. SUBSTITUTES AND PROVEN EQUIVALENTS

Use of any substitute or equivalent procedures, methods, or materials must be approved by the City in writing **prior to the bid date**.

Should the Contractor wish to use any brand of material other than as specified herein, he shall submit to the City for review, complete descriptive literature naming the proposed substitution and manufacturer. Any equivalent material or methods shall comply with the requirements set forth above (see Sections 4 COMPOSITION OF ROOT-CONTROL MATERIAL, and Section 5 MANNER OF APPLICATION).

CONTRACTOR'S QUALIFICATIONS PAGE
(Submit with Bid)

Failure to complete this page in full, and to provide valid, existing licenses and insurance, as required, will render this non-responsive and result in the rejection of this bid.

Contractor Name: Duke's Root Control, Inc.

Contractor's Kansas Pesticide Business License #: 5177

Contractor Federal Department of transportation #: 1559146

Name of Proposed Chemical Root Control Agent: Razorooter II

USEPA Root Control Agent Registration #: 64898-8

Kansas Root Control Product Registration #: 1994

Does the Contractor have Pollution Liability Insurance as specified? yes

Contractor's Pollution Control Liability Insurance Carrier: GREENWICH INSURANCE Comp.

What is the AM Best rating of your Pollution Insurance carrier? A

Does the Contractor have a minimum 10 years of experience in the type of work specified, treated in excess of 750,000 linear feet of root treatments, and completed at least 20 other jobs similar in size and scope, which the City can verify? yes

Are two (2) Copies of Contractor employee Certificates of Completion in confined space entry training, per federal code 29 CFR 1910.146 attached? yes

Does the Contractor have a recent study documenting the effects of the product on wastewater treatment plants? yes

Contractor's Kansas Certified Pesticide Applicators
(List 3 minimum)

1. Name: Richard YAZEL Certification #: 18146

2. Name: Gary Roberts Certification #: 13266

3. Name: Charles W. Morse Certification #: 17321

BIDDER'S REFERENCE PAGE

(Submit with Bid)

The Contractor shall submit municipal references for chemical sewer root control, which the City can verify. Each reference shall be for work actually performed by the Bidder. All references shall pertain to actual root control work performed by the Bidder (sub-contractor references are not applicable). Reference work shall have been performed with the manner of application specified herein. Submit sufficient references on a project by project basis; so that the completed work in total for said municipalities exceeds the specified limit of 500,000 lineal feet of root treatments (minimum of three).

ALL REFERENCES WILL BE TREATED AS THE CONTRACTOR'S CONFIDENTIAL BUSINESS INFORMATION. Previous work for the City may be used as references. Complete each item for all 3 references.

Owner/Agency	City of Olathe
Address:	1415 South Robinson Drive
Address:	
City, State, Zip	Olathe, KS 66051
Contact:	Randy Mather
Phone:	913-971-9054

Owner/Agency	City of Lawrence
Address:	P.O. Box 708
Address:	
City, State, Zip	Lawrence, KS 66044
Contact:	Bob Brower
Phone:	785-832-7821

Owner/Agency	City of Topeka
Address:	1115 N.E. Poplar, "U" Bldg.
Address:	
City, State, Zip	Topeka, KS 66616
Contact:	Dennis Dunbar
Phone:	785-295-3851 Ext. 538

TOTAL FOOTAGE TREATED 1,188,178 Ft.

Only Contractor's experienced in this type of work will be considered. Failure to provide sufficient verifiable references whose total work exceeds 750,000 linear feet will result in rejection of this bid.



1020 Hiawatha Blvd., West
Syracuse, NY 13204-1131
1-800-44-ROOTS
(315) 472-4781
Fax (315) 475-4203

January 20, 2015

Bob Brower
W.W. Field Operations Manager
City of Lawrence
P.O. Box 708
Lawrence, KS 66044

RE: Sewer Line Chemical Root Control Project
Contract #B09034

Dear Mr. Brower:

This letter is to formally state that Duke's Root Control, Inc. agrees to extend the above referenced contract under the same terms, conditions and pricing of the original contract thru June 30, 2016.

Please let me know if you require any further information. We look forward to being of service.

Sincerely,

William J. Anderson
Vice President

**CITY OF RAYTOWN
Request for Board Action**

Date: June 2, 2016

Resolution No.: R-2879-16

To: Mayor and Board of Aldermen

From: Kati Horner Gonzalez, Acting Director of Public Works

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Board of Aldermen approval of the 2016 purchase of one dump truck with salt spreader.

Recommendation: Staff recommends approval as submitted.

Analysis: The current dump truck owned by the City is 18 years old. Maintenance costs have become excessive due to the age of the vehicle. Maintenance expenses to date have been \$108,260.00.

The Public Works Department staff obtained quotes from the KCMO cooperative purchasing agreement with American Equipment Company. Purchase price of the vehicle would be \$77,607.00, not including the bed, hydraulics, and salt spreader. The bed, hydraulics, and salt spreader are an additional \$55,997.00. Total cost \$133,064.00. The budget includes funds for this purchase in the amount of \$150,000.00.

This vehicle is not eligible for a fleet leasing program, due to its size. While it may be eligible for a lease/purchase method of acquisition, the amount of the purchase is less than the amounts for a lease/purchase.

Approval is requested for purchase of an International Harvester Dump Truck.

The existing truck would not be disposed of, but would be re-purposed as a tank truck for the pre-treatment of streets during snow and ice removal. Cost for the re-purpose are estimated at \$10,000.00 to \$15,000.00.

Alternatives: Continue to repair the truck and leave it in service. This is not desirable, and will be increasingly expensive.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Fund: Capital Sales Tax Fund
Amount to Spend: \$133,064.00

Additional Reports Attached: Cost proposal, KCMO Coop contract, Lease/purchase information.

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF A 7400 SERIES INTERNATIONAL DUMP TRUCK AND RELATED EQUIPMENT FROM AMERICAN EQUIPMENT COMPANY OFF THE CITY OF KANSAS CITY MISSOURI COOPERATIVE PURCHASING CONTRACT IN AN AMOUNT NOT TO EXCEED \$133,064.00

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 City of Kansas City, Missouri has competitively bid and awarded a contract to American Equipment Company for the 7400 Series International Dump Truck and equipment used by the Public Works Department; and

WHEREAS, funds for such purpose are budgeted from the Capital Sales Tax and such expenditure is recommended by the Special Sales Tax Review Committee on May 24, 2016 as being consistent with voter intent; 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 7400 Series International Dump Axle Truck and related equipment from American Equipment Company off the City of Kansas City, Missouri Cooperative Purchasing Contract in an amount not to exceed \$133,064.00;

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

THAT the purchase of one 7400 Series International Dump Truck and related equipment from American Equipment Company off the City of Kansas City, Missouri Cooperative Purchasing Contract in an amount not to exceed \$133,064.00, is hereby authorized and approved;

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 7th day of June, 2016.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

American

EQUIPMENT CO.

3250 Harvester Road

Kansas City, Kansas 66115

(Phone) 913-342-1450 (Fax) 913-342-1377

sales@americanequipment.us

QUOTATION

DATE	Quotation #
3/23/2016	032316/14RK

NAME / ADDRESS
City of Raytown 10000 East 59th Raytown, MO 64133

TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME	TERMS	REP	FOB	PHONE	FAX #
	Due on Rece...	REK		816-737-6046	816-737-6052

QTY	ITEM	DESCRIPTION	U/M	COST	Total
1	300	<p>Equipment pricing based upon City of Kansas City, MO Contract #EV1137</p> <p>Warren WXL450-10 304 Stainless Steel Dump Body:</p> <ul style="list-style-type: none"> - crossmemberless design - 30" 10 ga. 304 Stainless Steel Sides and Ends - 1/4" AR400 floor - telescopic hoist - air operated tailgate latch - 1/2 cabshield with oval light holes in front and sides - Install (2) oval LED strobe light facing forward in cabshield and install (2) oval LED strobe lights facing rear in rear corner posts with switch in cab - Install (2) oval LED strobe light facing out sides in cabshield and (2) oval LED strobe lights facing out sides in rear corner posts - Aluminum housing tarp system with side arms, asphalt tarp - Stainless pull-out ladder mounted below steps on each side - snowplow lights with stainless brackets mounted on hood <p>Force America central hydraulic system with:</p> <ul style="list-style-type: none"> - 5100EX electric spreader control with ground speed control - Ultra electric joystick controls - VT35 Stainless Steel Tank / Valve Combo <p>Warren AC-2420-10 304 Stainless Steel Auger Spreader:</p> <ul style="list-style-type: none"> - direct drive hydraulic motor with sensor - top screens and inverted V <p>UQH snowplow hitch without brace arms Installation</p>		55,997.00	55,997.00

Quoted by Ryan Keith	Total
----------------------	--------------

American

EQUIPMENT CO.

3250 Harvester Road

Kansas City, Kansas 66115

(Phone) 913-342-1450 (Fax) 913-342-1377

sales@americanequipment.us

QUOTATION

DATE	Quotation #
3/23/2016	032316/14RK

NAME / ADDRESS
City of Raytown 10000 East 59th Raytown, MO 64133

TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME	TERMS	REP	FOB	PHONE	FAX #	
	Due on Rece...	REK		816-737-6046	816-737-6052	
QTY	ITEM	DESCRIPTION		U/M	COST	Total
		Option: Galvanized Spreader Stand, installed - add \$ 3,261.00				
Quoted by Ryan Keith				Total	\$55,997.00	

This quote is valid for 30 days. Applicable taxes not included.

Tony Mesa
City of Raytown, MO

3/3/16

Item # 7

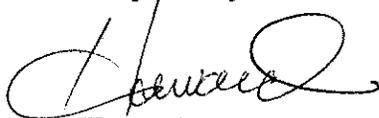
Base price	\$66,428.00
Cab to axle 96"	N/C
Engine, Navistar N9, 300 HP, 860 TQ	6,254.00
Plow light switch and wiring	150.00
Snow valve	149.00
Tilt steering wheel	122.00
Tow Command, prewired for electric trailer brake controller	345.00
Tow hooks, front	70.00
Transmission, Allison 3000 RDS 6 speed	N/C
Wiring for remote engine control	43.00
Power windows and locks	348.00
Silver package, on line parts and service	402.00
Radio, AM-FM weather band	63.00
Relocate transmission ECM in cab	134.00
Rear springs, 31,000lb with 4,500 lbs rubber aux.	136.00
Mirrors, Heated and powered	141.00
Rear axle, 26,000 lbs with traction control	2,209.00

TOTAL \$76,994.00

Optional engine: Cummins ISL, 300 HP, 860 TQ ADD \$613.00

Grand total with optional Cummins engine \$77,607.00

Respectfully submitted,



Howard Gentry
Transportation Consultant



CITY OF INDEPENDENCE, MISSOURI RENEWAL OF PRICE AGREEMENT

Vehicles – 2016 Model 251-14-8

Date: September 21, 2015

Phone: 816-455-1833

Vendor: 20186
Summit Truck Group
7700 NE 38th Street
Kansas City, MO 64161

Fax: 816-455-2796
E-Mail: Howard.gentry@summittruckgroup.com
Contact: Howard Gentry
Title: Transportation Consultant

Price Agreement Period: 11/01/2015 — 10/31/2016

Renewal Options: Final year

Status of Certificates: *Please remember to keep your certificates current*

Insurance N/A

Occupation License N/A

Vehicle Item Numbers: 4, 5, 6, 7, 8, 9

(Vehicles Model Year 2016) Mid-America Council of Public Procurement Joint Bid.
F.O.B: Independence, Missouri

Detailed Specifications are located at: www.macpp.org

A handwritten signature in cursive script that reads "Tom Conrow".

Tom Conrow, Procurement Specialist, (816) 325-7092

Russell M. Pankey, Purchasing Manager
Purchasing Division, Finance Department

Using Departments: All Departments
Cooperative
File



MODIFICATION OF CONTRACT

1. Modification No.: 5 Effective Date: 10-01-15	2. Contract No.: EV1137 Effective Date: 10-01-10
3. Senior Buyer: Ronnell E. Simpson, Sr. Telephone Number: (816) 513-0805	5. Supplier – Name and Address J&D EQUIPMENT DBA: AMERICAN EQUIPMENT CO ATTN: RYAN KEITH 3250 HARVESTER ROAD KANSAS CITY, KS 66115
4. Issued By CITY OF KANSAS CITY, MISSOURI Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 th Street Kansas City, Missouri 64106-2793	

6. **SPECIAL INSTRUCTIONS:** Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.

7. Description of Modification

DUMP BODY AND HYDRAULICS SNOW PLOW AND SPREADER FOR A 34,000 GVW TRUCK

Contract **EV1137** renewed for one (1) year, at the current pricing level from October 1, 2015, to September 30, 2016, by exercising the Fifth of five successive options to renew, the authority for which is contained in addendum 1. .

Taxpayer Clearance Letter. In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1083. <http://www.kcmo.org>

All other Terms and Conditions of Contract **EV1137** remain unchanged.

8. City of Kansas City, Missouri

By: Ronnell Simpson



Senior Procurement Officer

This Day: August 17, 2015

Prepared For:
City of Raytown
Tony Mesa
5912 Lane
Raytown, MO 64166-
(816)358 - 4100
Reference ID: N/A

Presented By:
Summit Truck Group
Howard J Gentry
7700 N.E. 38th Street
Kansas City MO 64161 -
(816)455-1833

Model Profile
2017 7400 SFA 4X2 (SA525)

APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 35000. Calc. GVWR: 37000 Calc. Start / Grade Ability: 0% / 0% @ 0 MPH Calc. Geared Speed: N/A
DIMENSION:	Wheelbase: 171.00, CA: 96.00, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins ISL 9 300} EPA 2010, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, R Wheel Ends, Driver Controlled Locking Differential Gear Ratio: 5.57
CAB:	Conventional
TIRE, FRONT:	(3) 12R22.5 HSC1 (CONTINENTAL) 482 rev/mile, load range H, 16 ply
TIRE, REAR:	(4) 12R22.5 HDC1 (CONTINENTAL) 479 rev/mile, load range H, 16 ply
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 31,000-lb Capacity, With 4500 lb Auxiliary Rubber Spring
PAINT:	Cab schematic 100GM Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description

Base Chassis, Model 7400 SFA 4X2 with 171.00 Wheelbase, 96.00 CA, and 63.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Steel, Swept Back

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity

SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 14,000-lb Capacity; With Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

DRAIN VALVE {Bendix DV-2} Automatic; With Heater; for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)

AIR DRYER {Meritor Wabco System Saver 1200} with Heater

BRAKE CHAMBERS, SPRING Relocated To Rear Of Rear Axle For Maximum Ground Clearance

BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake

BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers

BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake

AIR COMPRESSOR {Cummins} 18.7 CFM Capacity

DUST SHIELDS, FRONT BRAKE for Air Brakes

DUST SHIELDS, REAR BRAKE for Air Brakes

STEERING COLUMN Tilting

STEERING WHEEL 2-Spoke, 18" Diam., Black

STEERING GEAR {Sheppard M-100} Power

EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

CIGAR LIGHTER Includes Ash Cup

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense

BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package With Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket

BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total

RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers

Description

AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

HORN, ELECTRIC Disc Style

BATTERY BOX Steel With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Left Side Back of Cab

JUMP START STUD Remote Mounted

HORN, AIR Black, Single Trumpet, Air Solenoid Operated

WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on

STARTING MOTOR {Delco Remy 39MT} 12 Volt; Gear Reduced, With Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL With Audible Alarm

ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened

TURN SIGNALS, FRONT LED, Includes LED Side Marker Lights, Mounted on Fender

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions

PAINT SCHEMATIC, PT-1 Single Color, Design 100

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

PROMOTIONAL PACKAGE Government and Municipal Silver Package; Two Year Limited Subscription of On-Command Service Information (Formerly Fleet ISIS), and On-Command Parts Information (Formerly Fleet Parts Catalog), Requires Specific Feature Combinations

CLUTCH Omit Item (Clutch & Control)

BLOCK HEATER, ENGINE 120 Volt/1000 Watt, for Cummins ISB/ISL Engines

PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted

ENGINE, DIESEL {Cummins ISL 9 300} EPA 2010, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed

RADIATOR Aluminum, Cross Flow, Series System; 1228 SqIn Core and 648 SqIn Charge Air Cooler

FEDERAL EMISSIONS {Cummins ISL} EPA, OBD and GHG Certified for Calendar Year 2016

AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for Cummins ISB or ISL Engines

Description

TRANSMISSION, AUTOMATIC {Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.

OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type

TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction

TRANSMISSION TCM LOCATION Located Inside Cab

SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming

AXLE, REAR, SINGLE {Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, R Wheel Ends, Driver Controlled Locking Differential . Gear Ratio: 5.38

SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 31,000-lb Capacity, With 4500 lb Auxiliary Rubber Spring

FUEL/WATER SEPARATOR {Racor 400 Series,} Unheated, with Primer Pump, and WIF Sensor

FUEL TANK Top Draw; D-Style, Non-Polished Aluminum, 16" Tank Depth, 50 U.S. Gal., 189 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab

DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional

GAUGE CLUSTER English With English Electronic Speedometer

GAUGE, OIL TEMP, AUTO TRANS , for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Black Bezel Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

GAUGE, DEF FLUID LEVEL

SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

GRAB HANDLE Chrome; Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

MIRRORS (2) {Lang Mekra} Rectangular, Power Both Sides, Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing

AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster

INSTRUMENT PANEL Center Section, Flat Panel

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

HVAC FRESH AIR FILTER

STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door

CAB INTERIOR TRIM Deluxe

CAB REAR SUSPENSION Air Bag Type

WHEEL, SPARE, DISC 22.5"x8.25" Rim, Painted Steel, 2-Hand Hole 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc

WHEELS, FRONT DISC; 22.5"x8.25" Rims, Painted Steel, 2-Hand Hole 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs

Description

WHEELS, REAR DUAL DISC; 22.5"x8.25" Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and With Steel Hubs

TIRE, SPARE Equal to Model Standard

(3) TIRE, FRONT 12R22.5 HSC1 (CONTINENTAL) 482 rev/mile, load range H, 16 ply

(4) TIRE, REAR 12R22.5 HDC1 (CONTINENTAL) 479 rev/mile, load range H, 16 ply

Services Section:

WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2015 or Later, CTS-2002U

It

Prepared For:
City of Raytown
Tony Mesa
5912 Lane
Raytown, MO 64166-
(816)358 - 4100
Reference ID: N/A

Presented By:
Summit Truck Group
Howard J Gentry
7700 N.E. 38th Street
Kansas City MO 64161 -
(816)455-1833

Model Profile
2017 7400 SFA 4X2 (SA525)

APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 35000. Calc. GVWR: 37000 Calc. Start / Grade Ability: 30.26% / 2.65% @ 55 MPH Calc. Geared Speed: 76.1 MPH
DIMENSION:	Wheelbase: 171.00, CA: 96.00, Axle to Frame: 63.00
ENGINE, DIESEL:	—(Navistar N9) EPA 2010, SCR, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (MAX)
TRANSMISSION, AUTOMATIC:	{Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, R Wheel Ends, Driver Controlled Locking Differential Gear Ratio: 5.57
CAB:	Conventional
TIRE, FRONT:	(3) 12R22.5 HSC1 (CONTINENTAL) 482 rev/mile, load range H, 16 ply
TIRE, REAR:	(4) 12R22.5 HDC1 (CONTINENTAL) 479 rev/mile, load range H, 16 ply
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 31,000-lb Capacity, With 4500 lb Auxiliary Rubber Spring
PAINT:	Cab schematic 100GM Location 1: 9219, Winter White (Std) Chassis schematic N/A

ENGINE, DIESEL (0012NWC)

ATTACHMENTS: 0012WZE (EMISSION COMPLIANCE) 0012VXT (THROTTLE, HAND CONTROL) 0012THZ (FAN DRIVE)

<u>Parameter</u>	<u>Value</u>	<u>UOM</u>
Max Vehicle Speed:7902	72	MPH
Max Eng Speed w/Veh Spd Fault:7901	2139	N/A
Idle Shutdown Mode:7400	0, DISABLE FEATURE OR FUNCTION	N/A
Idle Shutdown Time:7401	15	MIN
ISD - Min Intake Air Temp:7403	16	C
ISD - Max Intake Air Temp:7402	44	C
Cruise Min Vehicle Speed:7603	35	MPH
Cruise Max Vehicle Speed:7604	70	MPH
AESC Max Engine Speed:7508	2000	RPM
AESC Ramp Rate:7507	100	RPM/SEC
AESC Max Vehicle Speed:7501	5	MPH
AESC Vehicle Speed Override:7518	0, AFFECTS RPS	N/A
AESC Disable In-Cab Interface:7503	0, NO (OFF) OR DISABLE	N/A
AESC Enable Overrides:7526	1, ENABLE FEATURE OR FUNCTION	N/A
AESC In Cab Control Override:7517	0, AFFECTS RPS	N/A
AESC Park Brake Override:7515	1, NO EFFECT TO RPS	N/A
AESC Brake Override:7514	0, AFFECTS RPS	N/A
AESC Driveline Override:7516	0, AFFECTS RPS	N/A
AESC Driveline Mode:9301	0, NEUTRAL OPERATION	N/A
Remote Pedal - Enable:7504	0, NO (OFF) OR DISABLE	N/A
Remote Pedal - Return To 0 Req:7513	1, RETURN TO ZERO FUNCTIONALITY NOT REQUIRED	N/A
Remote Pedal - Enable Override:7525	1, ENABLE FEATURE OR FUNCTION	N/A
Remote Pedal - Brake Override:7520	0, AFFECTS RPS	N/A
Remote Pedal - VS Kickout En:9102	0, AFFECTS RPS	N/A
Remote Pedal - In-Cab Override:7523	0, AFFECTS RPS	N/A
Remote Pedal - Park Brake Ovr:7521	1, NO EFFECT TO RPS	N/A
Remote Pedal - Driveline OVRD:7522	0, AFFECTS RPS	N/A
Service Interval Indicator:9500	1, ACTIVATE PARAMETER	N/A
Service Interval - Distance:9503	12000	MILES
Service Interval - Run Time:9502	450.0	HOURS
Service Interval - Fuel Used:9501	1500	GALLONS
Customer Password:8700	0000	N/A

These Electronic Parameters have been successfully finalized

Description

Base Chassis, Model 7400 SFA 4X2 with 171.00 Wheelbase, 96.00 CA, and 63.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Steel, Swept Back

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity

SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 14,000-lb Capacity; With Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

DRAIN VALVE {Bendix DV-2} Automatic; With Heater; for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)

AIR DRYER {Meritor Wabco System Saver 1200} with Heater

BRAKE CHAMBERS, SPRING Relocated To Rear Of Rear Axle For Maximum Ground Clearance

BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake

BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers

BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake

AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity

DUST SHIELDS, FRONT BRAKE for Air Brakes

DUST SHIELDS, REAR BRAKE for Air Brakes

STEERING COLUMN Tilting

STEERING WHEEL 2-Spoke, 18" Diam., Black

STEERING GEAR {Sheppard M-100} Power

EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

CIGAR LIGHTER Includes Ash Cup

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense

BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package With Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket

BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total

RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers

Description

AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

HORN, ELECTRIC Disc Style

BATTERY BOX Steel With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Left Side Back of Cab

JUMP START STUD Remote Mounted

HORN, AIR Black, Single Trumpet, Air Solenoid Operated

WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL With Audible Alarm

ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened

TURN SIGNALS, FRONT LED, Includes LED Side Marker Lights, Mounted on Fender

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions

PAINT SCHEMATIC, PT-1 Single Color, Design 100

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

VEHICLE REGISTRATION IDENTITY ID for 49 States, Excluding California

PROMOTIONAL PACKAGE Government and Municipal Silver Package; Two Year Limited Subscription of On-Command Service Information (Formerly Fleet ISIS), and On-Command Parts Information (Formerly Fleet Parts Catalog), Requires Specific Feature Combinations

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted

BLOCK HEATER, ENGINE {Phillips} 120 Volt/1250 Watt

ENGINE, DIESEL {Navistar N9} EPA 2010, SCR, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (MAX)

FAN DRIVE {Horton Drivemaster Polar Extreme} Direct Drive Type, Two Speed, With Residual Torque Device for Disengaged Fan Speed

RADIATOR Aluminum, Cross Flow, Series System; 1228 SqIn Core and 648 SqIn Charge Air Cooler

FEDERAL EMISSIONS {Navistar N9 & N10} EPA, OBD and GHG Certified for Calendar Year 2016

AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxForce and Navistar post 2007 Emissions Electronic Engines

Description

EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations

TRANSMISSION, AUTOMATIC {Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.

OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type

TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction

TRANSMISSION TCM LOCATION Located Inside Cab

SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming

AXLE, REAR, SINGLE {Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, R Wheel Ends, Driver Controlled Locking Differential . Gear Ratio: 5.38

SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 31,000-lb Capacity, With 4500 lb Auxiliary Rubber Spring

FUEL/WATER SEPARATOR with Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor

FUEL TANK Top Draw; D-Style, Non-Polished Aluminum, 16" Tank Depth, 50 U.S. Gal., 189 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab

DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional

GAUGE CLUSTER English With English Electronic Speedometer

GAUGE, OIL TEMP, AUTO TRANS , for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Black Bezel Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

GAUGE, DEF FLUID LEVEL

SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

GRAB HANDLE Chrome; Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

MIRRORS (2) {Lang Mekra} Rectangular, Power Both Sides, Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing

AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster

INSTRUMENT PANEL Center Section, Flat Panel

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

HVAC FRESH AIR FILTER

STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door

CAB INTERIOR TRIM Deluxe

CAB REAR SUSPENSION Air Bag Type

WHEEL, SPARE, DISC 22.5"x8.25" Rim, Painted Steel, 2-Hand Hole 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc

Description

WHEELS, FRONT DISC; 22.5"x8.25" Rims, Painted Steel, 2-Hand Hole 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs

WHEELS, REAR DUAL DISC; 22.5"x8.25" Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and With Steel Hubs

TIRE, SPARE Equal to Model Standard

(3) TIRE, FRONT 12R22.5 HSC1 (CONTINENTAL) 482 rev/mile, load range H, 16 ply

(4) TIRE, REAR 12R22.5 HDC1 (CONTINENTAL) 479 rev/mile, load range H, 16 ply

Services Section:

WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2015 or Later, CTS-2002U
ft

CITY OF RAYTOWN
Request for Board Action

Date: June 7th, 2016
To: Mayor and Board of Aldermen
From: Captain Doug Goode

Resolution No.: R-XXXX-XX

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____



Action Requested: A resolution approving combined purchases during Fiscal Year 2015-2016 in excess of \$15,000.00 with Motorola.

Recommendation: Approve the resolution.

Analysis: The Police Department radio system is part of the Metropolitan Area Regional Radio System (MARRS). The radios used by the Police Department on the system are the Motorola XTS2500 Portable Radio and the Motorola XTL2500 Mobile Radio. Motorola stopped production on the XTS and XTL 2500 series radios in 2014. Motorola will provide support for the 2500 series of radios until 2019. After 2019 support will no longer be available for the 2500 series Motorola radios. A replacement plan has been developed to begin replacement of the 2500 series Motorola radios. The MARRS Board has established minimum standards for radios purchased for use on the MARRS system by Public Safety. All new radios purchased for use on the MARRS system must have the capability for AES and DSS encryption, 700-800 MHz, multi-key, OTAR (Over the Air Re-keying for encryption) capable and P-25 Phase Two capable. The Motorola APX 4000 Model 2 Portable radio and the APX 6500 Mobile radio meet the minimum standards established by the MARRS Board.

The radios are to be purchased through the State of Missouri Radio and Accessories Contract O081801 with Motorola.

The cost of 17 portable radios and accessories will be \$49,549.05 from Public Safety Sales Tax. The cost of 2 Motorola mobile radios will be \$8,475.00 from Capital Sales Tax.

Alternatives: Not purchase the radios and delay the replacement schedule.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount requested: \$49,549.05 Public Safety Sales Tax
 \$8,475.00 Capital Sales Tax
Department: Police

Additional Reports Attached: Spec Sheets and price quotes, State of Missouri Radio and Accessories Contract # O081801

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF MOBILE AND PORTABLE RADIOS AND EQUIPMENT FROM MOTOROLA SOLUTIONS, INCORPORATED OFF THE STATE OF MISSOURI RADIO AND ACCESSORIES CONTRACT IN AN AMOUNT NOT TO EXCEED \$58,025.05

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

WHEREAS the State of Missouri has competitively bid (Contract Number 0081801) the purchase of mobile and portable radios and equipment and has determined Motorola Solutions, Incorporated to be the most competitive bid; 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, funds for such purpose are budgeted from the Capital Improvement Sales Tax and such expenditure has been reviewed and on May 24, 2016, was recommended by the Special Sales Tax Review Committee as being consistent with voter intent; and

WHEREAS, the Board of Aldermen find it is in the best interested of the City to authorize and approve the purchase of mobile and portable radios and equipment from Motorola Solutions, Incorporated off the State of Missouri Cooperative Contract (0081801) in an amount not to exceed \$58,025.05;

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

THAT the purchase of mobile and portable radios and equipment from Motorola Solutions, Incorporated off the State of Missouri Cooperative Contract (0081801) in an amount not to exceed \$58,025.05 is hereby authorized and approved; and

FURTHER THAT the City Administrator and/or his designee are authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated herein 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 7th day of June, 2016.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
CONTRACT CHANGE

PROJECT NUMBER 0081801	CHANGE NUMBER 22
CHECK CONTRACT TYPE	
<input type="checkbox"/> CONSULTANT	<input checked="" type="checkbox"/> CONSTRUCTION

1. GENERAL INFORMATION	
PROJECT TITLE Interoperable Communications	NAME OF CONTRACTED FIRM Motorola Solutions, Incorporated
LOCATION Statewide	

2. DESCRIPTION OF CONTRACT CHANGE (attach and note additional description sheets as necessary)

The purpose of this no-cost contract change is to:

- 1) Update the primary contact for Motorola Solutions equipment purchases,
- 2) Correct contract pricing totals for post-warranty maintenance,
- 3) Add firm fixed pricing for contract services,
- 4) Clarify and update firm fixed equipment pricing, which supersedes all pricing in contract changes #8, #12 and #20,
- 5) Extend final acceptance date, and
- 6) Add Winston site antenna move.

This change is intended to allow agencies of the State of Missouri and other Missouri government entities to purchase interoperability communication related equipment and services from Motorola Solutions, Inc. This change provides firm fixed equipment pricing and services discounts, including refurbished radios, until June 30, 2018. Motorola will hold pricing firm until June 30, 2015, after which Motorola & MOSWIN will review and mutually agree upon pricing for the next fiscal year.

Each equipment order must refer to this contract and must specify the contract price for such order. Warranty will commence upon delivery. Payment is due forty-five (45) days after the invoice date. Motorola will send invoices to the parties of the order as the additional subscribers are shipped. There is no additional charge to the State of Missouri for this purchasing option. All subsequent orders will be invoiced separately and delivered directly to the parties placing the order.

A list of interoperable communications equipment and services, a list of discounts by APC code, and cost information for adding additional sites provided by Motorola are attached as a supplemental description to this change order (Attachment A, 44 pages). Any discrepancy between this change order and the attached supporting pages, and any other pricing offered by Motorola, shall be resolved with reference to the pricing contained herein.

For more information concerning Missouri Interoperable Communications, please call the MOSWIN office at 573-522-8092. For 24 hour hotline assistance, call 855-4-MOSWIN. For general information, go to the Department of Public Safety's web page: <http://dps.mo.gov/dir/programs/intercomm/default.asp>

For specific information about Motorola products, please go to the following link to sign up for a "Motorola Online" account: <http://businessonline.motorolasolutions.com/>
If new to "Motorola Online", please click the link under the login box for "Sign Up Now". Motorola Solutions primary contact for equipment purchases is:

Sean Kostelnik
Account Executive
Motorola Solutions, Inc.
Phone: 913-213-3486
Email: S.Kostelnik@motorolasolutions.com

(See the forty-four page "Attachment A" for continuation of description)

This Document, when fully executed by both Parties, shall constitute a Notice to Proceed with the Work described in this Change. This Contract Change shall modify the Contract as herein provided and includes all costs and time extensions associated with this Change to the Contract. No requests for additional compensation or time as a result of this Change will be considered.

AUTHORIZING NAME	SIGNATURES	
CONTRACTED FIRM REPRESENTATIVE (PRINT NAME) Randy Rosetta	SIGNATURE 	DATE 4/22/14
FMDC REPRESENTATIVE (PRINT NAME) Cathy Brown	SIGNATURE 	DATE 4/22/14

Attachment A – Change Order #22
Interoperability Communications
Project No. 0081801

Contract Price Adjustments

This is a no-cost change, as the State of Missouri has contract credit remaining from a previous contract adjustment.

Original Contract Amount	\$79,724,096.71
Previous Change Amounts (CO1 - CO21)	\$5,925,307.29
Contract Credit Remaining (CO21)	(\$13,772.10)
Amount This Change (CO22) for Winston Antenna Move and Structural Study	\$7,540.50
New Contract Total	\$85,656,944.50
Contract Credit Remaining (following this change CO22)	(\$6,231.60)

Change Order 19 incorrectly charged the cost of post-warranty maintenance for the NICE Logging Recorder and Storage twice. The Post-Warranty annual cost through June 30, 2018 is hereby modified as follows:

Corrected Year 1 Post-Warranty Amount, includes NICE and Genesis (7/1/14 to 6/30/15)	\$2,261,738.67
Corrected Year 2 Post-Warranty Amount, includes NICE and Genesis (7/1/15 to 6/30/16)	\$2,298,844.00
Corrected Year 3 Post-Warranty Amount, includes NICE and Genesis (7/1/16 to 6/30/17)	\$2,334,674.00
Corrected Year 3 Post-Warranty Amount, includes NICE and Genesis (7/1/17 to 6/30/18)	\$2,371,466.00

Within Attachment A, SUAll costs for 700MHz sites are included. The addition of any VHF sites by the state will not increase the cost for SUAll support.

Completion Date Adjustments

Original Contract Completion Date	7/31/2012
Operational Completion Date	12/31/2012
Final Acceptance Date (per this change order)	6/1/2014

Winston Antenna Move

Motorola will relocate two (2) antennas at the Winston radio site from the North leg of the tower to the West leg per the State's request. The structural study is included in the cost. No coverage testing or predictions are included in this cost. Cost for this service is \$7,540.50.

Attachment A – Change Order #22
Interoperability Communications
Project No. 0081801

Motorola Services Pricing

Motorola Services Pricing Table			
Title	Rate	Rate Type	Description
Motorola Project Management	\$ 1,800.00	Daily	Delivery and Management of Motorola projects
Motorola System Technologist	\$ 1,800.00	Daily	On-site trouble shooting, diagnostics, and optimization of P25 system
Motorola System Engineer	\$ 1,800.00	Daily	Frequency and coverage analysis, programming template input, and system integration
MSS Technician	\$ 180.00	Hourly	Mon-Fri 7am - 5pm/4 hour minimum Callout
MSS Technician	\$ 270.00	Hourly	After hour and weekend/4 hour minimum Callout
MSS Technician	\$ 360.00	Hourly	Holiday/4 hour minimum Callout

Antenna Heights

Motorola will complete all tasks associated with raising the antennas at the following sites by December 31, 2014:

1. Winston
2. Hannibal
3. Stanberry
4. Pineville

Motorola will provide the materials and services to raise the antenna to the heights in the new lease agreements. Assumptions: The state will execute new lease agreements, allowing for the antenna heights to be changed. The new lease agreements will be executed promptly, providing Motorola with a reasonable amount of time to complete the work necessary to move the antennas by the established deadline. Motorola assumes that any tower remediation has been completed to support the new heights and antenna loading proposed in the lease agreements.

DVRS Performance Issues

Motorola will assist the state in the investigation of any DVRS performance issues. If issues arise with DVRS installed by Motorola or a subcontractor of Motorola, a case will be opened and Motorola will be responsible for trouble shooting, resolution and sharing issue and resolution information with the state. If issues arise with DVRS installed by the state, the state will investigate complaints and perform first level trouble shooting on DVRS installed by the state based on previous DVRS trouble shooting experience and technical training provided. In the event that issues on DVRS installed by the state are beyond previous DVRS trouble shooting experiences or fall outside technical training provided, the State will open a case and provide the Motorola service team with the following information on any reported DVRS issue:

Attachment A – Change Order #22
Interoperability Communications
Project No. 0081801

1. Mobile firmware
2. Portable firmware
3. DVRS firmware
4. CPS version
5. DVRS Tweeker version
6. APX mobile codeplug
7. APX portable codeplug
8. DVRS codeplug
9. Vehicle Type
10. Equipment & antenna configuration

Motorola will provide a written report of analysis on each group of files supplied within 10 working days.

Other Items

- Motorola will provide the state a recommendation of best practices for software/firmware version control on subscriber equipment.
- Motorola will identify and rectify any Part 80 Licensing corrections.
- The state will identify a new frequency for either Taum Sauk or Brinktown to resolve the reported interference. Motorola will review the frequency and provide a combiner retune to either Taum Sauk or Brinktown.
- Motorola will obtain the LOC for the Part 22 channel licensed at Bloomfield.

ISSI 8000

PM	\$	14,400.00
ST	\$	14,400.00
ENG	\$	7,200.00
Installation	\$	2,000.00
Documentation	\$	900.00
Total Integration	\$	38,900.00
Total Equipment	\$	225,462.50

Project Total \$ 264,362.50

<u>MODEL #</u>	<u>PRICE</u>	<u>DESCRIPTION</u>
SQM01SUM0227	\$ 21,462.50	ISGW SERVER USED FOR ISSI / CSSI
UA00007AA	\$ -	ISSI.1 TO ISSI 8000 MANUAL ROAMING 10 SIMULTANEOUS TALK GROUP CAP
UA00005AA	\$ 170,000.00	ISSI AUTOMATIC ROAMING 10 SIMULTANEOUS TALK GROUP CAPACITY LICENS
TT1932	\$ 34,000.00	ISG 1000 FIREWALL W/ 2 YR SUPPORT
Total Equipment	\$ 225,462.50	

STANDARDIZED SERVICES	APC	2014	2015	2016	2017
Dispatch Service	006	348.67	359.13	369.91	381.00
Network Monitoring Component	561	3,207.08	3,303.29	3,402.39	3,504.46
Technical Support	772	327.43	337.26	347.37	357.80
Infrastructure Repair	929	3,849.56	3,965.04	4,084.00	4,206.52
Network Preventative Maintenance	769	1,150.44	1,207.96	1,268.36	1,331.78
Total Standardized Services Sale Price		\$ 8,883.19	\$ 9,172.69	\$ 9,472.03	\$ 9,781.56

SUA II Addition Per 700MHz Site	\$ 6,400.00
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Single Channel Add on	Price	Quantity	Description
Project Management	\$ 9,000.00	each	Oversee total project, Adminster all paperwork, Establish and manage schedule, manage all subcontractors, finalize punchlist, ensure total project completion
System Technologist	\$ 3,600.00	each	Oversee all techical aspects of on site work, program and configure equipment, optimize and integrate equipment into existing system, trouble shoot all issues
System Engineer	\$ 3,600.00	each	Run detailed design review, generate cut over plan and Acceptance Test Plan, resovle punch list and assist with documentation
Equipment Installation	\$ 2,880.00	each	Phyiscal installation of all equipment by certified Motorola Service Shop
Documentation	\$ 900.00	each	Updated documentation of new equipment as integrated into system
Total Services	\$ 19,980.00	each	

Equipment Per Site (Maximum)	\$ 52,000.00
Services Per Site	\$ 19,980.00
Not to Exceed Total Per Site	\$ 71,980.00

Price range for equipment can be anywhere between \$25,000.00 and \$52,000.00 depending on the expansion kit needed, but will not exceed \$52,000.00.

6 Channel New Site - 700MHz	Price	Quantity	Description
PM	\$ 21,600.00	each	Oversee total project, Adminster all paperwork, Establish and manage schedule, manage all subcontractors, finalize punchlist, ensure total project completion
ST	\$ 18,000.00	each	Oversee all techical aspects of on site work, program and configure equipment, optimize and integrate equipment into existing system, trouble shoot all issues
ENG	\$ 9,000.00	each	Run detailed design review, generate cut over plan and Acceptance Test Plan, resovle punch list and assist with documentation
Factory Staging	\$ 8,100.00	each	Equipment is built and tested to exact specifications on the factory floor prior to shipment
Install - Fixed Equipment	\$ 8,640.00	each	Phyiscal installation of all equipment by certified Motorola Service Shop
Install - Antenna/Line	\$ 25,000.00	each	Phyiscal installation of two antennas and transmission lines
Documentation	\$ 3,000.00	each	Updated documentation of new equipment as integrated into system
Total Services	\$ 93,340.00		

Equipment	\$ 202,612.30
Services Per Site	\$ 93,340.00
Not to Exceed Total Per Site	\$ 295,952.30

Pepero Scout-2 Bay Trailer	\$ 161,160.00		RF SITE ON WHEELS-SCOUT 2-BAY, 45' MAST
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6 Channel New Site - VHF	Price	Quantity	Description
PM	\$ 21,600.00	each	Oversee total project, Adminster all paperwork, Establish and manage schedule, manage all subcontractors, finalize punchlist, ensure total project completion
ST	\$ 18,000.00	each	Oversee all techical aspects of on site work, program and configure equipment, optimize and integrate equipment into existing system, trouble shoot all issues
ENG	\$ 9,000.00	each	Run detailed design review, generate cut over plan and Acceptance Test Plan, resovle punch list and assist with documentation
Factory Staging	\$ 13,000.00	each	Equipment is built and tested to exact specifications on the factory floor prior to shipment
Install - Fixed Equipment	\$ 8,640.00	each	Phyiscal installation of all equipment by certified Motorola Service Shop
Install - Antenna/Line	\$ 25,000.00	each	Phyiscal installation of two antennas and transmission lines
Documentation	\$ 3,000.00	each	Updated documentation of new equipment as integrated into system
Total Services	\$ 98,240.00		

Equipment	\$ 204,391.00
Services Per Site	\$ 98,240.00
Not to Exceed Total Per Site	\$ 302,631.00

Item	Qty	Manufacturer	Description	Unit List Price	Unit Extended	Discount	Unit Discount	Extended Discount
3	1	ISQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$6,000.00	\$6,000.00	25.00%	\$4,500.00	\$4,500.00
3a	1	CA00855AA	ADD: 700/800 MHZ	\$6,300.00	\$6,300.00	25.00%	\$4,725.00	\$4,725.00
3b	1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS	\$71,400.00	\$71,400.00	25.00%	\$53,550.00	\$53,550.00
3c	6	X81AE	ENH: ASTRO 25 SITE REPEATER SW	\$10,700.00	\$64,200.00	25.00%	\$8,025.00	\$48,150.00
3d	1	CA00881AA	ADD: CABINET RMC W/ CAPABILITY OF 6	\$700.00	\$700.00	25.00%	\$525.00	\$525.00
3e	1	CA00878AA	ADD: PRIMARY 6 PORT CAVITY COMBINER	\$8,400.00	\$8,400.00	25.00%	\$6,300.00	\$6,300.00
3f	2	CA00303AA	ADD: QTY (1) SITE CONTROLLER	\$5,000.00	\$10,000.00	25.00%	\$3,750.00	\$7,500.00
3g	2	CA02212AA	ASTRO 25 SITE REPEATER SITE CONTROL	\$5,000.00	\$10,000.00	25.00%	\$3,750.00	\$7,500.00
3h	1	CA02224AA	GTR ESS INTEGRATION KIT FOR EXT GGM	\$700.00	\$700.00	25.00%	\$525.00	\$525.00
3i	1	X832AH	ADD: 7.5 FT OPEN RACK, 48RU	\$495.00	\$495.00	25.00%	\$371.25	\$371.25
3j	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU	\$1,000.00	\$1,000.00	25.00%	\$750.00	\$750.00
12	1	DLN6566	FRU: 700/800 MHZ XCVR	\$1,200.00	\$1,200.00	25.00%	\$900.00	\$900.00
13	1	DLN6567	FRU: 700/800 MHZ PA	\$1,200.00	\$1,200.00	25.00%	\$900.00	\$900.00
14	1	DLN6569	FRU: GCP 8000/GCM 8000	\$2,500.00	\$2,500.00	25.00%	\$1,875.00	\$1,875.00
15	1	DLN8781	FRU POWER SUPPLY	\$2,200.00	\$2,200.00	25.00%	\$1,650.00	\$1,650.00
2	1	ISQM01SUM0205	GGM 8000 GATEWAY	\$4,200.00	\$4,200.00	25.00%	\$3,150.00	\$3,150.00
2a	1	CA01619AA	ADD: DC POWER	\$-	\$-	25.00%	\$-	\$-
2b	1	CA01618AA	ADD: CONV CHAN GATEWAY	\$2,000.00	\$2,000.00	25.00%	\$1,500.00	\$1,500.00
11	1	ISQM01SUM0205	GGM 8000 GATEWAY	\$4,200.00	\$4,200.00	25.00%	\$3,150.00	\$3,150.00
11a	1	CA01619AA	ADD: DC POWER	\$-	\$-	25.00%	\$-	\$-
4	1	DSTS100BT	SPD, RJ48 & PIN, 10/100 BASE T T/SJ	\$154.00	\$154.00	15.00%	\$130.90	\$130.90
5	1	DSTS100BT	RACK MOUNT GROUND BAR, 19 IN FOR TS	\$88.00	\$88.00	15.00%	\$74.80	\$74.80
6	1	DS428D8301T	TTA, MINI AUTO QUAD, 766-824 MHZ, SINGLE NETWORK, TOWER BOX	\$9,879.00	\$9,879.00	15.00%	\$8,397.15	\$8,397.15
7	1	DS428D8301C110	CONTROL MONITORING UNIT, 766-824 MHZ, 110 VAC	\$2,977.00	\$2,977.00	15.00%	\$2,530.45	\$2,530.45
19	2	DN1080	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2	\$57.00	\$114.00	15.00%	\$85.65	\$171.30
21	280	L3405	AV47-50 CABLE: 1.58" AVA HELIAX POLY JKT PER FOOT	\$22.50	\$6,300.00	15.00%	\$19.13	\$5,355.00
22	2	DDN9383	AL7DF-PSA 1-508" 7-16 DIN FEMALE POSITIVE STOP CONNECTOR	\$178.00	\$356.00	15.00%	\$151.30	\$302.60
23	6	DSSG180682A	SGF158-0682A 1-508" SUREGROUND GROUNDING	\$20.40	\$122.40	15.00%	\$17.34	\$104.04
24	2	DLS75GRIP	L75GRIP 1-508" SUPPORT HOIST GRIP	\$34.00	\$68.00	15.00%	\$28.90	\$57.80
25	1	DSTXDRMBF	RF SPD, 688-2700MHZ DC BLOCK HIGH P	\$125.00	\$125.00	15.00%	\$106.25	\$106.25
26	1	DSSGSKITD	GROUND STRAP KIT - DIN	\$34.00	\$34.00	15.00%	\$28.90	\$28.90
28	2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2	\$57.00	\$114.00	15.00%	\$48.45	\$96.90
31	1	DSAPM7487K2AC	ADVANCED POWER MONITOR, 740-970 MHZ	\$4,696.00	\$4,696.00	15.00%	\$3,991.60	\$3,991.60
32	10	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY	\$22.50	\$225.00	15.00%	\$19.13	\$191.30
33	2	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR	\$27.25	\$54.50	15.00%	\$23.16	\$46.33
34	10	L1700	F1PNM-HC 1/4" TYPE N MALE CONNECTOR	\$22.50	\$225.00	15.00%	\$19.13	\$191.30
35	2	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR	\$27.25	\$54.50	15.00%	\$23.16	\$46.33
38	1	DDN1080	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2	\$28.50	\$28.50	15.00%	\$24.23	\$24.23
43	300	L3617	7/8IN HELIAX VIRTUAL AIR FOAM FILLER	\$8.50	\$2,550.00	15.00%	\$7.23	\$2,167.50
44	2	DDN1079	78E2NF-M N FEMALE MOT CONNECTOR (MO	\$39.75	\$79.50	15.00%	\$33.79	\$67.58
45	6	DSSG780682A	SG78-0682A GROUNDING KIT FOR 7/8 IN	\$22.50	\$135.00	15.00%	\$19.13	\$114.75
46	2	DLS45GRIP	L55GRIP 7/8" SUPPORT HOIST GRIP	\$28.50	\$57.00	15.00%	\$24.23	\$48.45
50	6	DSSG120682A	SG12-0682A 1/2IN SURE GROUND GROUND	\$19.00	\$114.00	15.00%	\$16.15	\$96.90
51	2	DLS45GRIP	L45GRIP SUPPORT HOIST GRIP 1/2" LDF	\$16.25	\$32.50	15.00%	\$13.81	\$27.62
52	1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 12 VD	\$163.00	\$163.00	15.00%	\$138.55	\$138.55
53	1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 12 VD	\$163.00	\$163.00	15.00%	\$138.55	\$138.55
54	25	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY	\$22.25	\$556.25	15.00%	\$19.13	\$478.13
55	2	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR	\$27.25	\$54.50	15.00%	\$23.16	\$46.33
56	25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY	\$5.05	\$126.25	15.00%	\$4.29	\$107.31
57	2	DDN6682	F4PNM2-HC 1/2" TYPE N MALE PLATED	\$32.00	\$64.00	15.00%	\$27.20	\$54.40
38	1	DDN1088	L4TDM-PSA TYPE N MALE PS FOR 1/2 IN	\$28.50	\$28.50	15.00%	\$24.23	\$24.23
42	2	DDN1088	L4TDM-PSA TYPE N MALE PS FOR 1/2 IN	\$28.50	\$57.00	15.00%	\$24.23	\$48.45
48	1	DDN1088	L4TDM-PSA TYPE N MALE PS FOR 1/2 IN	\$28.50	\$28.50	15.00%	\$24.23	\$24.23
18	15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX PO	\$3.50	\$52.50	15.00%	\$2.98	\$44.53
20	2	TDN9289	221213 CABLE WRAP WEATHERPROOFING	\$22.00	\$44.00	15.00%	\$18.70	\$37.40
27	25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX PO	\$3.50	\$87.50	15.00%	\$2.98	\$44.53
30	10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX PO	\$3.50	\$35.00	15.00%	\$2.98	\$44.53
30a	1	TT05543AA	ADD: 7-16 DIN MALE PS FOR 1/2 IN LD	\$28.50	\$28.50	15.00%	\$24.23	\$24.23
30b	1	TT05467AA	ADD: CONNECTOR ATTACHMENT LDF4 ANTE	\$14.25	\$14.25	15.00%	\$12.11	\$12.11
30c	1	TT05542AA	ADD: 7-16 DIN MALE PS FOR 1/2 IN LD	\$28.50	\$28.50	15.00%	\$24.23	\$24.23
30d	1	TT04935AA	ADD: CONNECTOR ATTACHMENT FEE FOR L	\$14.25	\$14.25	15.00%	\$12.11	\$12.11
37	15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX PO	\$3.50	\$52.50	15.00%	\$2.98	\$44.53
40	5	TDN9289	221213 CABLE WRAP WEATHERPROOFING	\$22.00	\$110.00	15.00%	\$18.70	\$93.50
41	5	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX PO	\$3.50	\$17.50	15.00%	\$2.98	\$14.88
47	300	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX PO	\$3.50	\$1,050.00	15.00%	\$2.98	\$892.50

49	1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2	\$28.50	15.00%	\$24.23	\$24.23
8	1	F4628	GMC_PER_DEVICE_SW_LICENSES	\$75.00	15.00%	\$63.75	\$63.75
8a	1	V809	GMC_SW_LIC_PER_NFM-RTU_I-O	\$240.00	15.00%	\$204.00	\$204.00
8b	6	V843	GMC_SW_LIC_PER_GTR8000_MS_BR	\$1,440.00	15.00%	\$1,224.00	\$1,224.00
8c	2	VA00318	GMC_SW_LIC_PER_GCP8000_S_CONTR	\$480.00	15.00%	\$408.00	\$408.00
8d	1	VA00300	GMC_SW_LIC_PER_RFDS	\$240.00	15.00%	\$204.00	\$204.00
9	1	F2463	RTU_PER_DEVICE_SW_LICENSES	\$75.00	15.00%	\$63.75	\$63.75
9a	1	V839	RTU_SW_LIC_PER_NFM-RTU_I-O	\$110.00	15.00%	\$93.50	\$93.50
9b	6	VA00312	RTU_SW_LIC_PER_GTR8000_MS_BR	\$660.00	15.00%	\$561.00	\$561.00
9c	2	VA00318	RTU_SW_LIC_PER_GCP8000_S_CONTR	\$480.00	15.00%	\$408.00	\$408.00
9d	1	VA00300	RTU_SW_LIC_PER_RFDS	\$110.00	15.00%	\$93.50	\$93.50
10	1	F4544	SITE MANAGER ADVANCED	\$3,000.00	15.00%	\$2,550.00	\$2,550.00
10a	1	V266	ADD_80VAG TO 260VAG PS TO SM	\$120.00	15.00%	\$102.00	\$102.00
10b	1	VA00872	ADD_SDM ASTRO RTU FW CURR ASTRO RE	\$1,850.00	15.00%	\$1,572.50	\$1,572.50
10c	3	V692	AAD TERM BLCK & CONN WI	\$90.00	15.00%	\$76.50	\$76.50
16	1	DLN6455	CONFIGURATION/SERVICE SOFTWARE	\$25.00	0.00%	\$25.00	\$25.00
1	1	SCM01SUM0239	MASTER SITE CONFIG UPGRADE	\$-	15.00%	\$-	\$-
1a	1	CA00986AL	ADD_NMIZC LICENSE KEY 7.14	\$1,000.00	15.00%	\$850.00	\$850.00
1b	1	CA00987AL	ADD_UCS LICENSE KEY 7.14	\$1,000.00	15.00%	\$850.00	\$850.00
1c	1	CA02106AA	ASTRO 25 FOMA VOICE SITE	\$17,000.00	15.00%	\$14,450.00	\$14,450.00
17	1	DSCC80708	OMNI_CORPORATE COLLINEAR, 8 DBD, 746-870 MHZ, P1M & 25 KW PIP RATED	\$3,120.00	15.00%	\$2,652.00	\$2,652.00
36	1	DSCC80708	OMNI_CORPORATE COLLINEAR, 8 DBD, 746-870 MHZ, P1M & 25 KW PIP RATED	\$3,120.00	15.00%	\$2,652.00	\$2,652.00
Total Per Site				\$281,503.50	-	\$202,812.30	\$202,812.30

Alternative Antennas

17	1	DSSE414SF3P4LDFPIP	ENC. 4 DIPOLE DIR, 8'00DBD GAIN, LOW P1M, 745-868MHZ, 25 KW PIP RATED	\$2,207.00	15.00%	\$1,875.95	\$1,875.95
36	1	DSSE414SF3P4LDFPIP	ENC. 4 DIPOLE DIR, 8'00DBD GAIN, LOW P1M, 745-868MHZ, 25 KW PIP RATED	\$2,207.00	115.00%	\$1,875.95	\$1,875.95

Services Breakdown for a New 6 Channel 700MHz Site

Project Manager	
Project Admin	1
Customer contract Design Review - Status Meetings	3
Write Contract With Shop and Manager Cold Install	1
Coordinate Antenna and Antenna Line Install	2
Installation/Programing/Configuration Coordination	2
System Optimization - ATP	1
Cutover-Punchlist-Final Documentation	2
Total Effort (Days)	12

System Engineer	
Project Admin	1
Customer Contract Design Review - Status Meetings	2
Installation/Programming/Configuration	1
Cutover-Punchlist-Final Document	1
Total Effort (Days)	5

System Technologist	
Project Admin	1
Installation/Programming/Configuration	5
System Optimization - ATP	1.5
R56 Audit	0.5
Cutover-Punchlist-Final Documentation	2
Total Effort (Days)	10

Building w/ UPS & Propane Generator	TT1000 - MSB, 12' X 16.5' CONCRETE BLDG, INCLS UPS & GENERATOR, FULLY COMPLETE	\$	108,613.00
		Total Equipment	\$ 108,613.00
		Total Integration	\$125,710.00
		Project Total	\$ 234,323.00

		<u>Price</u>
Project Management		\$6,076.00
1.1	Manage Installation Resources	
1.2	Coordinate with Construction Supervisor	
1.3	Integrate Civil Work into overall Installation Plan	
1.4	Track and Report Civil Work Status	
ARCHITECTURAL & ENGINEERING SERVICES		\$17,245.00
A.3.4.2	Construction Drawings	
A.3.1B	Site Design visit	
A.3.8B	Record Drawings	
A.2.1C	Site survey	
A.5.2 B	Construction Material Testing (Concrete, backfill, foundations) Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing	
SITE PREPARATION		\$17,912.00
1.1a	Utility coordination, Local permits and inspections required for site work (Construction, electrical etc.)	
1.2a	Mobilization and demobilization of crews	
1.3.1 a	Clearing and grubbing of Site compound (Light Clearing- Clear light brush and grub roots)	
1.4.1A	Compound Grading and 10' path around it	
1.5.1	Compound graveling (including weedicide treatment and geotextile fabric installation) inside fence are and 3' perimeter outside fence	
1.7.2	Silt fence	
1.8.1	8' high fencing of compound (including gates and accessories required)	
1.9A	Site touchup and landscaping (fertilize, seed and straw disturbed areas not covered with gravel, usually 10' wide strip around compound)	
SITE COMPONENTS INSTALLATION		\$50,462.00
2.1.1 d	Foundations for TT1000 - 12'x16' Concrete pre-fab Shelter and stoop including excavation, rebar, concrete and gravel backfill.	
2.1.2 a	Foundations for 500 gallon above-ground LPG Fuel tank with 12" perimeter (5'x12'x6") including excavation, rebar, concrete	
2.1.3 e	Foundations for 50KW Propane Generator (5G050 - 1650 lbs with 41"x111" footprint) and 12" wide perimeter and 12" wide perimeter including excavation, rebar, concrete	
2.4 d	Offload and setup TT1000 - 12'x16' Pre-fabricated concrete shelter (40,000 lbs) including installation of loose material with shelter i.e. awnings, door lights etc. Includes startup of lighting, air-conditioning and power distribution.	
2.6 a	Supply and install 500 gallon LP fuel tank (37" dia x 9'11"L x 3'10"H) including all necessary fuel, piping (with trenching up to 50' from generator), regulators, valves, gauges, testing of system for leakages.	
2.6 g	Install fuel tank monitor for fuel tank low alarm and wire to the building located within 50' of the fuel tank	
2.5 g	Offload and Install 50KW generator and connect to ATS, fuel tank located within 25' feet of the generator	
2.7.1 a	120 / 240 volt, 200 amp, single-phase meter pedestal & hookup for electrical service by the local utility	
2.7.4 a	120 / 240 volt, 200 amp, single-phase underground electrical service including trenching and installation of appropriately sized electrical conductors buried 30 inches below grade from utility meter to the service disconnect located on the building.	
2.8.1 c	Exterior grounding for W/G Bridge, shelter, fuel tank, generator and fence located in an 2500 Sq. Ft. compound per R56	
2.8.2	Megger three point grounding test of the site.	
Construction Supervisor		\$31,695.00
PRE-AWARD CONSTRUCTION MANAGER RESPONSIBILITIES		
Under the direction of the Motorola Project Manager, responsibilities of the Construction Manager with respect to the coordination and administration of pre-construction requirements are as follows:		
1.1	Site Appraisals: Assisting Motorola System Engineering in conducting site appraisals for constructability, including accessibility and any potential impediments to site development.	

1.2	Liaison: Consulting, advising, and making recommendations to the Motorola Project Manager on all aspects of planning for the project construction, including site engineering & design, procurement, contractor pre-qualification, construction operations and program services.
1.3	Design Requirements: Review plans and specifications for the purpose of advising the Motorola Project Manager on such factors as construction feasibility and techniques, risk mitigation, possible
1.4	Regulatory Requirements Tracking: Status tracking and reporting with established green, yellow, red flag system to bring immediate attention to a Hold or Denial, that could or does effect Cost: Zoning NEPA / LIMITED NEPA Phase I Environmental Permits
1.5	Procurement: Recommending early purchases and expediting the procurement on long-lead items to ensure timely delivery.
1.6	Administration of Contractor selection process: Coordinating the selection process including: Site Walks Contractor identification, evaluation and clarification. Contractor selection and negotiation.
1.7	Preparedness: Preparation prior to the start of any site / project is required, but shall not be limited to the following: Preliminary schedules for construction and material supply Construction permits and approval process' Underground utility location staking Condition of access / clearing Mobilization date(s)
POST-AWARD CONSTRUCTION MANAGER RESPONSIBILITIES	
	The Construction Manager under the direction of the Motorola Project Manager, is responsible for coordination and management of project construction requirements. In executing this requirement, the Construction Manager shall assume overall responsibility, as indicated, but not limited to the following:
2.1	Work closely with the assigned Architectural & Engineering Firm in developing and reviewing site plans and specifications. See EXHIBIT 18.6 – Example Site Drawings to better understand the level of detail and quality expected.
2.2	Supervising and coordinating the work of contractors. Being available at all times to provide prompt inspection, clarifications and a decision on acceptance when required.
2.3	Assessing and enforcing approved on-site procedures including construction methods, schedules, safety and quality requirements.
2.4	Monitoring, controlling and measuring budgeted costs, resource requirements and schedules with comparisons to actual.
2.5	Reporting progress to the Project Management team to update schedule and cost data.
2.6	Analyzing and evaluating all cost, schedule and progress reports for the project.
2.7	Preparing weekly progress reports addressing work accomplished, potential problems, and recommended solutions.
2.8	Furnishing finance department with information required for accounting records, payroll, inventories of materials and work in progress.
2.9	Advising the Motorola Program Manager on cost and schedule fluctuations, improved / alternative materials and methods, and other matters affecting construction.
2.10	Development of recommendations with justification regarding Change Orders for review and approval by Motorola's Project Manager.
2.11	Maintaining on the job update plans reflecting all changes.
2.12	Assisting in expediting delivery of materials and progress of work.
2.13	Verifying that the contractor's construction materials, installation methods and assumed design parameters are acceptable based on the conditions existing at the site.
2.14	Measuring progress of work and reviewing and authorizing contractor's request for payment.
2.15	Site acceptance testing.
2.16	Coordinating the resolution of punch-list items.
2.17	Coordinating the preparation and review of contractor submittals e.g. as-built drawings, lien releases etc.
Freight	
1.1	Ship prefabricated Shelter to the Customer Site

\$2,320.00

TOTAL INTEGRATION

\$125,710.00

Building w/ UPS & Propane Generator	TT1004 - MSB, 12' X 10' CONCRETE IR BLDG, INCLS UPS & GENERATOR, FULLY COMPLETE	\$	99,090.00
		Total Equipment	\$ 99,090.00
		Total Integration	\$ 122,516.00
		Project Total	\$ 221,606.00

		<u>Price</u>
Project Management		\$6,076.00
1.1	Manage Installation Resources	
1.2	Coordinate with Construction Supervisor	
1.3	Integrate Civil Work into overall Installation Plan	
1.4	Track and Report Civil Work Status	
ARCHITECTURAL & ENGINEERING SERVICES		\$17,245.00
A.3.4.2	Construction Drawings	
A.3.1B	Site Design visit	
A.3.8B	Record Drawings	
A.2.1C	Site survey	
A.5.2 B	Construction Material Testing (Concrete, backfill, foundations)	
	Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing	
SITE PREPARATION		\$17,912.00
1.1a	Utility coordination, Local permits and inspections required for site work (Construction, electrical etc.)	
1.2a	Mobilization and demobilization of crews	
1.3.1 a	Clearing and grubbing of Site compound (Light Clearing- Clear light brush and grub roots)	
1.4.1A	Compound Grading and 10' path around it	
1.5.1	Compound graveling (including weedicide treatment and geotextile fabric installation) inside fence are and 3' perimeter outside fence	
1.7.2	Silt fence	
1.8.1	8' high fencing of compound (including gates and accessories required)	
1.9A	Site touchup and landscaping (fertilize, seed and straw disturbed areas not covered with gravel, usually 10' wide strip around compound)	
SITE COMPONENTS INSTALLATION		\$47,354.00
2.1.1 d	Foundations - 12'x10' Concrete pre-fab Shelter and stoop including excavation, rebar, concrete and gravel backfill.	
2.1.2 a	Foundations for 500 gallon above-ground LPG Fuel tank with 12" perimeter (5'x12'x6") including excavation, rebar, concrete	
2.1.3 e	Foundations for 35KW Propane Generator and 12" wide perimeter and 12" wide perimeter including excavation, rebar, concrete	
2.4 d	Offload and setup - 12'x10' Pre-fabricated concrete shelter (30,000 lbs) including installation of loose material with shelter i.e. awnings, door lights etc. Includes startup of lighting, air-conditioning and power distribution.	
2.6 a	Supply and install 500 gallon LP fuel tank (37" dia x 9'11"L x 3'10"H) including all necessary fuel, piping (with trenching up to 50' from generator), regulators, valves, gauges, testing of system for leakages.	
2.6 g	Install fuel tank monitor for fuel tank low alarm and wire to the building located within 50' of the fuel tank	
2.5 g	Offload and Install 35KW generator and connect to ATS, fuel tank located within 25' feet of the generator	
2.7.1 a	120 / 240 volt, 200 amp, single-phase meter pedestal & hookup for electrical service by the local utility	
2.7.4 a	120 / 240 volt, 200 amp, single-phase underground electrical service including trenching and installation of appropriately sized electrical conductors buried 30 inches below grade from utility meter to the service disconnect located on the building.	
2.8.1 c	Exterior grounding for W/G Bridge, shelter, fuel tank, generator and fence located in an 2500 Sq. Ft. compound per R56	
2.8.2	Megger three point grounding test of the site.	
Construction Supervisor		\$31,695.00
	PRE-AWARD CONSTRUCTION MANAGER RESPONSIBILITIES	
	Under the direction of the Motorola Project Manager, responsibilities of the Construction Manager with respect to the coordination and administration of pre-construction requirements are as follows:	
1.1	Site Appraisals: Assisting Motorola System Engineering in conducting site appraisals for constructability, including accessibility and any potential impediments to site development.	

1.2	Liaison: Consulting, advising, and making recommendations to the Motorola Project Manager on all aspects of planning for the project construction, including site engineering & design, procurement, contractor pre-qualification, construction operations and program services.
1.3	Design Requirements: Review plans and specifications for the purpose of advising the Motorola Project Manager on such factors as construction feasibility and techniques, risk mitigation, possible
1.4	Regulatory Requirements Tracking: Status tracking and reporting with established green, yellow, red flag system to bring immediate attention to a Hold or Denial, that could or does effect Cost: Zoning NEPA / LIMITED NEPA Phase I Environmental Permits
1.5	Procurement: Recommending early purchases and expediting the procurement on long-lead items to ensure timely delivery.
1.6	Administration of Contractor selection process: Coordinating the selection process including: Site Walks Contractor identification, evaluation and clarification. Contractor selection and negotiation.
1.7	Preparedness: Preparation prior to the start of any site / project is required, but shall not be limited to the following: Preliminary schedules for construction and material supply Construction permits and approval process' Underground utility location staking Condition of access / clearing Mobilization date(s)
	POST-AWARD CONSTRUCTION MANAGER RESPONSIBILITIES
	The Construction Manager under the direction of the Motorola Project Manager, is responsible for coordination and management of project construction requirements. In executing this requirement, the Construction Manager shall assume overall responsibility, as indicated, but not limited to the following:
2.1	Work closely with the assigned Architectural & Engineering Firm in developing and reviewing site plans and specifications. See EXHIBIT 18.6 – Example Site Drawings to better understand the level of detail and quality expected.
2.2	Supervising and coordinating the work of contractors. Being available at all times to provide prompt inspection, clarifications and a decision on acceptance when required.
2.3	Assessing and enforcing approved on-site procedures including construction methods, schedules, safety and quality requirements.
2.4	Monitoring, controlling and measuring budgeted costs, resource requirements and schedules with comparisons to actual.
2.5	Reporting progress to the Project Management team to update schedule and cost data.
2.6	Analyzing and evaluating all cost, schedule and progress reports for the project.
2.7	Preparing weekly progress reports addressing work accomplished, potential problems, and recommended solutions.
2.8	Furnishing finance department with information required for accounting records, payroll, inventories of materials and work in progress.
2.9	Advising the Motorola Program Manager on cost and schedule fluctuations, improved / alternative materials and methods, and other matters affecting construction.
2.10	Development of recommendations with justification regarding Change Orders for review and approval by Motorola's Project Manager.
2.11	Maintaining on the job update plans reflecting all changes.
2.12	Assisting in expediting delivery of materials and progress of work.
2.13	Verifying that the contractor's construction materials, installation methods and assumed design parameters are acceptable based on the conditions existing at the site.
2.14	Measuring progress of work and reviewing and authorizing contractor's request for payment.
2.15	Site acceptance testing.
2.16	Coordinating the resolution of punch-list items.
2.17	Coordinating the preparation and review of contractor submittals e.g. as-built drawings, lien releases etc.
Freight	
1.1	Ship prefabricated Shelter to the Customer Site

\$2,320.00

Services TOTAL

\$122,602.00

Building w/ UPS & Diesel Generator	TT1000 - MSB, 12' X 16.5' CONCRETE BLDG, INCLS UPS & GENERATOR, FULLY COMPLETE	\$	108,613.00
	TT0004AA - ALT: DIESEL 50KW GENERATOR	\$	3,284.00
		Total Equipment	\$ 111,897.00
		Total Integration	\$ 116,043.00
		Project Total	\$ 227,940.00

Price
\$6,076.00

Project Management		
1.1	Manage Installation Resources	
1.2	Coordinate with Construction Supervisor	
1.3	Integrate Civil Work into overall Installation Plan	
1.4	Track and Report Civil Work Status	
ARCHITECTURAL & ENGINEERING SERVICES		\$17,245.00
A.3.4.2	Construction Drawings	
A.3.1B	Site Design visit	
A.3.8B	Record Drawings	
A.2.1C	Site survey	
A.5.2.B	Construction Material Testing (Concrete, backfill, foundations)	
	Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing	
SITE PREPARATION		\$17,912.00
1.1a	Utility coordination, Local permits and inspections required for site work (Construction, electrical etc.)	
1.2a	Mobilization and demobilization of crews	
1.3.1 a	Clearing and grubbing of Site compound (Light Clearing- Clear light brush and grub roots)	
1.4.1A	Compound Grading and 10' path around it	
1.5.1	Compound graveling (including weedicide treatment and geotextile fabric installation) inside fence are and 3' perimeter outside fence	
1.7.2	Silt fence	
1.8.1	8' high fencing of compound (including gates and accessories required)	
1.9A	Site touchup and landscaping (fertilize, seed and straw disturbed areas not covered with gravel, usually 10' wide strip around compound)	
SITE COMPONENTS INSTALLATION		\$42,236.00
2.1.1 d	Foundations for TT1000 - 12'x16' Concrete pre-fab Shelter and stoop including excavation, rebar, concrete and gravel backfill.	
2.1.3 e	Foundations for 50KW Diesel Generator (SG050 - 1650 lbs with 41"x111" footprint) and 12" wide perimeter and 12" wide perimeter including excavation, rebar, concrete	
2.4 d	Offload and setup TT1000 - 12'x16' Pre-fabricated concrete shelter (40,000 lbs) including installation of loose material with shelter i.e. awnings, door lights etc. Includes startup of lighting, air-conditioning and power distribution.	
2.6 g	Install fuel tank monitor for fuel tank low alarm and wire to the building located within 50' of the fuel tank	
2.5 g	Offload and Install 50KW generator and connect to ATS, fuel tank located under generator	
2.7.1 a	120 / 240 volt, 200 amp, single-phase meter pedestal & hookup for electrical service by the local utility	
2.7.4 a	120 / 240 volt, 200 amp, single-phase underground electrical service including trenching and installation of appropriately sized electrical conductors buried 30 inches below grade from utility meter to the service disconnect located on the building.	
2.8.1 c	Exterior grounding for W/G Bridge, shelter, fuel tank, generator and fence located in an 2500 Sq. Ft. compound per R56	
2.8.2	Megger three point grounding test of the site.	
Construction Supervisor		\$30,254.00
PRE-AWARD CONSTRUCTION MANAGER RESPONSIBILITIES		
Under the direction of the Motorola Project Manager, responsibilities of the Construction Manager with respect to the coordination and administration of pre-construction requirements are as follows:		
1.1	Site Appraisals: Assisting Motorola System Engineering in conducting site appraisals for constructability, including accessibility and any potential impediments to site development.	
1.2	Liaison: Consulting, advising, and making recommendations to the Motorola Project Manager on all aspects of planning for the project construction, including site engineering & design, procurement, contractor pre-qualification, construction operations and program services.	

1.3	Design Requirements: Review plans and specifications for the purpose of advising the Motorola Project Manager on such factors as construction feasibility and techniques, risk mitigation, possible
1.4	Regulatory Requirements Tracking: Status tracking and reporting with established green, yellow, red flag system to bring immediate attention to a Hold or Denial, that could or does effect Cost: Zoning NEPA / LIMITED NEPA Phase I Environmental Permits
1.5	Procurement: Recommending early purchases and expediting the procurement on long-lead items to ensure timely delivery.
1.6	Administration of Contractor selection process: Coordinating the selection process including: Site Walks Contractor identification, evaluation and clarification. Contractor selection and negotiation.
1.7	Preparedness: Preparation prior to the start of any site / project is required, but shall not be limited to the following: Preliminary schedules for construction and material supply Construction permits and approval process' Underground utility location staking Condition of access / clearing Mobilization date(s)
	POST-AWARD CONSTRUCTION MANAGER RESPONSIBILITIES
	The Construction Manager under the direction of the Motorola Project Manager, is responsible for coordination and management of project construction requirements. In executing this requirement, the Construction Manager shall assume overall responsibility, as indicated, but not limited to the following:
2.1	Work closely with the assigned Architectural & Engineering Firm in developing and reviewing site plans and specifications. See EXHIBIT 18.6 – Example Site Drawings to better understand the level of detail and quality expected.
2.2	Supervising and coordinating the work of contractors. Being available at all times to provide prompt inspection, clarifications and a decision on acceptance when required.
2.3	Assessing and enforcing approved on-site procedures including construction methods, schedules, safety and quality requirements.
2.4	Monitoring, controlling and measuring budgeted costs, resource requirements and schedules with comparisons to actual.
2.5	Reporting progress to the Project Management team to update schedule and cost data.
2.6	Analyzing and evaluating all cost, schedule and progress reports for the project.
2.7	Preparing weekly progress reports addressing work accomplished, potential problems, and recommended solutions.
2.8	Furnishing finance department with information required for accounting records, payroll, inventories of materials and work in progress.
2.9	Advising the Motorola Program Manager on cost and schedule fluctuations, improved / alternative materials and methods, and other matters affecting construction.
2.10	Development of recommendations with justification regarding Change Orders for review and approval by Motorola's Project Manager.
2.11	Maintaining on the job update plans reflecting all changes.
2.12	Assisting in expediting delivery of materials and progress of work.
2.13	Verifying that the contractor's construction materials, installation methods and assumed design parameters are acceptable based on the conditions existing at the site.
2.14	Measuring progress of work and reviewing and authorizing contractor's request for payment.
2.15	Site acceptance testing.
2.16	Coordinating the resolution of punch-list items.
2.17	Coordinating the preparation and review of contractor submittals e.g. as-built drawings, lien releases etc.
Freight	
1.1	Ship prefabricated Shelter to the Customer Site

\$2,320.00

TOTAL INTEGRATION

\$116,043.00

Building w/ UPS & Diesel Generator	TT1004 - MSB, 12' X 10' CONCRETE IR BLDG, INCLS UPS & GENERATOR, FULLY COMPLETE	\$	99,090.00
	TT04004AA - ALT. DIESEL GENERATOR (35KW Generac)	\$	5,923.00
		Total Equipment	\$ 105,013.00
		Total Integration	\$115,182.00
		Project Total	\$ 220,195.00

		Price
Project Management		\$6,076.00
1.1	Manage Installation Resources	
1.2	Coordinate with Construction Supervisor	
1.3	Integrate Civil Work into overall Installation Plan	
1.4	Track and Report Civil Work Status	
ARCHITECTURAL & ENGINEERING SERVICES		\$17,245.00
A.3.4.2	Construction Drawings	
A.3.1B	Site Design visit	
A.3.8B	Record Drawings	
A.2.1C	Site survey	
A.5.2 B	Construction Material Testing (Concrete, backfill, foundations)	
	Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing	
SITE PREPARATION		\$17,912.00
1.1a	Utility coordination, Local permits and inspections required for site work (Construction, electrical etc.)	
1.2a	Mobilization and demobilization of crews	
1.3.1 a	Clearing and grubbing of Site compound (Light Clearing- Clear light brush and grub roots)	
1.4.1A	Compound Grading and 10' path around it	
1.5.1	Compound graveling (including weedicide treatment and geotextile fabric installation) inside fence are and 3' perimeter outside fence	
1.7.2	Silt fence	
1.8.1	8' high fencing of compound (including gates and accessories required)	
1.9A	Site touchup and landscaping (fertilize, seed and straw disturbed areas not covered with gravel, usually 10' wide strip around compound)	
SITE COMPONENTS INSTALLATION		\$41,375.00
2.1.1 d	Foundations - 12'x10' Concrete pre-fab Shelter and stoop including excavation, rebar, concrete and gravel backfill.	
2.1.3 e	Foundations for 35KW Diesel Generator and 12" wide perimeter and 12" wide perimeter including excavation, rebar, concrete	
2.4 d	Offload and setup - 12'x10' Pre-fabricated concrete shelter (30,000 lbs) including installation of loose material with shelter i.e. awnings, door lights etc. Includes startup of lighting, air-conditioning and power distribution.	
2.6 g	Install fuel tank monitor for fuel tank low alarm and wire to the building located within 50' of the fuel tank	
2.5 g	Offload and Install 35KW generator and connect to ATS, fuel tank located under generator	
2.7.1 a	120 / 240 volt, 200 amp, single-phase meter pedestal & hookup for electrical service by the local utility	
2.7.4 a	120 / 240 volt, 200 amp, single-phase underground electrical service including trenching and installation of appropriately sized electrical conductors buried 30 inches below grade from utility meter to the service disconnect located on the building.	
2.8.1 c	Exterior grounding for W/G Bridge, shelter, fuel tank, generator and fence located in an 2500 Sq. Ft. compound per R56	
2.8.2	Megger three point grounding test of the site.	
Construction Supervisor		\$30,254.00
	PRE-AWARD CONSTRUCTION MANAGER RESPONSIBILITIES	
	Under the direction of the Motorola Project Manager, responsibilities of the Construction Manager with respect to the coordination and administration of pre-construction requirements are as follows:	
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1.2	Liaison: Consulting, advising, and making recommendations to the Motorola Project Manager on all aspects of planning for the project construction, including site engineering & design, procurement, contractor pre-qualification, construction operations and program services.	

1.3	Design Requirements: Review plans and specifications for the purpose of advising the Motorola Project Manager on such factors as construction feasibility and techniques, risk mitigation, possible
1.4	Regulatory Requirements Tracking: Status tracking and reporting with established green, yellow, red flag system to bring immediate attention to a Hold or Denial, that could or does effect Cost: Zoning NEPA / LIMITED NEPA Phase I Environmental Permits
1.5	Procurement: Recommending early purchases and expediting the procurement on long-lead items to ensure timely delivery.
1.6	Administration of Contractor selection process: Coordinating the selection process including: Site Walks Contractor identification, evaluation and clarification. Contractor selection and negotiation.
1.7	Preparedness: Preparation prior to the start of any site / project is required, but shall not be limited to the following: Preliminary schedules for construction and material supply Construction permits and approval process' Underground utility location staking Condition of access / clearing Mobilization date(s)
	POST-AWARD CONSTRUCTION MANAGER RESPONSIBILITIES
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2.2	Supervising and coordinating the work of contractors. Being available at all times to provide prompt inspection, clarifications and a decision on acceptance when required.
2.3	Assessing and enforcing approved on-site procedures including construction methods, schedules, safety and quality requirements.
2.4	Monitoring, controlling and measuring budgeted costs, resource requirements and schedules with comparisons to actual.
2.5	Reporting progress to the Project Management team to update schedule and cost data.
2.6	Analyzing and evaluating all cost, schedule and progress reports for the project.
2.7	Preparing weekly progress reports addressing work accomplished, potential problems, and recommended solutions.
2.8	Furnishing finance department with information required for accounting records, payroll, inventories of materials and work in progress.
2.9	Advising the Motorola Program Manager on cost and schedule fluctuations, improved / alternative materials and methods, and other matters affecting construction.
2.10	Development of recommendations with justification regarding Change Orders for review and approval by Motorola's Project Manager.
2.11	Maintaining on the job update plans reflecting all changes.
2.12	Assisting in expediting delivery of materials and progress of work.
2.13	Verifying that the contractor's construction materials, installation methods and assumed design parameters are acceptable based on the conditions existing at the site.
2.14	Measuring progress of work and reviewing and authorizing contractor's request for payment.
2.15	Site acceptance testing.
2.16	Coordinating the resolution of punch-list items.
2.17	Coordinating the preparation and review of contractor submittals e.g. as-built drawings, lien releases etc.
Freight	
1.1	Ship prefabricated Shelter to the Customer Site

\$2,320.00

Services TOTAL

\$115,182.00

Propane Generator	DSSG0350DVP - Generac 35 KW/LP Vapor/1 Phase	\$	21,656.00
ATS	DSGTS200ID - Generac 200 Amps/1Phase	\$	2,854.00
Surge Protection	DS570SA16FNRJ1S - Liebert Indoor - 120/240V 1-PH Type 1 surge protector	\$	2,295.00
		Total Equipment	\$ 26,805.00
		Total Integration	\$ 61,242.00
		Project Total	\$ 88,047.00

		<u>Price</u>
Project Management		\$2,025.00
1.1	Manage Installation Resources	
1.2	Coordinate with Construction Supervisor	
1.3	Integrate Civil Work into overall Installation Plan	
1.4	Track and Report Civil Work Status	
ARCHITECTURAL & ENGINEERING SERVICES		\$8,653.00
EXISTING TOWER SITES		
A.3.4C	Construction Drawings for existing tower with existing room improvements	
A.3.1B	ADD: Site Design visit	
A.3.8B	ADD: Record Drawings	
	Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing	
SITE PREPARATION		\$4,727.00
1.1a	Utility coordination, Local permits and inspections required for site work (Construction, electrical etc.)	
1.2a	Mobilization and demobilization of crews	
0	SUBTOTAL	
SITE COMPONENTS INSTALLATION		\$18,833.00
2.1.2 a	Foundations for 500 gallon above-ground LPG Fuel tank with 12" perimeter (5'x12'x6") including excavation, rebar, concrete	
2.1.3 c	Foundations for 35KW Propane Generator and 12" wide perimeter including excavation, rebar, concrete	
2.6 a	Supply and install 500 gallon LP fuel tank (37" dia x 9'11"L x 3'10"H) including all necessary fuel, piping (with trenching up to 50' from generator), regulators, valves, gauges, testing of system for leakages.	
2.6 g	Install fuel tank monitor for fuel tank low alarm and wire to the building located within 50' of the fuel tank	
2.5 c	Offload and Install 35 KW generator and connect to ATS, fuel tank located within 25' feet of the generator	
2.8.1 c	Exterior grounding for W/G Bridge, shelter, fuel tank, generator and fence located in an 2500 Sq. Ft. compound per R56	
SECTION 5 : TENANT IMPROVEMENT		\$4,644.00
5.1.6	Install automatic transfer switch and connect to generator, electric main and connect to alarm panel	
Construction Supervisor		\$21,610.00
PRE-AWARD CONSTRUCTION MANAGER RESPONSIBILITIES		
Under the direction of the Motorola Project Manager, responsibilities of the Construction Manager with respect to the coordination and administration of pre-construction requirements are as follows:		
1.1	Site Appraisals: Assisting Motorola System Engineering in conducting site appraisals for constructability, including accessibility and any potential impediments to site development.	
1.2	Liaison: Consulting, advising, and making recommendations to the Motorola Project Manager on all aspects of planning for the project construction, including site engineering & design, procurement, contractor pre-qualification, construction operations and program services.	
1.3	Design Requirements: Review plans and specifications for the purpose of advising the Motorola Project Manager on such factors as construction feasibility and techniques, risk mitigation, possible	

1.4	Regulatory Requirements Tracking: Status tracking and reporting with established green, yellow, red flag system to bring immediate attention to a Hold or Denial, that could or does effect Cost: Zoning NEPA / LIMITED NEPA Phase I Environmental Permits
1.5	Procurement: Recommending early purchases and expediting the procurement on long-lead items to ensure timely delivery.
1.6	Administration of Contractor selection process: Coordinating the selection process including: Site Walks Contractor identification, evaluation and clarification. Contractor selection and negotiation.
1.7	Preparedness: Preparation prior to the start of any site / project is required, but shall not be limited to the following: Preliminary schedules for construction and material supply Construction permits and approval process' Underground utility location staking Condition of access / clearing Mobilization date(s)
	POST-AWARD CONSTRUCTION MANAGER RESPONSIBILITIES
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2.2	Supervising and coordinating the work of contractors. Being available at all times to provide prompt inspection, clarifications and a decision on acceptance when required.
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2.4	Monitoring, controlling and measuring budgeted costs, resource requirements and schedules with comparisons to actual.
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2.8	Furnishing finance department with information required for accounting records, payroll, inventories of materials and work in progress.
2.9	Advising the Motorola Program Manager on cost and schedule fluctuations, improved / alternative materials and methods, and other matters affecting construction.
2.10	Development of recommendations with justification regarding Change Orders for review and approval by Motorola's Project Manager.
2.11	Maintaining on the job update plans reflecting all changes.
2.12	Assisting in expediting delivery of materials and progress of work.
2.13	Verifying that the contractor's construction materials, installation methods and assumed design parameters are acceptable based on the conditions existing at the site.
2.14	Measuring progress of work and reviewing and authorizing contractor's request for payment.
2.15	Site acceptance testing.
2.16	Coordinating the resolution of punch-list items.
2.17	Coordinating the preparation and review of contractor submittals e.g. as-built drawings, lien releases etc.
Freight	
1.1	Ship Generator to the Customer Site

\$750.00

Services TOTAL

\$61,242.00

Propane Generator	DSQT025SAVP - Generac 25 KW/LP Vapor/1 Phase	\$	17,032.30
ATS	DSOTEC125ID - Onan 125 Amps/1Phase	\$	3,910.00
Surge Protection	DS570SA16FNRJ1S - Liebert Indoor - 120/240V 1-PH Type 1 surge protector	\$	2,295.00
		Total Equipment	\$ 23,237.30
		Total Integration	\$ 60,735.00
		Project Total	\$ 83,972.30

Price
\$2,025.00

Project Management		
1.1	Manage Installation Resources	
1.2	Coordinate with Construction Supervisor	
1.3	Integrate Civil Work into overall Installation Plan	
1.4	Track and Report Civil Work Status	
ARCHITECTURAL & ENGINEERING SERVICES		\$8,635.00
EXISTING TOWER SITES		
A.3.4C	Construction Drawings for existing tower with existing room improvements	
A.3.1B	ADD: Site Design visit	
A.3.8B	ADD: Record Drawings	
	Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing	
SITE PREPARATION		\$4,727.00
1.1a	Utility coordination, Local permits and inspections required for site work (Construction, electrical etc.)	
1.2a	Mobilization and demobilization of crews	
0	SUBTOTAL	
SITE COMPONENTS INSTALLATION		\$18,833.00
2.1.2 a	Foundations for 500 gallon above-ground LPG Fuel tank with 12" perimeter (5'x12'x6") including excavation, rebar, concrete	
2.1.3 c	Foundations for 25KW Propane Generator (SG020 - 1650 lbs with 36"x75" footprint) and 12" wide perimeter including excavation, rebar, concrete	
2.6 a	Supply and install 500 gallon LP fuel tank (37" dia x 9'11"L x 3'10"H) including all necessary fuel, piping (with trenching up to 50' from generator), regulators, valves, gauges, testing of system for leakages.	
2.6 g	Install fuel tank monitor for fuel tank low alarm and wire to the building located within 50' of the fuel tank	
2.5 c	Offload and Install 25 KW generator and connect to ATS, fuel tank located within 25' feet of the generator	
2.8.1 c	Exterior grounding for W/G Bridge, shelter, fuel tank, generator and fence located in an 2500 Sq. Ft. compound per R56	
SECTION 5 : TENANT IMPROVEMENT		\$4,644.00
5.1.6	Install automatic transfer switch and connect to generator, electric main and connect to alarm panel	
Construction Supervisor		\$21,610.00
PRE-AWARD CONSTRUCTION MANAGER RESPONSIBILITIES		
Under the direction of the Motorola Project Manager, responsibilities of the Construction Manager with respect to the coordination and administration of pre-construction requirements are as follows:		
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1.3	Design Requirements: Review plans and specifications for the purpose of advising the Motorola Project Manager on such factors as construction feasibility and techniques, risk mitigation, possible	

1.4	Regulatory Requirements Tracking: Status tracking and reporting with established green, yellow, red flag system to bring immediate attention to a Hold or Denial, that could or does effect Cost: Zoning NEPA / LIMITED NEPA Phase I Environmental Permits
1.5	Procurement: Recommending early purchases and expediting the procurement on long-lead items to ensure timely delivery.
1.6	Administration of Contractor selection process: Coordinating the selection process including: Site Walks Contractor identification, evaluation and clarification. Contractor selection and negotiation.
1.7	Preparedness: Preparation prior to the start of any site / project is required, but shall not be limited to the following: Preliminary schedules for construction and material supply Construction permits and approval process' Underground utility location staking Condition of access / clearing Mobilization date(s)
	POST-AWARD CONSTRUCTION MANAGER RESPONSIBILITIES
	The Construction Manager under the direction of the Motorola Project Manager, is responsible for coordination and management of project construction requirements. In executing this requirement, the Construction Manager shall assume overall responsibility, as indicated, but not limited to the following:
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2.14	Measuring progress of work and reviewing and authorizing contractor's request for payment.
2.15	Site acceptance testing.
2.16	Coordinating the resolution of punch-list items.
2.17	Coordinating the preparation and review of contractor submittals e.g. as-built drawings, lien releases etc.
Freight	
1.1	Ship Generator to the Customer Site

\$750.00

TOTAL INTEGRATION \$61,224.00

Diesel Generator	DSSD035ODDL - Generac 35 KW/Diesel/1 Phase	\$	28,127.00
ATS	DSGTS200ID - Generac 200 Amps/1Phase	\$	2,854.00
Surge Protection	DS570SA16FNRJ1S - Liebert Indoor - 120/240V 1-PH Type 1 surge protector	\$	2,295.00
		Total Equipment	\$ 33,276.00
		Total Integration	\$55,246.00
		Project Total	\$ 88,522.00

		Price
Project Management		\$2,025.00
1.1	Manage Installation Resources	
1.2	Coordinate with Construction Supervisor	
1.3	Integrate Civil Work into overall Installation Plan	
1.4	Track and Report Civil Work Status	
ARCHITECTURAL & ENGINEERING SERVICES		\$8,635.00
EXISTING TOWER SITES		
A.3.4C	Construction Drawings for existing tower with existing room improvements	
A.3.1B	ADD: Site Design visit	
A.3.8B	ADD: Record Drawings	
	Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing	
SITE PREPARATION		\$4,727.00
1.1a	Utility coordination, Local permits and inspections required for site work (Construction, electrical etc.)	
1.2a	Mobilization and demobilization of crews	
0	SUBTOTAL	
SITE COMPONENTS INSTALLATION		\$12,855.00
2.1.3 c	Foundations for 35KW Diesel Generator	
2.6 g	Install fuel tank monitor for fuel tank low alarm and wire to the building located within 50' of the fuel tank	
2.5 c	Offload and Install 35 KW generator and connect to ATS, fuel tank located under generator	
2.8.1 c	Exterior grounding for W/G Bridge, shelter, fuel tank, generator and fence located in an 2500 Sq. Ft. compound per R56	
SECTION 5 : TENANT IMPROVEMENT		\$4,644.00
5.1.6	Install automatic transfer switch and connect to generator, electric main and connect to alarm panel	
Construction Supervisor		\$21,610.00
PRE-AWARD CONSTRUCTION MANAGER RESPONSIBILITIES		
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1.3	Design Requirements: Review plans and specifications for the purpose of advising the Motorola Project Manager on such factors as construction feasibility and techniques, risk mitigation, possible	
1.4	Regulatory Requirements Tracking: Status tracking and reporting with established green, yellow, red flag system to bring immediate attention to a Hold or Denial, that could or does effect Cost: Zoning NEPA / LIMITED NEPA Phase I Environmental Permits	

1.5	Procurement: Recommending early purchases and expediting the procurement on long-lead items to ensure timely delivery.
1.6	Administration of Contractor selection process: Coordinating the selection process including: Site Walks Contractor identification, evaluation and clarification. Contractor selection and negotiation.
1.7	Preparedness: Preparation prior to the start of any site / project is required, but shall not be limited to the following: Preliminary schedules for construction and material supply Construction permits and approval process' Underground utility location staking Condition of access / clearing Mobilization date(s)
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2.7	Preparing weekly progress reports addressing work accomplished, potential problems, and recommended solutions.
2.8	Furnishing finance department with information required for accounting records, payroll, inventories of materials and work in progress.
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2.12	Assisting in expediting delivery of materials and progress of work.
2.13	Verifying that the contractor's construction materials, installation methods and assumed design parameters are acceptable based on the conditions existing at the site.
2.14	Measuring progress of work and reviewing and authorizing contractor's request for payment.
2.15	Site acceptance testing.
2.16	Coordinating the resolution of punch-list items.
2.17	Coordinating the preparation and review of contractor submittals e.g. as-built drawings, lien releases etc.
Freight	
1.1	Ship Generator to the Customer Site

\$750.00

Services TOTAL

\$55,246.00

Diesel Generator	DSSD025ODDL - Generac 25 KW/Diesel/1 Phase	\$	26,540.00
ATS	DSGTS200ID - Generac 200 Amps/1Phase	\$	2,854.00
Surge Protection	DS570SA16FNRJ1S - Liebert Indoor - 120/240V 1-PH Type 1 surge protector	\$	2,295.00
		Total Equipment	\$ 31,689.00
		Total Integration	\$ 55,246.00
		Project Total	\$ 86,935.00

Price
\$2,025.00

Project Management		
1.1	Manage Installation Resources	
1.2	Coordinate with Construction Supervisor	
1.3	Integrate Civil Work into overall Installation Plan	
1.4	Track and Report Civil Work Status	
ARCHITECTURAL & ENGINEERING SERVICES		\$8,635.00
EXISTING TOWER SITES		
A.3.4C	Construction Drawings for existing tower with existing room improvements	
A.3.1B	ADD: Site Design visit	
A.3.8B	ADD: Record Drawings	
	Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing	
SITE PREPARATION		\$4,727.00
1.1a	Utility coordination, Local permits and inspections required for site work (Construction, electrical etc.)	
1.2a	Mobilization and demobilization of crews	
0	SUBTOTAL	
SITE COMPONENTS INSTALLATION		\$12,855.00
2.1.3 c	Foundations for 25KW Diesel Generator	
2.6 g	Install fuel tank monitor for fuel tank low alarm and wire to the building located within 50' of the fuel tank	
2.5 c	Offload and Install 25 KW generator and connect to ATS, fuel tank located under generator	
2.8.1 c	Exterior grounding for W/G Bridge, shelter, fuel tank, generator and fence located in an 2500 Sq. Ft. compound per R56	
SECTION 5 : TENANT IMPROVEMENT		\$4,644.00
5.1.6	Install automatic transfer switch and connect to generator, electric main and connect to alarm panel	
Construction Supervisor		\$21,610.00
PRE-AWARD CONSTRUCTION MANAGER RESPONSIBILITIES		
Under the direction of the Motorola Project Manager, responsibilities of the Construction Manager with respect to the coordination and administration of pre-construction requirements are as follows:		
1.1	Site Appraisals: Assisting Motorola System Engineering in conducting site appraisals for constructability, including accessibility and any potential impediments to site development.	
1.2	Liaison: Consulting, advising, and making recommendations to the Motorola Project Manager on all aspects of planning for the project construction, including site engineering & design, procurement, contractor pre-qualification, construction operations and program services.	
1.3	Design Requirements: Review plans and specifications for the purpose of advising the Motorola Project Manager on such factors as construction feasibility and techniques, risk mitigation, possible	
1.4	Regulatory Requirements Tracking: Status tracking and reporting with established green, yellow, red flag system to bring immediate attention to a Hold or Denial, that could or does effect Cost: Zoning NEPA / LIMITED NEPA Phase I Environmental Permits	

1.5	Procurement: Recommending early purchases and expediting the procurement on long-lead items to ensure timely delivery.
1.6	Administration of Contractor selection process: Coordinating the selection process including: Site Walks Contractor identification, evaluation and clarification. Contractor selection and negotiation.
1.7	Preparedness: Preparation prior to the start of any site / project is required, but shall not be limited to the following: Preliminary schedules for construction and material supply Construction permits and approval process Underground utility location staking Condition of access / clearing Mobilization date(s)
	POST-AWARD CONSTRUCTION MANAGER RESPONSIBILITIES
	The Construction Manager under the direction of the Motorola Project Manager, is responsible for coordination and management of project construction requirements. In executing this requirement, the Construction Manager shall assume overall responsibility, as indicated, but not limited to the following:
2.1	Work closely with the assigned Architectural & Engineering Firm in developing and reviewing site plans and specifications. See EXHIBIT 18.6 – Example Site Drawings to better understand the level of detail and quality expected.
2.2	Supervising and coordinating the work of contractors. Being available at all times to provide prompt inspection, clarifications and a decision on acceptance when required.
2.3	Assessing and enforcing approved on-site procedures including construction methods, schedules, safety and quality requirements.
2.4	Monitoring, controlling and measuring budgeted costs, resource requirements and schedules with comparisons to actual.
2.5	Reporting progress to the Project Management team to update schedule and cost data.
2.6	Analyzing and evaluating all cost, schedule and progress reports for the project.
2.7	Preparing weekly progress reports addressing work accomplished, potential problems, and recommended solutions.
2.8	Furnishing finance department with information required for accounting records, payroll, inventories of materials and work in progress.
2.9	Advising the Motorola Program Manager on cost and schedule fluctuations, improved / alternative materials and methods, and other matters affecting construction.
2.10	Development of recommendations with justification regarding Change Orders for review and approval by Motorola's Project Manager.
2.11	Maintaining on the job update plans reflecting all changes.
2.12	Assisting in expediting delivery of materials and progress of work.
2.13	Verifying that the contractor's construction materials, installation methods and assumed design parameters are acceptable based on the conditions existing at the site.
2.14	Measuring progress of work and reviewing and authorizing contractor's request for payment.
2.15	Site acceptance testing.
2.16	Coordinating the resolution of punch-list items.
2.17	Coordinating the preparation and review of contractor submittals e.g. as-built drawings, lien releases etc.
Freight	
1.1	Ship Generator to the Customer Site

\$750.00

TOTAL INTEGRATION \$55,246.00

UPS

DS917012D4N0006 - Eaton 9170 Double Conversion12 slot cabinet (10 used) 12.5 KW with 6 min runtime

\$ 21,386.00

Total Equipment \$ 21,386.00
 Total Integration \$ 31,369.00
Project Total \$ 52,755.00

Price
 \$2,025.00

Project Management	
1.1	Manage Installation Resources
1.2	Coordinate with Construction Supervisor
1.3	Integrate Civil Work into overall Installation Plan
1.4	Track and Report Civil Work Status
ARCHITECTURAL & ENGINEERING SERVICES	
EXISTING TOWER SITES	
A.3.1B	ADD: Site Design visit
A.3.2B	ADD: Lease exhibit/Site Sketch
	Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing
SITE PREPARATION	
1.1a	Utility coordination, Local permits and inspections required for site work (Construction, electrical etc.)
1.2a	Mobilization and demobilization of crews
TENANT IMPROVEMENT	
5.1.2A	100A Breaker panel with capacity for 20 circuits
5.1.3 a	Install 15A breakers in the panel and wire to simplex outlets located on an average within 35 cable feet
5.1.4 B	Install new single phase Uninterruptible Power Supply (UPS) equipment (10 to 20 KVA), make before break switch, transformer, 100 Amp disconnect, wire output to breakers and connect to alarm punch block
Construction Supervisor	
PRE-AWARD CONSTRUCTION MANAGER RESPONSIBILITIES	
Under the direction of the Motorola Project Manager, responsibilities of the Construction Manager with respect to the coordination and administration of pre-construction requirements are as follows:	
1.1	Site Appraisals: Assisting Motorola System Engineering in conducting site appraisals for constructability, including accessibility and any potential impediments to site development.
1.2	Liaison: Consulting, advising, and making recommendations to the Motorola Project Manager on all aspects of planning for the project construction, including site engineering & design, procurement, contractor pre-qualification, construction operations and program services.
1.3	Design Requirements: Review plans and specifications for the purpose of advising the Motorola Project Manager on such factors as construction feasibility and techniques, risk mitigation, possible
1.4	Regulatory Requirements Tracking: Status tracking and reporting with established green, yellow, red flag system to bring immediate attention to a Hold or Denial, that could or does effect Cost: Zoning NEPA / LIMITED NEPA Phase I Environmental Permits
1.5	Procurement: Recommending early purchases and expediting the procurement on long-lead items to ensure timely delivery.
1.6	Administration of Contractor selection process: Coordinating the selection process including: Site Walks Contractor identification, evaluation and clarification. Contractor selection and negotiation.
1.7	Preparedness: Preparation prior to the start of any site / project is required, but shall not be limited to the following: Preliminary schedules for construction and material supply Construction permits and approval process Underground utility location staking Condition of access / clearing Mobilization date(s)
POST-AWARD CONSTRUCTION MANAGER RESPONSIBILITIES	
The Construction Manager under the direction of the Motorola Project Manager, is responsible for coordination and management of project construction requirements. In executing this requirement, the Construction Manager shall assume overall responsibility, as indicated, but not limited to the following:	

\$6,861.00

\$2,753.00

\$7,455.00

\$11,525.00

2.1	Work closely with the assigned Architectural & Engineering Firm in developing and reviewing site plans and specifications. See EXHIBIT 18.6 – Example Site Drawings to better understand the level of detail and quality expected.
2.2	Supervising and coordinating the work of contractors. Being available at all times to provide prompt inspection, clarifications and a decision on acceptance when required.
2.3	Assessing and enforcing approved on-site procedures including construction methods, schedules, safety and quality requirements.
2.4	Monitoring, controlling and measuring budgeted costs, resource requirements and schedules with comparisons to actual.
2.5	Reporting progress to the Project Management team to update schedule and cost data.
2.6	Analyzing and evaluating all cost, schedule and progress reports for the project.
2.7	Preparing weekly progress reports addressing work accomplished, potential problems, and recommended solutions.
2.8	Furnishing finance department with information required for accounting records, payroll, inventories of materials and work in progress.
2.9	Advising the Motorola Program Manager on cost and schedule fluctuations, improved / alternative materials and methods, and other matters affecting construction.
2.10	Development of recommendations with justification regarding Change Orders for review and approval by Motorola's Project Manager.
2.11	Maintaining on the job update plans reflecting all changes.
2.12	Assisting in expediting delivery of materials and progress of work.
2.13	Verifying that the contractor's construction materials, installation methods and assumed design parameters are acceptable based on the conditions existing at the site.
2.14	Measuring progress of work and reviewing and authorizing contractor's request for payment.
2.15	Site acceptance testing.
2.16	Coordinating the resolution of punch-list items.
2.17	Coordinating the preparation and review of contractor submittals e.g. as-built drawings, lien releases etc.
Freight	
1.1	Ship UPS to the Customer Site

\$750.00

TOTAL INTEGRATION

\$31,369.00

Product Brief

MSB

**Motorola Standard
Buildings**



MOTOROLA
intelligence everywhere™



quality enclosures



As the world moves into the wireless age, the reliability of wireless systems to provide dependable communications during normal and emergency situations has become a crucial need of wireless customers. A key ingredient for ensuring reliability is

the environment in which the equipment is installed. To improve the uptime for equipment operation and enhance the life of equipment, it is imperative that the following aspects be carefully considered in the design of the equipment enclosure:

- It is properly designed for the electrical requirements of the proposed equipment;
- The equipment can be installed in the most efficient configuration while meeting the manufacturer recommendations;
- Optimal equipment environmental conditions (heating, ventilation and air-conditioning - HVAC) within the enclosure can be consistently maintained;
- Backup power sources, such as Uninterruptible Power supply (UPS), DC Power plant and generators have been correctly sized to handle the designed equipment loads;
- Alarming capabilities have been adequately designed for diagnosing and alerting failures of critical components;
- Grounding and Transient Voltage Surge Suppression (TVSS) systems have been designed to provide protection from high voltage anomalies; and
- Cable entry and routing facilities have been properly designed for the proposed equipment inter-connections

Equipment enclosures designed to meet the foregoing requirements would help enhance system performance and reliability for the fixed equipment by minimizing downtime due to equipment malfunction and susceptibility to lightning. Also, customers can realize savings in maintenance expenditures due to lower requirement for service and spares.

To provide its customers with an enclosure that meets the foregoing requirements, Motorola has developed high quality Motorola Standard Buildings (MSB) keeping the Motorola's equipment needs in mind.

STANDARDS

In order to provide internal guidelines and requirements for the installation of communications equipment, infrastructure and facilities, Motorola has developed "Quality Standards for Fixed Network Equipment Installations", also known as R56. The R56 Standards form the minimum standards that Motorola considers are required to provide the expected system performance, reliability and equipment longevity.

The MSB equipment enclosure design meets the Motorola's R56 standards, and the equipment layout and component design follows the recommended equipment installation standards. Moreover, the cabling facilities, backup power sources, grounding, receptacles, and surge suppression have been pre-planned with location of Motorola equipment in mind. As a result the MSB equipment enclosure provides optimum environment for housing the Fixed Network Equipment.



Interior view

FLOOR PLAN

Motorola's Site Design Team worked with its Core Engineering Group (CEG) and Customer Center for Systems Integration (CCSI) to develop the standard racking configurations that would allow equipment to be installed in most efficient manner.

Standard equipment layouts have been designed to help ensure interior space can be optimally utilized and equipment can be placed on the floor plan in the most optimum configuration, while meeting Motorola's R56 and equipment installation standards.

ELECTRICAL CONFIGURATION

To determine the power requirements, the electrical design for each MSB enclosure is based on the load calculations for the system configuration that has been designed for each building type. Accommodations have been made in the design for up to 20% growth in future power requirements.



Typical electrical power wall

In order to prevent a differential ground potential between different grounding points in the building, components have been arranged in such a way that the conductors entering into the building are close to the main ground bar. This will

facilitate single point grounding of the building equipment. Also, building electrical entry points have been protected with appropriate surge protection to protect the equipment from outside surges and spikes.



In order to allow easy distribution of electrical power to the equipment, individual load distribution centers have been planned for each row of equipment. This allows easy identification of the breakers for powering off the equipment during repair or maintenance (above left). For convenient powering of the equipment, individual receptacles with dedicated circuits have been installed in a raceway system above the equipment racks (above right).

BACKUP POWER

Depending on the power requirements of each equipment configuration, backup power sources have been designed to allow uninterrupted operation of the critical equipment. This has been accomplished with an Uninterruptible Power Supply (UPS) that instantaneously picks up the equipment load in case of power failure. The UPS carries the load until a stable source of power is available.

Double conversion type UPSs have been used to supply properly regulated and filtered AC power for the critical loads. The UPSs have built in static bypass switches as well as over-current protection to provide maximum system reliability. Single phase UPSs have been provided for buildings that have power requirements less than 40KW. These UPSs are scalable



Uninterruptible Power Supply(s)

and provide parallel redundancy for a fault-tolerant network of power protection. Three phase UPSs used for larger loads (greater than 30KW), provide efficient power handling. UPSs come with a field startup by a factory trained technician after the building has been installed.

Each building configuration has been sized with an outdoor standby generator based on the selected equipment load configuration. Each generator is also supplied with an automatic transfer switch to allow switching of power to generator power in case of utility power failure. Generators come with field startup by a factory trained technician after the building has been installed.



Indoor Generator Room (optional)

As a space saving option, MSB enclosures with power requirements up to 24KW can also be configured with an AC PowerPac that combines UPS, Emergency Back-up Power, and a sophisticated control and communication system with a high capacity fuel tank (up to 14 days runtime) in a single enclosure allowing the replacement of the UPS, emergency back-up generator, fuel tank and automatic transfer switch.



AC PowerPac (optional)

BENEFITS TO CUSTOMER

- **ALL-INCLUSIVE PACKAGE:** The MSB enclosure includes completely designed systems for generator, UPS, Automatic Transfer Switch, HVAC, power distribution, grounding and electrical distribution for the selected equipment configuration. As a result, the MSB enclosure provides a complete solution for equipment requirements of the communications system.
- **RAPID DEPLOYMENT:** Construction and design drawings for the MSB enclosure have already been designed and drafted by building manufacturers. These drawings have also been pre-approved to meet state building codes, thereby reducing the custom design drawing drafting, approval and state certification process (typically 3-4 weeks).
- **READY FOR EQUIPMENT:** Building systems have been pre-designed with Motorola's equipment needs in mind. While the site is getting ready for the building installation, the fixed network equipment can be installed in the MSB enclosure at the building manufacturing plant. As a result, when this building is installed at the site, the equipment is ready for optimization. This can save 2-3 weeks of field installation time for each site.
- **CONVENIENT LOCATIONS:** MSB enclosures have been designed with the cooperation of four leading prefabricated building manufacturers in the US. Building manufacturing plants are typically located close to customer locations, cutting down on freight costs and providing prompt warranty support.
- **COST EFFECTIVE SOLUTION:** Because of Motorola's relationships with its vendors and standardization of designs, MSB enclosures offer a significant cost reduction for Motorola and its customers.
- **QUALITY CONSTRUCTION:** MSB enclosures are manufactured to meet Motorola's R56 Quality Standards and therefore ensure that customers receive a quality product to house its fixed equipment.

STANDARD BUILDING FEATURES

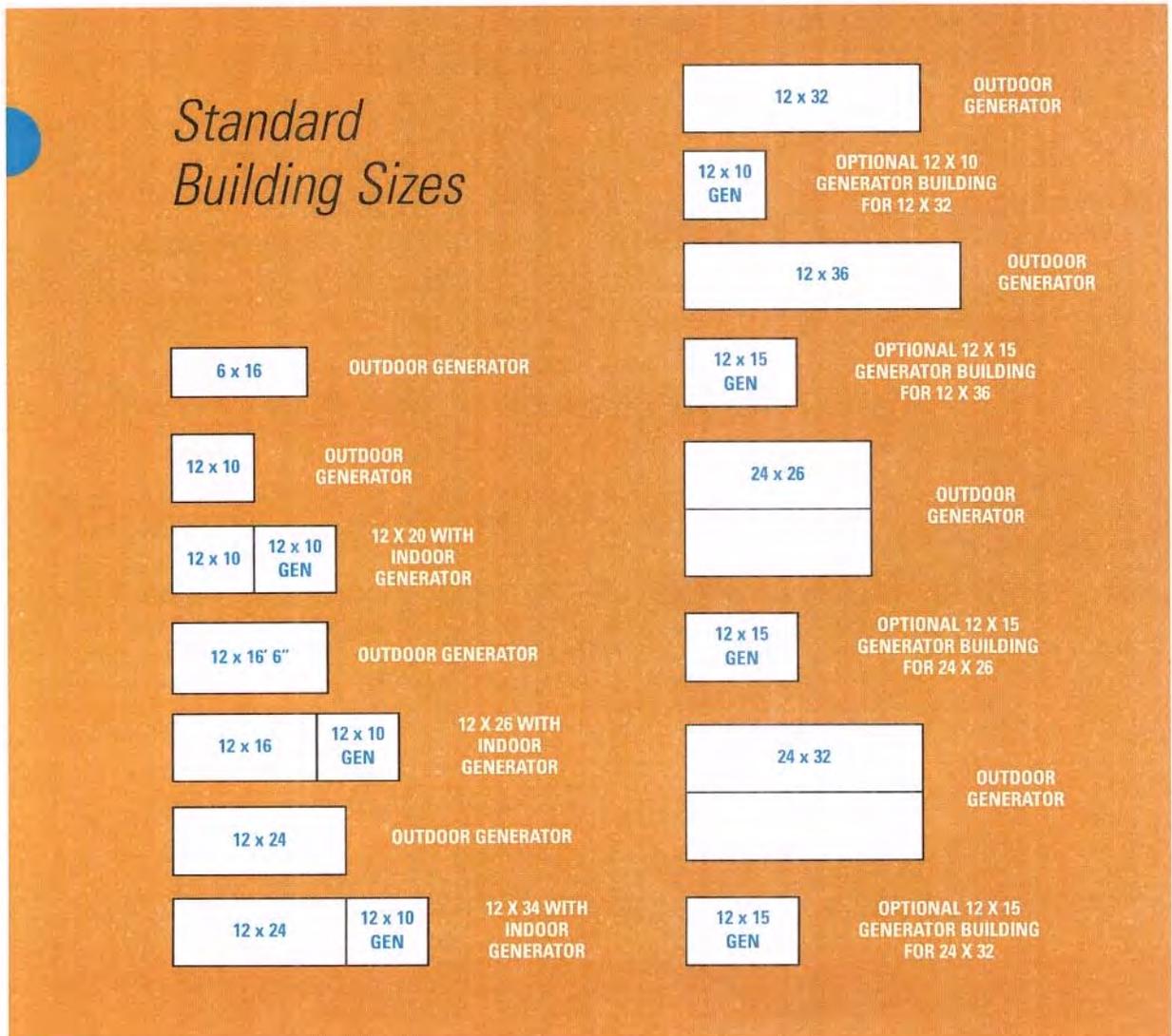
- **DESIGN LOAD:** Floor: 300 psf. and concentrated floor load 2800 pounds over any 2.5 square foot area., Roof: 150 psf., Walls: 150 mph
- **SEISMIC DESIGN:** Group 1 – Category D of International Building Code (IBC)
- **BULLETPROOFING:** Exterior walls/roof – Ballistics tested for UL-752 Level 4 D (High Powered Rifle – 30.06 – point blank range)
- **FIRE RATING:** Exterior walls/roof – 2 hr. fire rated
- **INSULATION:** Walls: R-11, Ceiling: R-19
- **SURGE PROTECTION:** Type 1A and Type 2 surge protection for main electrical power and primary surge protection for control wiring to tower lights and generator.
- **EXTERIOR OUTLETS:** (1) 20A GFI duplex mounted between the air conditioners and (1) by door.
- **EMERGENCY LIGHTING:** (1) Twin bulb with battery exit sign located over doorway.
- **EXTERIOR LIGHTING:** Security: (1) 100W incandescent with photo-cell on switch.
- **ALARMS:** Smoke, Power Fail, High/Low temp, intrusion, tower lights, HVAC, TVSS, Generator, Automatic Transfer Switch and UPS alarms on dry terminal 66 block with amphenol connector
- **GROUNDING:** Single point interior ground system with perimeter ground. All grounding meets or exceeds Motorola's R56 specifications.
- **CABLE LADDER:** 24" wide cable ladder over equipment racks to the cable entrance location.
- **FIRE PROTECTION:** (1) each wall mounted 20lb. ABC and 10lb. CO2 extinguishers
- **WARRANTY:** 2 years parts and labor from the date of shipment



OPTIONAL FEATURES

All new buildings are available with the following options to further meet specific customer requirements:

- FM200 Fire suppression
- Bullet Resistant Doors
- Indoor generator room
- HVAC economizer
- Type 3 surge suppression for receptacles
- Upgraded building structure for seismic rated design
- Fiberglass or lightweight metal construction
- Bullet resistant walls for fiberglass or lightweight metal construction
- Alternate fuels for the generator
- External generator receptacle and manual transfer switch
- Replace generator, transfer switch and UPS with space saving AC PowerPac
- Additional alarming capability





Motorola's Commercial, Government and Industrial Solutions Sector is a recipient of the prestigious 2002 Malcolm Baldrige National Quality Award. This honor demonstrates our commitment to performance excellence and quality achievement.



*Customer Site
Developed by Motorola
Systems Integration*



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Specifications subject to change without notice.

Product Description	Discounted Price	*Standard Install and Programming & Setup
APX 7000 VHF MHz Model 3.5	\$ 4,393.25	Included
APX 7000 XE VHF MHz Model 3.5	\$ 4,864.25	Included
APX 7000 VHF/700/800 MHz Model 3.5	\$ 5,143.25	Included
APX 7000 XE VHF/700/800 MHz Model 3.5	\$ 5,614.25	Included
APX 7500 VHF Dash Mount Mobile	\$ 4,751.50	Included
APX 7500 VHF Remote Mount Mobile	\$ 4,880.50	Included
APX 7500 VHF Control Station	\$ 4,573.65	Not Included **(Consult installer for final labor and equipment pricing)
APX 7500 VHF/700/800 MHz Dash Mount Mobile	\$ 5,201.50	Included
APX 7500 VHF/700/800 MHz Remote Mount Mobile	\$ 5,330.50	Included
APX 7500 VHF/700/800 MHz Control Station	\$ 5,023.65	Not Included **(Consult installer for final labor and equipment pricing)
APX 6000 Model 2.5 Portable	\$ 3,345.50	Included
APX 6000 Li Model 2.5 Portable	\$ 3,011.75	Included
APX 6500 Dash Mount Mid Power Mobile	\$ 4,159.85	Included
APX 6500 Remote Mount Mid Power Mobile	\$ 4,288.85	Included
APX 6500 Control Station	\$ 3,982.00	Not Included **(Consult installer for final labor and equipment pricing)
APX 6500 Li Dash Mount Mid Power Mobile	\$ 3,601.10	Included
APX 6500 Li Remote Mount Mid Power Mobile	\$ 3,730.10	Included
APX 6500 Li Control Station	\$ 3,423.25	Not Included **(Consult installer for final labor and equipment pricing)
APX 4000 Model 2.5 Portable	\$ 2,305.50	Included
APX 4000 Li Model 1.5 Portable	\$ 1,977.75	Included
APX 4500 Dash Mount Mobile	\$ 3,046.10	Included
APX 4500 Remote Mount Mobile	\$ 3,175.10	Included
APX 4500 Control Station	\$ 2,868.25	Not Included **(Consult installer for final labor and equipment pricing)
APX 4500 Li Dash Mount Mobile	\$ 2,770.10	Included
APX Consollette	\$ 7,855.80	NOT Included (Consult installer for pricing)
APX DRVS	\$ 8,040.35	NOT Included (Consult installer for pricing)
MCC 7500 Console Position & Install	\$ 80,000.00	Included

* Standard Install and Programming & Setup includes basic installation of mobile radios and mobile and portable radio programming & setup on the MOSWIN system. Standard Install and Programming & Setup does not include the construction of a radio template or any additional cabling or labor associated with unique situations.

** Due to variable circumstances Control Station installation may require specialized labor and equipment cost. Customer must consult installer for final pricing of installation and programming & setup prior to ordering.

Product Description	Nomen.	List Price	Discount %	Discounted	MOSWIN Requirement
APX7000 VHF or VHF/700/800 MHz Model 3.5	H97TGD9PW1 N	\$ 2,797.00	25%	\$ 2,097.75	yes
ADD: LARGE COLOR DISPLAY & FULL KEYPAD	QA00577	\$ 500.00	25%	\$ 375.00	yes
ADD: PRIMARY BAND VHF	QA00570	\$ -	25%	\$ -	yes
ADD: SECONDARY BAND 700/800 MHZ	QA00573	\$ -	25%	\$ -	yes
ADD: ASTRO DIGITAL CAI OPERATION	Q806	\$ 515.00	25%	\$ 386.25	yes
ADD: SMARTZONE OPERATION	H38	\$ 1,500.00	25%	\$ 1,125.00	yes
ADD: P25 9600 BAUD TRUNKING	Q361	\$ 300.00	25%	\$ 225.00	yes
ADD: ADVANCED SYSTEM KEY	QA01749	\$ -	25%	\$ -	yes
APX IMPRES™ SINGLE UNIT CHARGER (110 VAC)	WPLN7080	\$ 125.00	15%	\$ 106.25	recommended
Programming & Setup	Labor	\$ 78.00	0%	\$ 78.00	
		Single Band		\$ 4,393.25	VHF ONLY
Dual Band Option (Required for dual band operation)					
ADD: ENABLE DUAL BAND OPERATION	QA00579	\$ 1,000.00	25%	\$ 750.00	recommended
		Dual Band		\$ 5,143.25	recommended

Product Description	Nomen.	List Price	Discount %	Discounted	MOSWIN Requirement
APX7000 XE VHF or VHF/700/800 MHz Model 3.5	H49TGD9PW1 N	\$ 3,400.00	25%	\$ 2,550.00	yes
ADD: LARGE COLOR DISPLAY & FULL KEYPAD	QA00577	\$ 500.00	25%	\$ 375.00	yes
ADD: PRIMARY BAND VHF	QA00570	\$ -	25%	\$ -	yes
ADD: SECONDARY BAND 700/800 MHZ	QA00573	\$ -	25%	\$ -	yes
ADD: ASTRO DIGITAL CAI OPERATION	Q806	\$ 515.00	25%	\$ 386.25	yes
ADD: SMARTZONE OPERATION	H38	\$ 1,500.00	25%	\$ 1,125.00	yes
ADD: P25 9600 BAUD TRUNKING	Q361	\$ 300.00	25%	\$ 225.00	yes
ADD: ADVANCED SYSTEM KEY	QA01749	\$ -	25%	\$ -	yes
ALT-APX 7000XE HOUSING GREEN	QA01427	\$ 25.00	25%	\$ 18.75	optional
APX IMPRES™ SINGLE UNIT CHARGER (110 VAC)	WPLN7080	\$ 125.00	15%	\$ 106.25	recommended
Programming & Setup	Labor	\$ 78.00	0%	\$ 78.00	
		Single Band		\$ 4,864.25	VHF ONLY
Dual Band Option (Required for dual band operation)					
ADD: ENABLE DUAL BAND OPERATION	QA00579	\$ 1,000.00	25%	\$ 750.00	recommended
		Dual Band		\$ 5,614.25	recommended

Additional Portable Options/Features					
ADD: TDMA OPERATION	QA00580	\$ 400.00	25%	\$ 300.00	
ADD: AES ENCRYPTION ALGORITHM	Q629	\$ 475.00	25%	\$ 356.25	
ADD: MULTIPLE KEY ENCRYPTION OPERATION	H869	\$ 330.00	25%	\$ 247.50	
ENH: IV&D OPERATION	Q947	\$ 200.00	25%	\$ 150.00	
ENH: OVER THE AIR PROGRAMMING (OTAP)	G996	\$ 100.00	25%	\$ 75.00	
ENH: GPS FUNCTIONALITY	QA00782	\$ 100.00	25%	\$ 75.00	
ADD: DVRS PSU ACTIVATION	QA00631	\$ 100.00	25%	\$ 75.00	
ADD: EXTREME NOISE REDUCTION	QA1833	\$ 25.00	25%	\$ 18.75	
ADD: ENABLE BLUETOOTH SOFTWARE	QA00583	\$ 150.00	25%	\$ 112.50	

Additional Extended Warranty Options					
ENH: 2 YR SFS LITE	Q58	\$ 102.00	0%	\$ 102.00	
ENH: 3 YR SFS LITE	GA00232	\$ 150.00	0%	\$ 150.00	
ENH: SFS COMPREHENSIVE	HA00025AB	\$ 200.00	0%	\$ 200.00	

Product Description	Nomen.	List Price	Discount %	Discounted	MOSWIN Requirement
APX7500 VHF or VHF/700/800 MHz DASH MOUNT	M30TSS9PW1_N	\$ 2,272.00	25%	\$ 1,704.00	yes
ADD: DASH MOUNT	G66	\$ 125.00	25%	\$ 93.75	yes
ADD: PRIMARY BAND VHF MP	GA00306	\$ -	25%	\$ -	yes
ADD: SECONDARY BAND 700/800 MHz MP	GA00225	\$ 400.00	25%	\$ 300.00	yes
ADD: ASTRO DIGITAL CAI OPERATION	Q806	\$ 515.00	25%	\$ 386.25	yes
ADD: SMARTZONE OPERATION	G51	\$ 1,500.00	25%	\$ 1,125.00	yes
ADD: P25 9600 BAUD TRUNKING	G361	\$ 300.00	25%	\$ 225.00	yes
ADD: O5 CONTROL HEAD HARDWARE	G442	\$ 432.00	25%	\$ 324.00	Other control heads listed below
ADD: O5 CONTROL HEAD SOFTWARE	G444	\$ -	25%	\$ -	yes
ADD: PALM MICROPHONE	W22	\$ 72.00	15%	\$ 61.20	recommended
ADD: ADVANCED SYSTEM KEY	QA01749	\$ -	25%	\$ -	yes
ADD: AUXILIARY SPKR 7.5 WATT	B18	\$ 60.00	15%	\$ 51.00	recommended
ADD: 1/4 WAVE BROADBAND ANT 146-174	G629	\$ 64.00	15%	\$ 54.40	MOSWIN required
ADD: ANT 1/4 WAVE 762-870 MHZ	G335	\$ 14.00	15%	\$ 11.90	MOSWIN required
Standard Install & Programming & Setup	Labor	\$ 415.00	0%	\$ 415.00	
		Single Band		\$ 4,751.50	VHF ONLY
Dual Band Option (Required for dual band operation)					
ADD: ENABLE DUAL BAND OPERATION	GA00579	\$ 600.00	25%	\$ 450.00	MOSCAP required
		Dual Band		\$ 5,201.50	MOSCAP required

Product Description	Nomen.	List Price	Discount %	Discounted	MOSWIN Requirement
APX7500 VHF or VHF/700/800 MHz REMOTE MOUNT	M30TSS9PW1_N	\$ 2,272.00	25%	\$ 1,704.00	yes
ADD: REMOTE MOUNT	G67	\$ 297.00	25%	\$ 222.75	yes
ADD: PRIMARY BAND VHF MP	GA00306	\$ -	25%	\$ -	yes
ADD: SECONDARY BAND 700/800 MHz MP	GA00225	\$ 400.00	25%	\$ 300.00	yes
ADD: ASTRO DIGITAL CAI OPERATION	Q806	\$ 515.00	25%	\$ 386.25	yes
ADD: SMARTZONE OPERATION	G51	\$ 1,500.00	25%	\$ 1,125.00	yes
ADD: P25 9600 BAUD TRUNKING	G361	\$ 300.00	25%	\$ 225.00	yes
ADD: O5 CONTROL HEAD HARDWARE	G442	\$ 432.00	25%	\$ 324.00	Other control heads listed below
ADD: O5 CONTROL HEAD SOFTWARE	G444	\$ -	25%	\$ -	yes
ADD: PALM MICROPHONE	W22	\$ 72.00	15%	\$ 61.20	yes
ADD: ADVANCED SYSTEM KEY	QA01749	\$ -	25%	\$ -	yes
ADD: AUXILIARY SPKR 7.5 WATT	B18	\$ 60.00	15%	\$ 51.00	recommended
ADD: 1/4 WAVE BROADBAND ANT 146-174	G629	\$ 64.00	15%	\$ 54.40	MOSWIN required
ADD: ANT 1/4 WAVE 762-870 MHZ	G335	\$ 14.00	15%	\$ 11.90	MOSWIN required
Standard Install & Programming & Setup	Labor	\$ 415.00	0%	\$ 415.00	

		Single Band	\$	4,880.50	VHF ONLY
Dual Band Option (Required for dual band operation)					
ADD: ENABLE DUAL BAND OPERATION	GA00579	\$	600.00	25%	\$ 450.00 MOSCAP required
		Dual Band	\$	5,330.50	MOSCAP required

Product Description	Nomen.	List Price		Discounted	
APX7500 VHF or VHF/700/800 MHz CONTROL STATION	M30TSS9PW1_N	\$ 2,272.00	25%	\$ 1,704.00	yes
ADD: DASH MOUNT	G66	\$ 125.00	25%	\$ 93.75	yes
ADD: PRIMARY BAND VHF MP	GA00306	\$ -	25%	\$ -	yes
ADD: SECONDARY BAND 700/800 MHz MP	GA00225	\$ 400.00	25%	\$ 300.00	yes
ADD: ASTRO DIGITAL CAI OPERATION	Q806	\$ 515.00	25%	\$ 386.25	yes
ADD: SMARTZONE OPERATION	G51	\$ 1,500.00	25%	\$ 1,125.00	yes
ADD: P25 9600 BAUD TRUNKING	G361	\$ 300.00	25%	\$ 225.00	yes
ADD: O5 CONTROL HEAD HARDWARE	G442	\$ 432.00	25%	\$ 324.00	Other control heads listed below
ADD: O5 CONTROL HEAD SOFTWARE	G444	\$ -	25%	\$ -	yes
ADD: PALM MICROPHONE	W22	\$ 72.00	15%	\$ 61.20	recommended
ADD: ADVANCED SYSTEM KEY	QA01749	\$ -	25%	\$ -	yes
ADD: NO SPEAKER NEEDED	G142	\$ -	15%	\$ -	recommended
ADD: 1/4 WAVE BROADBAND ANT 146-174	G629	\$ 64.00	15%	\$ 54.40	MOSWIN required
ADD: ANT 1/4 WAVE 762-870 MHZ	G335	\$ 14.00	15%	\$ 11.90	MOSWIN required
ADD: CONTROL STATION POWER SUPPLY	G91	\$ 269.00	15%	\$ 228.65	required for operation but optional purchase
ADD: BASE STATION APEXWWM	W665	\$ 70.00	15%	\$ 59.50	yes
		Single Band		\$ 4,573.65	VHF ONLY

Dual Band Option (Required for dual band operation)					
ADD: ENABLE DUAL BAND OPERATION	GA00579	\$	600.00	25%	\$ 450.00 MOSCAP required
		Dual Band	\$	5,023.65	MOSCAP required
Control Station Installation and Programming & Set up	Labor	\$	3,500.00	0%	\$ 3,500.00 Consult installer for final labor and equipment pricing

Additional Mobile Options/Features					
ADD: APX O2 CONTROL HEAD	GA00804	\$	492.00	25%	\$ 369.00
ADD:IMPACT GREEN COLOR HOUSING (O2)	G201	\$	25.00	25%	\$ 18.75
ADD:O3 CONTROL HEAD	G72	\$	946.00	25%	\$ 709.50
ADD: APX O7 CONTROL HEAD.	GA00805	\$	632.00	25%	\$ 474.00
ADD: O9 CONTROL HEAD	GA00245	\$	1,200.00	25%	\$ 900.00
ADD: TDMA OPERATION	GA00580	\$	400.00	25%	\$ 300.00
ADD: MULTICAST VOTING SCAN	G387	\$	200.00	25%	\$ 150.00
ENH: OVER THE AIR PROVISIONING	G996	\$	100.00	25%	\$ 75.00
ADD: RS232 PACKET DATA INTERFACE	W947	\$	200.00	25%	\$ 150.00
ADD: GPS ACTIVATION	GA00229	\$	100.00	25%	\$ 75.00
ADD: MULTIPLE KEY ENCRYPTION OPERATION	W969	\$	330.00	25%	\$ 247.50
ADD: AES ENCRYPTION APX7500	G843	\$	475.00	25%	\$ 356.25

Additional Extended Warranty Options					
ENH: 2 YR SFS LITE	G78	\$	158.00	0%	\$ 158.00
ENH: 3 YR SFS LITE	GA00232	\$	236.00	0%	\$ 236.00
ENH: SFS COMPREHENSIVE	GA00255AB	\$	317.00	0%	\$ 317.00

Product Description	Nomen.	List Price	Discount %	Discounted
APX6000 VHF MODEL 2.5 PORTABLE	H98KDG9PW6 N	\$ 2,200.00	25%	\$ 1,650.00
ADD: ASTRO DIGITAL	Q806	\$ 515.00	25%	\$ 386.25
ADD: SMARTZONE OPERATION	H38	\$ 1,200.00	25%	\$ 900.00
ADD: P25 9600 BAUD TRUNKING	Q361	\$ 300.00	25%	\$ 225.00
ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	QA01749	\$ -	25%	\$ -
APX 7000 IMPRES EG SU APX7000 US/NA	WPLN7080	\$ 125.00	15%	\$ 106.25
Programming & Setup	Labor	\$ 78.00	0%	\$ 78.00
	Total			\$ 3,345.50

Additional Portable Options/Features				
ADD: TDMA OPERATION	QA00580	\$ 400.00	25%	\$ 300.00
ADD: AES ENCRYPTION ALGORITHM	Q629	\$ 475.00	25%	\$ 356.25
ADD: MULTIPLE KEY ENCRYPTION OPERATION	H869	\$ 330.00	25%	\$ 247.50
ENH: IV&D OPERATION	Q947	\$ 200.00	25%	\$ 150.00
ENH: OVER THE AIR PROGRAMMING (OTAP)	G996	\$ 100.00	25%	\$ 75.00
ENH: GPS FUNCTIONALITY	QA00782	\$ 100.00	25%	\$ 75.00
ADD: DVRS PSU ACTIVATION	QA00631	\$ 100.00	25%	\$ 75.00
ADD: EXTREME NOISE REDUCTION	QA1833	\$ 25.00	25%	\$ 18.75
ADD: ENABLE BLUETOOTH SOFTWARE	QA00583	\$ 150.00	25%	\$ 112.50

Additional Extended Warranty Options				
ENH 2 YR SFS LITE	H885BK	\$ 84.00	0%	\$ 84.00
ENH 3 YR SFS LITE	H886AQ	\$ 125.00	0%	\$ 125.00
ENH SFS COMPREHENSIVE	HA00022AB	\$ 228.00	0%	\$ 228.00

Product Description	Nomen.	List Price	Discount %	Discounted
APX6500 VHF DASH MOUNT	M25KSS9PW1 N	\$ 1,899.00	25%	\$ 1,424.25
ADD: DASH MOUNT VERSION	G66	\$ 125.00	25%	\$ 93.75
ADD: ASTRO DIGITAL CAI OPERATION	Q806	\$ 515.00	25%	\$ 386.25
ADD: SMARTZONE OPERATION	G51	\$ 1,500.00	25%	\$ 1,125.00
ADD: P25 9600 BAUD TRUNKING	G361	\$ 300.00	25%	\$ 225.00
ADD: O5 CONTROL HEAD HARDWARE	G442	\$ 432.00	25%	\$ 324.00
ADD: O5 CONTROL HEAD SOFTWARE	G444	\$ -	25%	\$ -
ADD: PALM MICROPHONE	W22	\$ 72.00	15%	\$ 61.20
ADD: ADVANCED SYSTEM KEY	QA01749	\$ -	25%	\$ -
ADD: AUXILIARY SPKR 7.5 WATT	B18	\$ 60.00	15%	\$ 51.00
ADD: 1/4 WAVE BROADBAND ANT 146-174	G629	\$ 64.00	15%	\$ 54.40
Standard Install and Programming & Setup	Labor	\$ 415.00	0%	\$ 415.00
	Total			\$ 4,159.85

Product Description	Nomen.	List Price	Discount %	Discounted
APX6500 VHF REMOTE MOUNT	M25KSS9PW1 N	\$ 1,899.00	25%	\$ 1,424.25
ADD: REMOTE MOUNT MID POWER	G67	\$ 297.00	25%	\$ 222.75
ADD: ASTRO DIGITAL CAI OPERATION	Q806	\$ 515.00	25%	\$ 386.25
ADD: SMARTZONE OPERATION	G51	\$ 1,500.00	25%	\$ 1,125.00
ADD: P25 9600 BAUD TRUNKING	G361	\$ 300.00	25%	\$ 225.00
ADD: O5 CONTROL HEAD HARDWARE	G442	\$ 432.00	25%	\$ 324.00
ADD: O5 CONTROL HEAD SOFTWARE	G444	\$ -	25%	\$ -
ADD: PALM MICROPHONE	W22	\$ 72.00	15%	\$ 61.20
ADD: ADVANCED SYSTEM KEY	QA01749	\$ -	25%	\$ -
ADD: AUXILIARY SPKR 7.5 WATT	B18	\$ 60.00	15%	\$ 51.00
ADD: 1/4 WAVE BROADBAND ANT 146-174	G629	\$ 64.00	15%	\$ 54.40
Standard Install and Programming & Setup	Labor	\$ 415.00	0%	\$ 415.00
	Total			\$ 4,288.85

Product Description	Nomen.	List Price	Discount %	Discounted
APX6500 VHF CONTROL STATION	M25KSS9PW1 H	\$ 1,899.00	25%	\$ 1,424.25
ADD: DASH MOUNT VERSION	G66	\$ 125.00	25%	\$ 93.75
ADD: ASTRO DIGITAL CAI OPERATION	Q806	\$ 515.00	25%	\$ 386.25
ADD: SMARTZONE OPERATION	G51	\$ 1,500.00	25%	\$ 1,125.00
ADD: P25 9600 BAUD TRUNKING	G361	\$ 300.00	25%	\$ 225.00
ADD: O5 CONTROL HEAD HARDWARE	G442	\$ 432.00	25%	\$ 324.00
ADD: O5 CONTROL HEAD SOFTWARE	G444	\$ -	25%	\$ -
ADD: PALM MICROPHONE	W22	\$ 72.00	15%	\$ 61.20
ADD: ADVANCED SYSTEM KEY	QA01749	\$ -	25%	\$ -
ADD: 1/4 WAVE BROADBAND ANT 146-174	G629	\$ 64.00	15%	\$ 54.40
ADD: NO SPEAKER NEEDED	G142	\$ -	15%	\$ -
ADD: CONTROL STATION POWER SUPPLY	G91	\$ 269.00	15%	\$ 228.65
ADD: BASE STATION APEXWMM	W665	\$ 70.00	15%	\$ 59.50
	Total			\$ 3,982.00
Control Station Installation and Programming & Set up	Labor	\$ 3,500.00	0%	\$ 3,500.00

Consult installer for final labor and equipment pricing

Additional Mobile Options/Features				
ADD: APX O2 CONTROL HEAD	GA00804	\$ 492.00	25%	\$ 369.00
ADD: IMPACT GREEN COLOR HOUSING (O2)	G201	\$ 25.00	25%	\$ 18.75
ADD: O3 CONTROL HEAD	G72	\$ 946.00	25%	\$ 709.50
ADD: APX O7 CONTROL HEAD	GA00805	\$ 632.00	25%	\$ 474.00
ADD: TDMA OPERATION	GA00580	\$ 400.00	25%	\$ 300.00
ADD: MULTICAST VOTING SCAN	G387	\$ 200.00	25%	\$ 150.00
ENH: OVER THE AIR PROVISIONING	G996	\$ 100.00	25%	\$ 75.00
ADD: RS232 PACKET DATA INTERFACE	W947	\$ 200.00	25%	\$ 150.00
ADD: GPS ACTIVATION	GA00229	\$ 100.00	25%	\$ 75.00
ADD: MULTIPLE KEY ENCRYPTION OPERATION	W969	\$ 330.00	25%	\$ 247.50
ADD: AES ENCRYPTION APX7500	G843	\$ 475.00	25%	\$ 356.25
ADD: REMOTE MOUNT MID POWER	G67	\$ 297.00	25%	\$ 222.75

Additional Extended Warranty Options				
ENH 2 YR SFS LITE	G24	\$ 121.00	0%	\$ 121.00
ENH 3 YR SFS LITE	G398AU	\$ 182.00	0%	\$ 182.00
ENH SFS COMPREHENSIVE	GA00249AC	\$ 246.00	0%	\$ 246.00

Product Description	Nomen.	List Price	Discount %	Discounted
APX6000 LI VHF MODEL 2.5 PORTABLE	H98KGF9PW6 N	\$ 2,200.00	25%	\$ 1,650.00
ADD: 9600 TRUNKING OR 3600 DIGITAL TRUNKING	QA02756	\$ 1,570.00	25%	\$ 1,177.50
ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	QA01749	\$ -	25%	\$ -
APX 7000 IMPRES CG SU APX7000 US/NA	WPLN7080	\$ 125.00	15%	\$ 106.25
Programming & Setup	Labor	\$ 78.00	0%	\$ 78.00
	Total			\$ 3,011.75

Additional Portable Options/Features

ADD: TDMA OPERATION	QA00580	\$ 400.00	25%	\$ 300.00
ADD: AES ENCRYPTION ALGORITHM	Q629	\$ 475.00	25%	\$ 356.25
ADD: MULTIPLE KEY ENCRYPTION OPERATION	H869	\$ 330.00	25%	\$ 247.50
ENH: IV&D OPERATION	Q947	\$ 200.00	25%	\$ 150.00
ENH: OVER THE AIR PROGRAMMING (OTAP)	G996	\$ 100.00	25%	\$ 75.00
ENH: GPS FUNCTIONALITY	QA00782	\$ 100.00	25%	\$ 75.00
ADD: DVRS PSU ACTIVATION	QA00631	\$ 100.00	25%	\$ 75.00
ADD: ENABLE BLUETOOTH SOFTWARE	QA00583	\$ 150.00	25%	\$ 112.50

Additional Extended Warranty Options

ENH: 2 YR SFS LITE	H885BK	\$ 84.00	0%	\$ 84.00
ENH: 3 YR SFS LITE	H886AQ	\$ 125.00	0%	\$ 125.00
ENH: SFS COMPREHENSIVE	HA00022AB	\$ 228.00	0%	\$ 228.00

Product Description	Nomen.	List Price	Discount %	Discounted
APX6500 LI VHF DASH MOUNT	M25K5S9PW1 N	\$ 1,899.00	25%	\$ 1,424.25
ENH: 9600 OR 3600 SINGLE SYSTEM DIG	QA02756	\$ 1,570.00	25%	\$ 1,177.50
ADD: DASH MOUNT VERSION	G66	\$ 125.00	25%	\$ 93.75
ADD: O5 CONTROL HEAD HARDWARE	G442	\$ 432.00	25%	\$ 324.00
ADD: O5 CONTROL HEAD SOFTWARE	G444	\$ -	25%	\$ -
ADD: PALM MICROPHONE	W22	\$ 72.00	15%	\$ 61.20
ADD: ADVANCED SYSTEM KEY	QA01749	\$ -	25%	\$ -
ADD: AUXILIARY SPKR 7.5 WATT	B18	\$ 60.00	15%	\$ 51.00
ADD: 1/4 WAVE BROADBAND ANT 146-174	G629	\$ 64.00	15%	\$ 54.40
Standard Intall and Programming & Setup	Labor	\$ 415.00	0%	\$ 415.00
	Total			\$ 3,601.10

Product Description	Nomen.	List Price	Discount %	Discounted
APX6500 LI VHF REMOTE MOUNT	M25K5S9PW1 N	\$ 1,899.00	25%	\$ 1,424.25
ENH: 9600 OR 3600 SINGLE SYSTEM DIG	QA02756	\$ 1,570.00	25%	\$ 1,177.50
ADD: REMOTE MOUNT	G67	\$ 297.00	25%	\$ 222.75
ADD: O5 CONTROL HEAD HARDWARE	G442	\$ 432.00	25%	\$ 324.00
ADD: O5 CONTROL HEAD SOFTWARE	G444	\$ -	25%	\$ -
ADD: PALM MICROPHONE	W22	\$ 72.00	15%	\$ 61.20
ADD: ADVANCED SYSTEM KEY	QA01749	\$ -	25%	\$ -
ADD: AUXILIARY SPKR 7.5 WATT	B18	\$ 60.00	15%	\$ 51.00
ADD: 1/4 WAVE BROADBAND ANT 146-174	G629	\$ 64.00	15%	\$ 54.40
Standard Install and Programming & Setup	Labor	\$ 415.00	0%	\$ 415.00
	Total			\$ 3,730.10

Product Description	Nomen.	List Price	Discount %	Discounted
APX6500 LI VHF CONTROL STATION	M25K5S9PW1 N	\$ 1,899.00	25%	\$ 1,424.25
ENH: 9600 OR 3600 SINGLE SYSTEM DIG	QA02756	\$ 1,570.00	25%	\$ 1,177.50
ADD: DASH MOUNT VERSION	G66	\$ 125.00	25%	\$ 93.75
ADD: O5 CONTROL HEAD HARDWARE	G442	\$ 432.00	25%	\$ 324.00
ADD: O5 CONTROL HEAD SOFTWARE	G444	\$ -	25%	\$ -
ADD: PALM MICROPHONE	W22	\$ 72.00	15%	\$ 61.20
ADD: ADVANCED SYSTEM KEY	QA01749	\$ -	25%	\$ -
ADD: 1/4 WAVE BROADBAND ANT 146-174	G629	\$ 64.00	15%	\$ 54.40
ADD: NO SPEAKER NEEDED	G142	\$ -	15%	\$ -
ADD: CONTROL STATION POWER SUPPLY	G91	\$ 269.00	15%	\$ 228.65
ADD: BASE STATION APEXWWM	W665	\$ 70.00	15%	\$ 59.50
	Total			\$ 3,423.25

Control Station Installation and Programming & Set up Labor \$ 3,500.00 0% \$ 3,500.00 Consult installer for final labor and equipment pricing

Additional Mobile Options/Features

ADD: APX O2 CONTROL HEAD	GA00804	\$ 492.00	25%	\$ 369.00
ADD: IMPACT GREEN COLOR HOUSING (O2)	G201	\$ 25.00	25%	\$ 18.75
ADD: O3 CONTROL HEAD	G72	\$ 946.00	25%	\$ 709.50
ADD: APX O7 CONTROL HEAD	GA00805	\$ 632.00	25%	\$ 474.00
ADD: TDMA OPERATION	GA00580	\$ 400.00	25%	\$ 300.00
ADD: MULTICAST VOTING SCAN	G387	\$ 200.00	25%	\$ 150.00
ENH: OVER THE AIR PROVISIONING	G996	\$ 100.00	25%	\$ 75.00
ADD: RS232 PACKET DATA INTERFACE	W947	\$ 200.00	25%	\$ 150.00
ADD: GPS ACTIVATION	GA00229	\$ 100.00	25%	\$ 75.00
ADD: MULTIPLE KEY ENCRYPTION OPERATION	W969	\$ 330.00	25%	\$ 247.50
ADD: AES ENCRYPTION APX7500	G843	\$ 475.00	25%	\$ 356.25
ADD: REMOTE MOUNT MID POWER	G67	\$ 297.00	25%	\$ 222.75

Additional Extended Warranty Options

ENH: 2 YR SFS LITE	G24	\$ 121.00	0%	\$ 121.00
ENH: 3 YR SFS LITE	G398AU	\$ 182.00	0%	\$ 182.00
ENH: SFS COMPREHENSIVE	GA00249AC	\$ 246.00	0%	\$ 246.00

Product Description	Nomen.	List Price	Discount %	Discounted
APX 4000 VHF MODEL 2.5 PORTABLE	H51KDF9PW6 N	\$ 1,400.00	25%	\$ 1,050.00
ENH: 3600 OR 9600 TRUNKING BAUD SIN	QA02756	\$ 1,570.00	25%	\$ 1,177.50
Programming & Setup	Labor	\$ 78.00	0%	\$ 78.00
	Total			\$ 2,305.50

Additional Portable Options/Features

ADD: TDMA OPERATION	QA00580	\$ 400.00	25%	\$ 300.00
ADD: AES ENCRYPTION ALGORITHM	Q629	\$ 475.00	25%	\$ 356.25
ADD: MULTIPLE KEY ENCRYPTION OPERATION	H869	\$ 330.00	25%	\$ 247.50
ENH: OVER THE AIR PRORAMMING (OTAP)	G996	\$ 100.00	25%	\$ 75.00
ENH: GPS FUNCTIONALITY	QA00782	\$ 100.00	25%	\$ 75.00
ADD: EXTREME NOISE REDUCTION	QA1833	\$ 25.00	25%	\$ 18.75
ADD: ENABLE BLUETOOTH SOFTWARE	QA00583	\$ 150.00	25%	\$ 112.50

Additional Extended Warranty Options

ENH: 2 YR SFS LITE	H885BK	\$ 84.00	0%	\$ 84.00
ENH: 3 YR SFS LITE	H886AQ	\$ 125.00	0%	\$ 125.00
ENH: SFS COMPREHENSIVE	HA00022AB	\$ 228.00	0%	\$ 228.00

Product Description	Nomen.	List Price	Discounted	
APX4500 VHF DASH MOUNT	M22K5S9PW1 N	\$ 1,099.00	25%	\$ 824.25
ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	QA02756	\$ 1,570.00	25%	\$ 1,177.50
ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	QA01749	\$ -	25%	\$ -
ADD: APX O2 CONTROL HEAD	GA00804	\$ 492.00	25%	\$ 369.00
ADD: APX CONTROL HEAD SOFTWARE	G444	\$ -	25%	\$ -
ADD: DASH MOUNT	G66	\$ 125.00	25%	\$ 93.75
ADD: AUXILARY SPKR 7.5 WATT	B18	\$ 60.00	15%	\$ 51.00
ADD: 1/4 WAVE BROADBAND ANT 146-174	G629	\$ 64.00	15%	\$ 54.40
ADD: HEAVY-DUTY PALM MICROPHONE	W22	\$ 72.00	15%	\$ 61.20
Standard Install and Programming & Setup	Labor	\$ 415.00	0%	\$ 415.00
	Total			\$ 3,046.10

Product Description	Nomen.	List Price	Discounted	
APX4500 VHF REMOTE MOUNT	M22K5S9PW1 N	\$ 1,099.00	25%	\$ 824.25
ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	QA02756	\$ 1,570.00	25%	\$ 1,177.50
ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	QA01749	\$ -	25%	\$ -
ADD: APX O2 CONTROL HEAD	GA00804	\$ 492.00	25%	\$ 369.00
ADD: APX CONTROL HEAD SOFTWARE	G444	\$ -	25%	\$ -
ADD: REMOTE MOUNT MID POWER	G67	\$ 297.00	25%	\$ 222.75
ADD: AUXILARY SPKR 7.5 WATT	B18	\$ 60.00	15%	\$ 51.00
ADD: 1/4 WAVE BROADBAND ANT 146-174	G629	\$ 64.00	15%	\$ 54.40
ADD: PALM MICROPHONE	W22	\$ 72.00	15%	\$ 61.20
Standard Install and Programming & Setup	Labor	\$ 415.00	0%	\$ 415.00
	Total			\$ 3,175.10

Product Description	Nomen.	List Price	Discounted	
APX4500 VHF CONTROL STATION	M22K5S9PW1 N	\$ 1,099.00	25%	\$ 824.25
ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	QA02756	\$ 1,570.00	25%	\$ 1,177.50
ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	QA01749	\$ -	25%	\$ -
ADD: APX O2 CONTROL HEAD	GA00804	\$ 492.00	25%	\$ 369.00
ADD: APX CONTROL HEAD SOFTWARE	G444	\$ -	25%	\$ -
ADD: DASH MOUNT	G66	\$ 125.00	25%	\$ 93.75
ADD: 1/4 WAVE BROADBAND ANT 146-174	G629	\$ 64.00	15%	\$ 54.40
ADD: PALM MICROPHONE	W22	\$ 72.00	15%	\$ 61.20
ADD: NO SPEAKER NEEDED	G142	\$ -	15%	\$ -
ADD: CONTROL STATION POWER SUPPLY	G91	\$ 269.00	15%	\$ 228.65
ADD: BASE STATION APEXWWM	W665	\$ 70.00	15%	\$ 59.50
	Total			\$ 2,868.25

Control Station Installation and Programming & Set up Labor \$ 3,500.00 0% \$ 3,500.00 Consult installer for final labor and equipment pricing

Additional Mobile Options/Features

ADD: TDMA OPERATION	GA00580	\$ 400.00	25%	\$ 300.00
ADD: MULTICAST VOTING SCAN	G387	\$ 200.00	25%	\$ 150.00
ENH: OVER THE AIR PROVISIONING	G996	\$ 100.00	25%	\$ 75.00
ADD: RS232 PACKET DATA INTERFACE	W947	\$ 200.00	25%	\$ 150.00
ADD: GPS ACTIVATION	GA00229	\$ 100.00	25%	\$ 75.00
ADD: MULTIPLE KEY ENCRYPTION OPERATION	W969	\$ 330.00	25%	\$ 247.50
ADD: AES ENCRYPTION APX7500	G843	\$ 475.00	25%	\$ 356.25
ADD: REMOTE MOUNT MID POWER	G67	\$ 297.00	25%	\$ 222.75

Additional Extended Warranty Options

ENH: 2 YR SFS LITE	G24	\$ 121.00	0%	\$ 121.00
ENH: 3 YR SFS LITE	G398AU	\$ 182.00	0%	\$ 182.00
ENH: SFS COMPREHENSIVE	GA00249AC	\$ 246.00	0%	\$ 246.00

Product Description	Nomen.	List Price	Discount %	Discounted
APX 4000 Li 700/800 MHZ MODEL 1.5 PORTABLE	H51KDD9PW5AN	\$ 1,200.00	25%	\$ 900.00
ENH: LITE 9600 TRUNKING	QA03161AA	\$ 1,270.00	25%	\$ 952.50
110 VAC 50/60 HZ US IMPRES SUC	WPLN4232A	\$ 63.00	15%	\$ 47.25
Programming & Setup	Labor	\$ 78.00	0%	\$ 78.00
	Total			\$ 1,977.75

Product Description	Nomen.	List Price	Discount %	Discounted
APX4500 Li VHF DASH MOUNT	M22KSS9PW1 N	\$ 1,099.00	25%	\$ 824.25
ADD: Li P25 9600 Trunking ONLY	QA03161AB	\$ 1,270.00	25%	\$ 952.50
ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	QA01749	\$ -	25%	\$ -
ADD: APX O2 CONTROL HEAD	GA00804	\$ 492.00	25%	\$ 369.00
ADD: APX CONTROL HEAD SOFTWARE	G444	\$ -	25%	\$ -
ADD: DASH MOUNT	G66	\$ 125.00	25%	\$ 93.75
ADD: NO SPEAKER NEEDED	G142	\$ -	15%	\$ -
ADD: 1/4 WAVE BROADBAND ANT 146-174	G629	\$ 64.00	15%	\$ 54.40
ADD: PALM MICROPHONE	W22	\$ 72.00	15%	\$ 61.20
Standard Install and Programming & Setup	Labor	\$ 415.00	0%	\$ 415.00
	Total			\$ 2,770.10

APX Consolette	Nomen.	List Price	Discount %	Discounted
APX7500 CONSOLETTTE DUAL BAND MODEL	L30TSS9PW1 N	\$ 3,980.00	25%	\$ 2,985.00
ADD: VHF MP PRIMARY BAND	GA00306	\$ -	25%	\$ -
ADD: 7/800MHZ SECONDARY BAND	GA00225	\$ 400.00	25%	\$ 300.00
ENH: ASTRO DIGITAL CAI OP APX	G806	\$ 515.00	25%	\$ 386.25
ENH: SMARTZONE OPERATION APX	G51	\$ 1,500.00	25%	\$ 1,125.00
ADD: P25 TRUNKING SOFTWARE	G361	\$ 300.00	25%	\$ 225.00
ADD: ADVANCED SYSTEM KEY - SOFTWARE	QA01749	\$ -	25%	\$ -
ADD: CONTROL STATION DESK GCAI MIC	W382	\$ 169.00	25%	\$ 126.75
ADD: AC LINE CORD US	CA01598	\$ -	25%	\$ -
ADD: FULL FP W/05/KEYPAD/CLOCK/VU	L999	\$ 789.00	25%	\$ 591.75
ASSEMBLY,ACCESSORY,APX CONSOLETTTE R	HKN6233	\$ 200.00	25%	\$ 150.00
CPS R07.00.00 ASTRO DIG APX POR MOB	RVN5224M	\$ 265.00	25%	\$ 198.75
MASTER SYSTEM KEY STARTER KIT	DVN4046	\$ 500.00	25%	\$ 375.00
M4X MINI-BLADE WITH 150 MODULE WITH	DS47800A0031	\$ 1,530.00	9%	\$ 1,392.30
			Total	\$ 7,855.80

DRVS	Nomen.	List Price	Discount %	Discounted
700MHZ DVR SIDE-BY-SIDE CROSS-BAND APPLICATION A	TT2042	\$ 8,593.00	10%	\$ 7,733.70
UPGRADE OPTION-DVR TO XTL Y CONTROL CABLE (3FT TO 25FT)	DDN9012	\$ 59.00	10%	\$ 53.10
ANTENNA (762-870 MHZ) 1/4 WAVE	HAF4016	\$ 23.00	15%	\$ 19.55
SOFTWARE SUBSCRIPTION PER UNIT PER YEAR - FOR APX DVRS	DDN1578	\$ 130.00	10%	\$ 117.00
SOFTWARE SUBSCRIPTION PER UNIT PER YEAR - FOR XTL DVRS	DDN9007	\$ 130.00	10%	\$ 117.00
			Total	\$ 8,040.35

MOTOROLA STATE CONTRACT

<u>APC</u>	<u>DESCRIPTION</u>	<u>DISCOUNT %</u>
2	VIDEO STREAMING	5
40	MVX1000 In Car Digital Video	15
41	AUTOMATIC LICENSE PLATE RECOGN	10
103	DATACONTROLLERSDATA CONTROLLERS	20
112	INFRASTRUCTURE - GTR8000	25
117	FIXED DATA Dropship	15
118	911 Equipment	10
124	ComandStar remote desk sets and desktop dispatch consoles	10
129	MISC. DROPSHIP	15
131	MICROWAVE & CHANNEL BANKS	15
147	CABLES/KITS/SOFTWARE	25
153	HPD MODEM	10
170	MW810 Mounting Gear	15
177	ENTERPRISE MOBILE COMPUTING	10
189	MOBILE ACCESSORIES	15
195	INFRASTRUCTURE SOFTWARE	15
201	KVL II	25
202	IP DESKSET	15
205	XTS2500 - 700/800	27.5
207	SITE/DROPSHIP EQUIP	15
214	Fixed Data MOSCAD	15
218	Cambium - PTP/Orthogon License	10
224	Orthogon and point to point radio	10
225	QTAR/QTAR RCVR 6809 TRNK	10
228	Centracom and MCC7500 console accessories	15
229	LOGGING RECORDERS	15
244	Centracom spare ambassador modules	15
256	ASTRO Accessories - XTVA	15
262	TEST EQUIPMENT	5
271	Carry case	15
274	BASE STATIONS ACCS	10
276	XTL5000 series consolette	27.5
277	SMARTX	15
280	ZONE CONTROLLER MANAGER	25
281	ZONE MGR USER INTERFACE	25
291	MOBILE DROPSHIP	15
320	XTS5000	27.5
322	CML CONSOLE MCC5500	15
328	CENTRACM II ELECT SP	10
329	Site packages- site on wheels - outdoor cabinets	15

Project O081801
Contract Change #22

330	CORRECTIONS MGMT SOFTWARE	5
333	PREMIER CAD SOFTWARE	5
370	NETRMS	5
372	SPEAKER MICROPHONES	15
374	ASTRO CONSOLETTA	15
381	WNG RNC SW	5
382	Fixed Data Software & Licenses	15
403	Data controllers	15
404	VORTEX / MEGG	25
407	XTS2500 - UHF AND VHF	27.5
417	FIXED ACCESSORIES	15
424	KVL, CIU, DIGITACS	20
425	L Core	15
426	APX4000 PORTABLE	25
430	FLASHPORT SFTWR UPGRADE	10
443	MCC7500 CONSOLE	25
448	ANALOG QUANTAR	25
453	CGISS BATTERIES	15
457	RF distribution tower top amps & receiver multicouplers	10
469	Fixed Data - NFM HW	15
470	APX7000 PORTABLE	25
471	APX4500/APX2500	25
476	SCHAUMBURG ACCESSORIES	20
481	APX6000 PORTABLE	25
488	Optimized Video Security (OVS)	7
495	PDG HARDWARE	25
500	XTL5000 7/800 MHZ	27.5
503	VRM500	10
509	ASTRO QUANTAR	25
512	MTR3000	15
514	XTL2500 7/800 MHZ	27.5
515	RF distribution tower top amps & receiver multicouplers	10
518	XTL2500 - UHF/VHF	27.5
524	ASTRO DIU	25
527	APX6500 Mobile	25
536	APX Covert Portable	25
537	QTAR SZ ASTRO INTELLIRPT	15
548	PSA MOT PROF SVCS (INCL MCNS)	5
554	MOBILE ANTENNAS	10
562	APX7000XE/ APX FIRE PORTABLE	25
585	XTL5000 - UHF/VFH	27.5
606	Canopy	15
608	NET RMS SOFTWARE	5
617	CLEAR SPECTRA (HIGH) CON	15

Project O081801
Contract Change #22

623	MCS2000	15
637	APX4000Li Portable	25
644	Portable accessories, misc	15
652	APX6500 PORTABLE	25
655	APX7000 PORTABLE	25
656	APX7500 Mobile	25
675	QTAR SZ INTELLIREPEATER	15
683	MESH NETWORKS	15
687	XTS1500/MT1500	27.5
688	SOFTWARE SERVICES	10
702	PREMIER CAD MAINTENANCE	5
706	MOBILE/CONSOLE ACCESSORIES	15
708	SPECIALIZED COMPUTERS/MODEMS FOR RADIO SYSTEM	15
721	XTS5000 PORTABLE	27.5
726	XTL1500 - UHF/VHF	27.5
736	MW810 MOBILE WORKSTATION	15
743	ASTRO RECEIVERS	15
755	APX6000 PORTABLE	25
756	APX6000XE PORTABLE	25
761	APX7500 Consolette	25
775	XTL1500 - 700/800	27.5
785	CHARGER/RECONDITIONERS	15
850	MOBILE APPS MAINTENANCE	5
877	Master Site Astro	15
879	MOBILE APPS SOFTWARE	5
904	Dropship Point to Multipoint	15
906	Branded Point to Multipoint	15
907	DROPSHIP UNLICENSE POINT TO POINT	15
908	Dropship license Point to Point	15
983	NET RMS MAINTENANCE	5

DEMO OR USED SUBSCRIBER PRICING FOR STATE OF MISSOURI

Motorola demo or used subscriber radio provisions:

- * Radios (when available) will be offered at a minimum of 40% off of current list price
- * Some radios (when available) will be offered at greater than 40% off of current list price
- * This will be based on warranty status, age, overall condition etc.
- * Some radios will have warranty left on them and some will have no warranty.
- * Warranty details will always be provided for the specific unit(s) that are available.
- * Some radios will have accessories with them and some units will have no accessories.
- * Accessory details will always be provided for the specific unit(s) that are available.
- * Demo or used radios by their very nature may show some signs of being used.
- * The radios may or may not be in their original shipping boxes.
- * Quantities of demo or used radios will always be limited.
- * There are no assurances that any specific model will ever be available in the demo or used pool.



Attn: James Brafford / Doug Goode

Date: 5/19/2016

MOTOROLA Solutions

Prepared By: Kris Evans

Phone: 816-753-2166

Fax: 816-753-3688

Radio Contract # 0081801

Accessories Contract # 0081801

Customer #: 1000437823

State of Missouri (Pricing Subject To Change)

State of Missouri (Pricing Subject To Change)

City of Raytown, MO

APX 6500 MOBILE WITH "03" HEAD / 1000 Channel

MO Contract terms and conditions apply Net 30 Days

DESCRIPTION	MODEL NUMBER	QTY	CURRENT MO CONTRACT PRICE	EXTENDED CONTRACT PRICE
APX6500 7/800 MHZ MID POWER MOBILE	M25URS9PW1 N	2	\$1,424.25	\$2,848.50
ADD: ASTRO DIGITAL CAI OPERATION	G806	2	\$386.25	\$772.50
ENH: SMARTZONE OPERATION APX6500	G51	2	\$900.00	\$1,800.00
ADD: P25 TRUNKING SOFTWARE	G361	2	\$225.00	\$450.00
ADD:03 CONTROL HEAD	G72	2	\$709.50	\$1,419.00
ADD: APX CONTROL HEAD SOFTWARE	G444	2	\$0.00	\$0.00
ADD: NO MICROPHONE NEEDED	G90	2	\$0.00	\$0.00
ADD: REMOTE MOUNT MID POWER	G67	2	\$222.75	\$445.50
ADD: NO RF ANTENNA NEEDED	G89	2	\$0.00	\$0.00
ADD: AUXILARY SPKR 7.5 WATT	B18	2	\$45.00	\$90.00
ADD: MULTIPLE KEY ENCRYPTION OPERATION	W969	2	\$247.50	\$495.00
ADD: AES ENCRYPTION APX	G843	2	\$356.25	\$712.50
ADD: DES/DES-XL/DES-OFB ENCRYPTION	G625	2	\$449.25	\$898.50
ADD: 3 YEAR SERVICE FROM THE START LITE	G24	2	\$121.00	\$242.00
INTERNAL GPS ACTIVATION	GA00229	2	NC	NC
			\$5,086.75	\$10,173.50
Current Motorola Promotion:				
Less Per Unit Discount PROMO	PROMO	2	(\$400.00)	(\$800.00)
DES,DES-XL,DES-OFB ENCRYPTION *	PROMO	2	(\$449.25)	(\$898.50)
* Requires the purchase of Multi-Key and AES				
			SUB TOTAL \$4,237.50	\$8,475.00

Note: Depending on quantity purchased; an additional \$200.00 Off May Apply (Call For Details)

NOTES:

- ABOVE PRICING DOES NOT INCLUDE CHARGER, REMOTE SPEAKER MICROPHONES OR CARRYING CASE: PLEASE SEE PRICING BELOW
- BLUETOOTH, GPS ACTIVATION, ADP ENCRYPTION ARE ALL STANDARD FEATURES OF THIS RADIO.
- MULTIPLE ALGORITHMS (INCLUDING DES) ARE AVAILABLE ON THE APX6500 SERIES RADIO.
- DOES NOT INCLUDE PROGRAMMING OR OPTIMIZATION.

Purchase Order Instructions:

Please make purchase order out to: Motorola Solutions, Inc.
1301 E. Algonquin Road
Schaumburg, IL 60196

Please include: Billing Address / Shipping Address and Ultimate Reside Address
Please sign Purchase Order

Please send Purchase Order to: Commenco Inc for Processing. Please either FAX or email to:
FAX: 816-753-3688
Email: krise@commenco.com
Phone: 816-573-2166



MOTOROLA Solutions

Prepared By: Kris Evans

Phone: 816-753-2166

Fax: 816-753-3688

Radio Contract # 0081801

Accessories Contract # 0081801

Customer #: 1000437823

State of Missouri (Pricing Subject To Change)
 State of Missouri (Pricing Subject To Change)
 City of Raytown, MO

APX 4000 MODEL 2 PORTABLE (2 Knobs)/512 Channel

MO Contract terms and conditions apply Net 30 Days

DESCRIPTION	MODEL NUMBER	QTY	CURRENT MO CONTRACT PRICE	EXTENDED CONTRACT PRICE
APX 4000 7/800 MHZ MODEL 2 PORTABLE	H51UCF9PW6 N	1	\$1,050.00	\$1,050.00
ADD: TWO KNOB CONFIGURATION	QA04865	1	\$0.00	\$0.00
ENH: 3600 OR 9600 TRUNKING BAUD SIN	QA02756	1	\$1,177.50	\$1,177.50
EXTREME NOISE REDUCTION	QA01833	1	\$18.75	\$18.75
INTERNAL GPS ACTIVATION	QA00782	1	NC	NC
MISSION CRITICAL BLUETOOTH	QA00583	1	NC	NC
ENH: MULTIKEY	H869	1	\$247.50	\$247.50
ENH: AES ENCRYPTION	Q629	1	\$356.25	\$356.25
ENH: DES,DES-XL,DES-OFB ENCRYPTION *	Q625	1	\$449.25	\$449.25
ADD: 3 YEAR SERVICE FROM THE START LITE	H885BK	1	\$84.00	\$84.00
			\$3,383.25	\$3,383.25
Current Motorola Promotion:				
Less Per Unit Discount PROMO	PROMO	1	(\$350.00)	(\$350.00)
DES,DES-XL,DES-OFB ENCRYPTION *	PROMO	1	(\$449.25)	(\$449.25)
* Requires the purchase of Multi-Key and AES				
SUB TOTAL			\$2,584.00	\$2,584.00

Note: Depending on quantity purchased; an additional \$200.00 Off May Apply (Call For Details)

- NOTES:**
- ABOVE PRICING DOES NOT INCLUDE CHARGER, REMOTE SPEAKER MICROPHONES OR CARRYING CASE: PLEASE SEE PRICING BELOW
 - BLUETOOTH, GPS ACTIVATION, ADP ENCRYPTION ARE ALL STANDARD FEATURES OF THIS RADIO.
 - MULTIPLE ALGORITHMS (INCLUDING DES) ARE NOW AVAILABLE ON THE APX4000 SERIES RADIO.
 - DOES NOT INCLUDE PROGRAMMING OR OPTIMIZATION.

<u>ADDITIONAL RADIO OPTIONS - DESCRIPTION</u>	<u>MODEL NUMBER</u>	<u>QTY</u>	<u>MO CONTRACT PRICE</u>	<u>EXTENDED CONTRACT PRICE</u>
ADD: APX GEOFENCE PORTABLE	QA04447		\$112.50	\$0.00
ENH: SUBMERSIBLE (DELTA T)	H499		\$187.50	\$0.00

<u>ACCESSORIES</u>	<u>MODEL NUMBER</u>	<u>QTY</u>	<u>MO CONTRACT PRICE</u>	<u>EXTENDED CONTRACT PRICE</u>
BATT IMP STD LI ION 1900M 2000T	NNTN8128BR		\$86.70	\$0.00
BATT IMPRES LIION TIA4950 IP67 2500T	NNTN8560A		\$131.75	\$0.00
APX4000 TWO-KNOB,SWIVEL,LEATHER CARRY CASE	PMLN7182A		\$51.00	\$0.00
CHARGER, SINGLE-UNIT, IMPRES, 1.25A, 115VAC, US/NA	WPLN4232A		\$58.86	\$0.00
ACCESSORY,ACCESSORY,CHARGER,IMPRES MUC - US/NA PLUG	WPLN4212B		\$420.75	\$0.00
ACCESSORY,ACCESSORY,CHARGER,IMPRES MUC W/DISPLAY	WPLN4219B		\$607.75	\$0.00
INSERT, UNIVERSAL MUC (Only compatible with XTS Multi Unit Chargers)	NNTN8170A		\$175.95	\$0.00
INSERT, UNIVERSAL SUC (Only compatible with XTS Single Unit Chargers)	NNTN8169A		\$38.25	\$0.00

APX IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54 (IMPRES RSM with NON-Threaded Audio Jack, Orange Button. FM Approved and UL Approved. Noise Cancelling (IP54) NOT INTENDED FOR FIRE MARKETS)	PMMN4062A		\$100.30	\$0.00
APX IMPRES RSM W/VOL, IP57; Volume Toggle Switch, Orange Button and 1-Programmable Button, Windporting (IP57). FM Approved and UL Approved	PMMN4065A		\$90.95	\$0.00
IMPRES RSM, 3.5MM AUDIO JACK (NON-Threaded Audio Jack, Windporting (IP55). FM Approved)	PMMN4069A		\$102.85	\$0.00
AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES WINDPORTING RSM, IP55 (IMPRES Windporting RSM with Volume Toggle Switch, Orange Button, 3.5mm NON-Threaded Jack (IP55)	PMMN4099A		\$112.20	\$0.00
IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION (IMPRES RSM with Dual microphone noise cancellation technology, Volume Control, 1-Programmable Button and Orange Button. Rugged, Submersible (IP68)	NMN6271A		\$276.25	\$0.00

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF MOBILE DATA TERMINALS FOR POLICE DEPARTMENT VEHICLES FROM WORLD WIDE TECHNOLOGY, INC. OFF THE STATE OF MISSOURI CISCO NETWORKING PRODUCTS AND SERVICES CONTRACT IN AN AMOUNT NOT TO EXCEED \$15,175.68 FOR FISCAL YEAR 2015-2016

WHEREAS, the Police Department utilizes in-car computers in marked patrol cars; and

WHEREAS, the State of Missouri has competitively bid and awarded a contract to World Wide Technology, Inc. for the Panasonic Toughbook CF-54; and

WHEREAS, funds for such purpose are budgeted from the Capital Sales Tax and such expenditure has been reviewed and is recommended by the Special Sales Tax Review Committee on May 24, 2016 as being consistent with voter intent; 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 expenditure of funds to World Wide Technology, Inc. for the purchase of Panasonic Toughbooks CF-54 off the State of Missouri CISCO Networking Products and Services Contract, in an amount not to exceed \$15,175.68;

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

THAT the purchase of Panasonic Toughbooks CF-54 off the State of Missouri CISCO Networking Products and Services Contract, in an amount not to exceed \$15,175.68 is hereby approved; and

FURTHER THAT the City Administrator and/or his designee are authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated herein 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 7th day of June, 2016.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

CITY OF RAYTOWN
Request for Board Action

Date: June 6, 2016
To: Mayor and Board of Aldermen
From: Captain Doug Goode

Resolution No.: R-2881-16

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____



Action Requested: A resolution approving purchases during Fiscal Year 2015-2016 in excess of \$15,000.00 with World Wide Technology, Inc.

Recommendation: Approve the resolution.

Analysis: The Police Department has developed an IT replacement and upgrade plan for the technology-related equipment within the Department. The plan encompasses the replacement of in-car computers in marked patrol cars. The in-car computers that have been purchased in the past, the Motorola MW 810, are no longer being manufactured or supported by Motorola. As a result, research was conducted to find a replacement in-car computer to be installed in three new patrol cars this year. The Panasonic Toughbook CF-54 was determined to be the best choice for in-car field use. Pricing for the computers and mounting hardware is under the State of Missouri Prime Vendor contract through World Wide Technology, Inc. Total cost for the computers, support and mounting hardware will be \$15,175.68.

This project was presented to the Sales Tax Oversight Committee on 05/24/16 and was found to meet the intent of the Capital Sales Tax.

Alternatives: Not purchase the computers and risk equipment failure with old equipment.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount requested:	\$15,175.68
Fund:	Capital Sales Tax
Department:	Police

Additional Reports Attached: Spec Sheets and price quotes and Missouri Prime Vendor contract brochure.



Sales Quotation	Submitted By	Submitted To
Quote Number: 4197836.1 Customer: Raytown, MO - Police Quote Date: 05/24/2016 Quote Name: Gamber & Johnson Contract: SOM - PVC - ST C211034001 Exp. Date: 06/30/2016	Gonzalez, Andrew M P: (314) 919-1435 Andrew.Gonzalez@wwt.com	Michelle . rogersm@raytownpolice.org

Line	Mfr Part # Mfr Name	Lead Time	Qty	Cust Price	Ext Price
1	7160-0514 GAMBER JOHNSON	Call	3	\$137.28	\$411.84
Description: GAMBER JOHNSON 6" Locking Slide Arm with 3/8" stud					
2	7160-0783 GAMBER JOHNSON	Call	3	\$37.44	\$112.32
Description: GAMBER JOHNSON Clevis					

Totals	
Product Total	\$524.16
Maintenance Total	\$0.00
Customer Total	\$524.16
Estimated Shipping	\$0.00
Estimated Tax	\$0.00
Total Price:	\$524.16

This quote is WWT Confidential Information.
 Seller provides all products and services to Buyer only in accordance with any applicable third party terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.
 Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.
 Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.
 Products may only be returned in accordance with the original manufacturer's RMA policy.
 Items returned after 30 days of receipt may not be returnable due to vendor restrictions.
 All delivery dates are approximate and not guaranteed.
 Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract.
 Title and risk of loss will transfer to Buyer at WWT's shipping point.
 Payment terms are net 30, unless otherwise agreed to by both parties in writing.
 All products and services are provided to Buyer in accordance with Seller's terms of sale:
<https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc>



Sales Quotation	Submitted By	Submitted To
Quote Number: 4178500.3 Customer: Raytown, MO - Police Quote Date: 05/05/2016 Quote Name: CF-54 Contract: SOM - PVC - ST C211034001 Exp. Date: 06/30/2016	ISR: Gonzalez, Andrew M P: (314) 919-1435 Andrew.Gonzalez@wwt.com AM:	Michelle . rogersm@raytownpolice.org

Line	Mfr Part # Mfr Name	Lead Time	Qty	Cust Price	Ext Price
CF-54					
1	CF-54C3656CM PANASONIC	Call	3	\$3,162.64	\$9,487.92
Description: Panasonic Win7 (Win8.1 Pro COA), Intel Core i5-5300U 2.30GHz, vPro, 14.0" FHD, Gloved Multi Touch, 128GB SSD, 4GB Intel WiFi a/b/g/n/ac, TPM, Bluetooth, 4G LTE Multi Carrier (EM7355), Dual Pass (Upper:WWAN/Lower:GPS), GPS, Fingerprint, Emissive Backlit Keyboard, DVD Multi-drive, Toughbook Preferred					
2	CF-SVCLTNF3Y PANASONIC	Call	3	\$234.00	\$702.00
Description: Panasonic Toughbook Protection Plus, 3 Year Accidental Damage Warranty					
3	7170-0251 GAMBER JOHNSON	Call	3	\$878.80	\$2,636.40
Description: GAMBER JOHNSON Panasonic Toughbook 54 Docking Station Kit - Dual RF, comes with Lind External Power Supply					
4	7110-1023 GAMBER JOHNSON	Call	3	\$33.28	\$99.84
Description: Gamber Johnson Screen Support for Panasonic Toughbook 54 Docking Station					
5	13792 GAMBER JOHNSON	Call	3	\$93.60	\$280.80
Description: Gamber Johnson Lind Shut Down Timer, Low Profile, Adjustable					
				Subtotal:	\$13,206.96

Options					
6	CF-SVCLTNF4Y PANASONIC	Call	3	\$481.52	\$1,444.56
Description: Panasonic Toughbook 1 Year Extension on Manufacturer's Warranty and 4 Year Protection Plus Accidental Breakage					
				Subtotal:	\$1,444.56

Totals	
Product Total	\$14,651.52
Maintenance Total	\$0.00
Customer Total	\$14,651.52
Estimated Shipping	\$0.00
Estimated Tax	\$0.00
Total Price:	\$14,651.52

Seller provides all products and services to Buyer only in accordance with any applicable third party terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.

Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.

Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.

Products may only be returned in accordance with the original manufacturer's RMA policy.

Items returned after 30 days of receipt may not be returnable due to vendor restrictions.

All delivery dates are approximate and not guaranteed.

Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract.

Title and risk of loss will transfer to Buyer at WWT's shipping point.

Payment terms are net 30, unless otherwise agreed to by both parties in writing.

All products and services are provided to Buyer in accordance with Seller's terms of sale:

<https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc>



THE RIGHT TECHNOLOGY MAKES IT POSSIBLE.
THE RIGHT PEOPLE MAKE IT HAPPEN.

World Wide Technology, Inc. (WWT) is the Prime Vendor sole-source holder of the State of Missouri (SOM) Cisco Networking Products and Services contract. The contract, effective April 1, 2010, is a 3-year contract, with three 1-year optional renewal years – giving WWT the potential to deliver Cisco products and services for a total of six years. This contracting vehicle provides state and local government agencies, higher education institutions and school districts with a way to streamline and simplify the entire IT procurement process from a single source at a substantial savings.

WWT CONTRACT BENEFITS AND COMPETITIVE ADVANTAGES

Dedicated, Trusted Team – WWT has a team of 20+ employees, dedicated 100% to our Public Sector accounts, who understand your business and take great pride in providing unparalleled customer service.

Local Technical and Engineering Support – WWT is proud to be a Missouri-based company and one of Cisco's largest partners in the country. WWT has more than 250 certified professionals, with over 70 CCIEs available to help you plan, design, implement and operate your network.

Free Pre-Sales Support – WWT provides pre-sales engineers – free of charge – to help demonstrate and educate you on Cisco's portfolio of products.

Streamlined Ordering Process – No need to solicit three bids or more – leverage the SOM Cisco Networking Products and Services contract and our dedicated team to save invaluable time while receiving exceptional service and pricing.

Financing Options – WWT can provide several financing options, including leasing, to stretch your IT budget and allow you to address mission critical issues.

Competitive Pricing – The Cisco contract offers extremely competitive pricing on Hardware, SMARTnet and Professional Services. Please contact your local account manager for details on pricing.

Advanced Technology Solutions – This contract encompasses all of the Cisco Core, Advanced and Emerging Technology Solutions, including but not limited to: Data Center, Virtualization, Unified Communications, Business Video, Wireless Mobility, Network and Physical Security, Emergency Response and Radio Interoperability.

Cisco Authorized Training – In addition to traditional hands-on installation assistance and basic knowledge transfers, WWT is a certified Cisco Specialized Learning Partner, delivering authorized training for our customers who are interested in pursuing certifications and professional development. By leveraging this contract, WWT can offer a wide range of local classes for your staff.

Demo Equipment – WWT has local, Cisco Masters-certified demonstration labs for Proof of Concept testing. With over \$5 million in Cisco demo equipment in our Advanced Technology Center (ATC), WWT increases the utility of your Cisco investments.

STREAMLINE THE IT PROCUREMENT PROCESS

WWT helps state and local government agencies, higher education institutions and school districts streamline the IT procurement process. By leveraging the State of Missouri (SOM) Cisco Networking Products and Services contract, our customers can forego the bid solicitation process and save valuable resource time, while receiving exceptional customer service and pricing.

This procurement vehicle allows State Agencies and Cooperative Procurement Entities, such as counties, cities, school districts, Higher-Ed, public hospitals, public utilities and government-funded institutions, a revolutionary way to simplify the IT supply chain from a single source at substantial savings.

A POWERFUL
PARTNERSHIP
THAT WORKS
FOR YOU

CORE CAPABILITIES

- Data Center
- Virtualization
- Routing and Switching
- Unified Communications and Collaboration
- Business Video Solutions
- Wireless Mobility Solutions
- Bring Your Own Device (BYOD)
- Network and Physical Security
- Emergency Response
- Radio Interoperability
- Cisco SMARTnet Maintenance
- Professional Services
- Cisco Authorized Training

ADDITIONAL KEY BENEFITS

- Streamlined Procurement
- Free Ground Shipping
- Demo Equipment
- Exceptional Customer Service
- Direct Access to Cisco Experts, Equipment and Demonstrations in WWT's State-of-the-Art Advanced Technology Center (ATC)

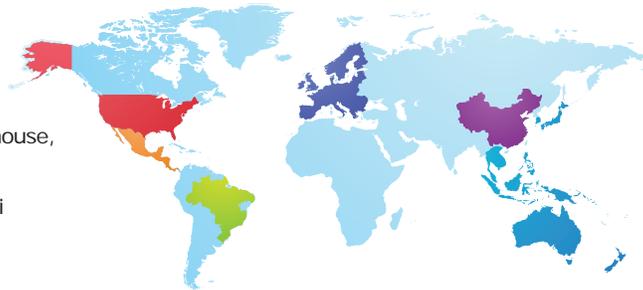


WHY WWT?

WWT provides a unique blend of proven technical expertise, scalable solutions and flexible service level agreements to our clients. We specialize in advanced technologies such as data center and virtualization, mobility and borderless networks, unified communications and collaboration, and security. Moreover, we take an informed, consultative approach to developing, deploying and maintaining the right advanced technology solutions for you and your budget. Plus, our Advanced Technology Center (ATC), end-to-end staging, logistics, implementation and training capabilities allow WWT to provide continuous support as you evaluate and incorporate Cisco solutions into your infrastructure.

GLOBAL PRESENCE

- Sales Offices Around the Globe
- Over 2 Million Square Feet of Warehouse, Distribution and Integration Space
- Headquartered in St. Louis, Missouri
- Engineers in Most Major U.S. Cities



A POWERFUL PARTNERSHIP

With annual Cisco sales approaching \$2 billion, WWT ranks as one of the leading Cisco Partners in North America. WWT has been a Cisco partner since 1994, achieving Gold Partner Status in 2002 and Masters-level Specializations in Unified Communications and Security in 2008. WWT employs hundreds of Cisco-certified professionals and holds hundreds of individual Cisco Specializations, ATPs and Certifications, including:

SPECIALIZATIONS

- Master Security
- Master Unified Communications
- Borderless Network Architecture
- Collaboration Architecture
- Data Center Architecture
- Small Business
- Advanced Routing and Switching
- Advanced Security
- Advanced Unified Communications
- Advanced Wireless LAN

ATPs

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