

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
NOVEMBER 12, 2019
REGULAR SESSION NO. 13
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.

OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call

Public Comments
Communication from the Mayor
Communication from the City Administrator
Committee Reports

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 October 15, 2019 Board of Aldermen meeting minutes.

OLD BUSINESS

2. **SECOND READING: Bill No.: 6527-19, Section XVII. AN ORDINANCE** AMENDING CHAPTER 28 OFFENSES AND NUISANCES, ARTICLE X, OFFENSES RELATING TO PUBLIC HEALTH AND SAFETY, DIVISION 2, CONTROLLED SUBSTANCES AND ALCOHOL, BY REPEALING AND RE-ENACTING SECTION 2-230 THROUGH SECTION 2-360 OF THE RAYTOWN MUNICIPAL CODE. Point of Contact: Randy Hudspeth, Interim Police Chief.

NEW BUSINESS

3. Public Hearing: A public hearing to consider a Conditional Use Permit for property located at 6132 Blue Ridge Boulevard.
- 3a. **FIRST READING: Bill No. 6529-19, Section XIII. AN ORDINANCE** APPROVING A CONDITIONAL USE PERMIT FOR ANTHONY LAROSE TO OPERATE A TATTOO AND BODY PIERCING USE AT 6132 BLUE RIDGE BOULEVARD IN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Chris Gilbert, Planning & Zoning Coordinator.
4. Public Hearing: A public hearing to consider a Conditional Use Permit for property located at 8838 E. 350 Highway.
- 4a. **FIRST READING: Bill No. 6530-19, Section XIII. AN ORDINANCE** APPROVING A CONDITIONAL USE PERMIT FOR CHRISTOPHER BOWERS TO OPERATE A VEHICLE REPAIR (GENERAL) USE AT 8838 E. 350 HIGHWAY IN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Chris Gilbert, Planning & Zoning Coordinator.

5. Public Hearing: A public hearing to consider a Conditional Use Permit for property located at 10805 E. 350 Highway.
 - 5a. **FIRST READING: Bill No. 6531-19, Section XIII. AN ORDINANCE** APPROVING A CONDITIONAL USE PERMIT FOR MOHAMMAD MURAYAN TO OPERATE A VEHICLE SALES AND DETAILING USE AT 10805 E. 350 HIGHWAY IN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Chris Gilbert, Planning & Zoning Coordinator.
6. **FIRST READING: Bill No.: 6532-19, Section IV-C-11. AN ORDINANCE** REPEALING VARIOUS SECTIONS AND AMENDING OTHER SECTIONS OF THE CITY CODE OF THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Jennifer Baird, City Attorney.
7. **FIRST READING: Bill No.: 6533-19, Section V-A. AN ORDINANCE** AUTHORIZING AND APPROVING A MEMORANDUM OF UNDERSTANDING FOR FIRST RESPONDER POINT OF DISPENSING BY AND BETWEEN JACKSON COUNTY, MISSOURI HEALTH DEPARTMENT AND THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Randy Hudspeth, Interim Police Chief.
8. **FIRST READING: Bill No.: 6534-19, Section V-A. AN ORDINANCE** AUTHORIZING AND APPROVING A CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE KANSAS CITY AREA TRANSPORTATION AUTHORITY AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$60,237.00 FOR FISCAL YEAR 2019-2020. Point of Contact: Missy Wilson, Assistant City Administrator.
9. **R-3247-19: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT FOR INMATE SECURITY HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY MISSOURI SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$19,500.00 FOR FISCAL YEAR 2019-2020. Point of Contact: Randy Hudspeth, Interim Police Chief.
10. **R-3248-19: A RESOLUTION** AUTHORIZING AND APPROVING AN EXPENDITURE OF FUNDS WITH MDL TECHNOLOGY, LLC FOR INFORMATION TECHNOLOGY-RELATED SERVICES IN AN AMOUNT NOT TO EXCEED \$105,600.00 FOR FISCAL YEAR 2019-2020. Point of Contact: Randy Hudspeth, Interim Police Chief.
11. **R-3249-19: A RESOLUTION** AUTHORIZING AND APPROVING AN ANNUAL MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN AND HARRIS COMPUTER-GLOBAL SOFTWARE IN AN AMOUNT NOT TO EXCEED \$52,234.00 FOR FISCAL YEAR 2019-2020. Point of Contact: Randy Hudspeth, Interim Police Chief.
12. **R-3250-19: A RESOLUTION** AUTHORIZING AND APPROVING A MAINTENANCE CONTRACT WITH MOTOROLA SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED \$32,472.00 FOR FISCAL YEAR 2019-2020. Point of Contact: Randy Hudspeth, Interim Police Chief.
13. **R-3251-19: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF MOBILE AND PORTABLE RADIOS AND ACCESSORIES FROM MOTOROLA SOLUTIONS, INCORPORATED OFF THE JOHNSON COUNTY, KANSAS RADIO AND ACCESSORIES CONTRACT IN AN AMOUNT NOT TO EXCEED \$35,680.20. Point of Contact: Randy Hudspeth, Interim Police Chief.
14. **R-3252-19: A RESOLUTION** AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH INFINITY SIGN SYSTEMS FOR A NEW MONUMENT SIGN AT CITY HALL IN AN AMOUNT NOT TO EXCEED \$40,000.00. Point of Contact: Damon Hodges, City Administrator.

15. **R-3253-19: A RESOLUTION** AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF LEATH & SONS, INC. FOR EMERGENCY SANITARY SEWER REPAIRS AT 8520 HARVARD TERRACE IN AN AMOUNT NOT TO EXCEED \$26,380.00. Point of Contact: Damon Hodges, City Administrator.

DISCUSSION ITEM

16. Board Rules, Alderman Bonnaye Mims

ADJOURNMENT

**DRAFT
MINUTES
RAYTOWN BOARD OF ALDERMEN
OCTOBER 15, 2019
REGULAR SESSION NO. 12
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.**

OPENING SESSION

Mayor Michael McDonough called the October 15, 2019 Board of Aldermen meeting to order at 7:10 p.m. and Rex Block of the Bahá'í Community of Faith provided the invocation and led the pledge of allegiance.

Roll

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

Present: Alderman Derek Ward, Alderman Bonnaye Mims, Alderman Bill Van Buskirk, Alderman Mary Jane Van Buskirk, Alderman Janet Emerson, Alderman Ryan Myers, Alderman Jim Aziere, Alderman Frank Hunt, Alderman Greg Walters

Absent: Alderman Jason Greene

Proclamations & Presentations

Proclamation for the Bahá'í Faith's Bicentenary

Proclamation for Alderman Bonnaye Mims as the recipient of the Missouri NAACP's Lucile Bluford Special Achievement Award.

Public Comments

Comments were made by:

Jenny Perkins, 8301 E 83 Street, Treasure of Friends of Raytown Parks

Tony Jacob, Raytown, MO

Communication from the Mayor

None

Communication from the City Administrator

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

Committee Reports

Committee reports were shared from Aldermen Hunt, Emerson, Bill Van Buskirk, Mims, Walters.

Alderman Mary Jane Van Buskirk, seconded by Alderman Mims, made a motion to adjourn and reconvene in Closed Session. The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Mary Jane Van Buskirk, Mims, Ward, Hunt, Bill Van Buskirk, Emerson, Myers, Aziere, Walters
Nays: None
Absent: Alderman Greene

The meeting adjourned to Closed Session at 7:38 p.m.

CLOSED SESSION

Notice is hereby given that the Mayor and Board of Aldermen may conduct a closed session, pursuant to the following statutory provisions:

610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys;

Alderman Mims, seconded by Alderman Aziere, made a motion to adjourn and reconvene in Open Session. The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Mims, Aziere, Mary Jane Van Buskirk, Myers, Walters, Ward, Hunt, Bill Van Buskirk, Emerson
Nays: None
Absent: Alderman Greene

Mayor McDonough reconvened the meeting in Open Session at 8:20 p.m.

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 October 1, 2019 Board of Aldermen meeting minutes.

Alderman Emerson, seconded by Mary Jane Van Buskirk, made a motion to adopt. The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Emerson, Mary Jane Van Buskirk, Hunt, Bill Van Buskirk, Ward, Walters, Aziere, Myers, Mims
Nays: None
Absent: Alderman Greene

OLD BUSINESS

2. SECOND READING: Bill No.: 6516-19, Section XI. AN ORDINANCE ADOPTING THE 2018 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE, REGULATING AND GOVERNING THE CONSTRUCTION OF ALL BUILDINGS AND STRUCTURES WITHIN THE CITY AND PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE. Point of Contact: Ray Haydaripoor, Community Development Director.

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

Ray Haydaripoor, Community Development Director, presented the item and remained for any discussion.

Alderman Mims, seconded by Alderman Mary Jane Van Buskirk, made a motion to adopt.

The item was discussed.

The motion was approved by a vote of 8-1-1.

Ayes: Aldermen Mims, Mary Jane Van Buskirk, Aziere, Myers, Walters, Ward, Hunt, Emerson

Nays: Alderman Bill Van Buskirk

Absent: Alderman Greene

3. **SECOND READING: Bill No.: 6517-19, Section XI. AN ORDINANCE** ADOPTING THE 2018 EDITION OF THE INTERNATIONAL BUILDING CODE, REGULATING AND GOVERNING THE CONSTRUCTION OF ALL BUILDINGS AND STRUCTURES WITHIN THE CITY AND PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE. Point of Contact: Ray Haydaripoor, Community Development Director.

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

Ray Haydaripoor, Community Development Director, presented the item and remained for any discussion.

Alderman Mims, seconded by Alderman Myers, made a motion to adopt. The motion was approved by a vote of 8-1-1.

Ayes: Aldermen Mims, Myers, Hunt, Ward, Emerson, Aziere, Walters, Mary Jane Van Buskirk

Nays: Alderman Bill Van Buskirk

Absent: Alderman Greene

4. **SECOND READING: Bill No.: 6518-19, Section XI. AN ORDINANCE** ADOPTING THE 2018 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE, REGULATING AND GOVERNING THE REPAIR, ALTERATION, CHANGE OF OCCUPANCY, ADDITION AND RELOCATION OF EXISTING BUILDINGS IN THE CITY OF RAYTOWN. Point of Contact: Ray Haydaripoor, Community Development Director.

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

Ray Haydaripoor, Community Development Director, presented the item and remained for any discussion.

Alderman Mary Jane Van Buskirk, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 8-1-1.

Ayes: Aldermen Mary Jane Van Buskirk, Mims, Myers, Emerson, Walters, Hunt, Aziere, Ward

Nays: Alderman Bill Van Buskirk

Absent: Alderman Greene

5. **SECOND READING: Bill No.: 6519-19, Section XI. AN ORDINANCE** ADOPTING THE 2018 EDITION OF THE INTERNATIONAL MECHANICAL CODE, REGULATING AND GOVERNING THE DESIGN, CONSTRUCTION, INSTALLATION, REPAIR, USE OR MAINTENANCE OF MECHANICAL SYSTEMS IN THE CITY OF RAYTOWN. Point of Contact: Ray Haydaripoor, Community Development Director.

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

Ray Haydaripoor, Community Development Director, presented the item and remained for any discussion.

Alderman Emerson, seconded by Alderman Aziere, made a motion to adopt. The motion was approved by vote of 8-1-1.

Ayes: Aldermen Emerson, Aziere, Mary Jane Van Buskirk, Myers, Mims, Hunt, Walters, Ward
Nays: Alderman Bill Van Buskirk
Absent: Alderman Greene

6. **SECOND READING: Bill No.: 6520-19, Section XI. AN ORDINANCE** ADOPTING THE 2018 EDITION OF THE INTERNATIONAL PLUMBING CODE, REGULATING AND GOVERNING THE DESIGN, CONSTRUCTION, INSTALLATION, REPAIR, USE OR MAINTENANCE OF PLUMBING SYSTEMS IN THE CITY OF RAYTOWN. Point of Contact: Ray Haydaripoor, Community Development Director.

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

Ray Haydaripoor, Community Development Director, presented the item and remained for any discussion.

Alderman Mims, seconded by Alderman Mary Jane Van Buskirk, made a motion to adopt. The motion was approved by a vote of 8-1-1.

Ayes: Aldermen Mims, Mary Jane Van Buskirk, Hunt, Ward, Emerson, Walters, Aziere, Myers
Nays: Alderman Bill Van Buskirk
Absent: Alderman Greene

7. **SECOND READING: Bill No.: 6521-19, Section XI. AN ORDINANCE** ADOPTING THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE, REGULATING AND GOVERNING THE INSTALLATION OF ELECTRICAL CONDUCTORS, EQUIPMENT, AND RACEWAYS; SIGNALING AND COMMUNICATIONS CONDUCTORS, EQUIPMENT, AND RACEWAYS; AND OPTICAL FIBER CABLES AND RACEWAYS LOCATION IN THE CITY OF RAYTOWN. Point of Contact: Ray Haydaripoor, Community Development Director.

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

Ray Haydaripoor, Community Development Director, presented the item and remained for any discussion.

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

Ayes: Aldermen Mims, Mary Jane Van Buskirk, Emerson, Ward, Aziere, Hunt, Bill Van Buskirk, Walters, Myers
Nays: None
Absent: Alderman Greene

8. **SECOND READING: Bill No.: 6522-19, Section XI. AN ORDINANCE** ADOPTING THE 2018 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE, ESTABLISHING THE MINIMUM REGULATIONS FOR ENERGY EFFICIENT BUILDINGS USING PRESCRIPTIVE AND PERFORMANCE RELATED PROVISIONS OF ALL BUILDINGS AND STRUCTURES WITHIN THE CITY. Point of Contact: Ray Haydaripoor, Community Development Director.

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

Ray Haydaripoor, Community Development Director, presented the item and remained for any discussion.

Alderman Mary Jane Van Buskirk, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 7-2-1.

Ayes: Aldermen Mary Jane Van Buskirk, Mims, Hunt, Aziere, Walters, Emerson, Myers
Nays: Aldermen Bill Van Buskirk, Ward
Absent: Alderman Greene

9. **SECOND READING: Bill No.: 6523-19, Section XI. AN ORDINANCE** ADOPTING THE 2018 EDITION OF THE INTERNATIONAL FUEL GAS CODE, REGULATING AND GOVERNING THE DESIGN, CONSTRUCTION, INSTALLATION, REPAIR, USE OR MAINTENANCE OF FUEL GAS SYSTEMS IN THE CITY OF RAYTOWN. Point of Contact: Ray Haydaripoor, Community Development Director.

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

Ray Haydaripoor, Community Development Director, presented the item and remained for any discussion.

Alderman Aziere, seconded by Alderman Mary Jane Van Buskirk, made a motion to adopt. The motion was approved by a vote of 8-1-1.

Ayes: Aldermen Aziere, Mary Jane Van Buskirk, Walters, Hunt, Myers, Emerson, Mims, Ward

Nays: Alderman Bill Van Buskirk

Absent: Alderman Greene

10. **SECOND READING: Bill No.: 6524-19, Section XI. AN ORDINANCE** ADOPTING THE 2018 EDITION OF THE INTERNATIONAL FIRE CODE, REGULATING AND GOVERNING THE SAFEGUARDING OF LIFE AND PROPERTY FROM FIRE AND EXPLOSION HAZARDS ARISING FROM THE STORAGE, HANDLING AND USE OF HAZARDOUS SUBSTANCE, MATERIALS AND DEVICES, AND FROM CONDITIONS HAZARDOUS TO LIFE OR PROPERTY IN THE OCCUPANCY OF BUILDINGS AND PREMISES. Point of Contact: Ray Haydaripoor, Community Development Director.

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

Ray Haydaripoor, Community Development Director, presented the item and remained for any discussion.

Alderman Mims, seconded by Alderman Mary Jane Van Buskirk, made a motion to adopt. The motion was approved by a vote of 8-1-1.

Ayes: Aldermen Mims, Mary Jane Van Buskirk, Ward, Hunt, Emerson, Myers, Aziere, Walters

Nays: Alderman Bill Van Buskirk

Absent: Alderman Greene

11. **SECOND READING: Bill No.: 6525-19, Section XI. AN ORDINANCE** AMENDING CHAPTER 8, ARTICLE XI OF THE CITY CODE AND ADOPTING THE 2017 EDITION OF THE AMERICAN NATIONAL STANDARD FOR ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES IN THE CITY OF RAYTOWN. Point of Contact: Ray Haydaripoor, Community Development Director.

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

Ray Haydaripoor, Community Development Director, presented the item and remained for any discussion.

Alderman Emerson, seconded by Alderman Mary Jane Van Buskirk, made a motion to adopt. The motion was approved by a vote of 8-1-1.

Ayes: Aldermen Emerson, Mary Jane Van Buskirk, Hunt, Bill Van Buskirk, Walters, Aziere, Myers, Mims

Nays: Alderman Ward

Absent: Alderman Greene

12. **SECOND READING: Bill No.: 6526-19, Section XI. AN ORDINANCE** ADOPTING THE 2018 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, REGULATING THE MINIMUM MAINTENANCE REQUIREMENTS FOR EXISTING BUILDINGS IN THE CITY OF RAYTOWN. Point of Contact: Ray Haydaripoor, Community Development Director.

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

Ray Haydaripoor, Community Development Director, presented the item and remained for any discussion.

Alderman Mims, seconded by Alderman Mary Jane Van Buskirk, made a motion to adopt. The motion was approved by a vote of 7-2-1.

Ayes: Aldermen Mims, Mary Jane Van Buskirk, Aziere, Myers, Walters, Hunt, Emerson

Nays: Aldermen Ward, Bill Van Buskirk

Absent: Alderman Greene

NEW BUSINESS

13. **FIRST READING: Bill No.: 6527-19, Section XVII. AN ORDINANCE** AMENDING CHAPTER 28 OFFENSES AND NUISANCES, ARTICLE X, OFFENSES RELATING TO PUBLIC HEALTH AND SAFETY, DIVISION 2, CONTROLLED SUBSTANCES AND ALCOHOL, BY REPEALING AND RE-ENACTING SECTION 2-230 THROUGH SECTION 2-360 OF THE RAYTOWN MUNICIPAL CODE. Point of Contact: Randy Hudspeth, Interim Police Chief.

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

Randy Hudspeth, Interim Police Chief, presented the item and remained for any discussion.

The item was discussed.

14. **FIRST READING: Bill No.: 6528-19, Section XVI. AN ORDINANCE** AMENDING CHAPTER 42, TRAFFIC AND MOTOR VEHICLES, ARTICLE XVI, STREET OBSTRUCTIONS OF THE RAYTOWN MUNICIPAL CODE. Point of Contact: Randy Hudspeth, Interim Police Chief.

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

Randy Hudspeth, Interim Police Chief, presented the item and remained for any discussion.

The item was discussed.

Alderman Bill Van Buskirk, seconded by Alderman Walters, made a motion to table to a date certain of December 3, 2019. The motion was approved by a vote of 7-2-1.

Ayes: Aldermen Bill Van Buskirk, Walters, Myers, Mary Jane Van Buskirk, Hunt, Aziere, Ward

Nays: Aldermen Emerson, Mims

Absent: Alderman Greene

15. **R-3243-19: A RESOLUTION** AMENDING THE FISCAL YEAR 2018-2019 BUDGET TO REALLOCATE VARIOUS EXPENDITURES BETWEEN DESIGNATED FUNDS. Point of Contact: Russell Petry, Finance Director.

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

Russ Petry, Finance Director, presented the item and remained for any discussion along with Damon Hodges, City Administrator.

Alderman Myers, seconded by Alderman Mims, made a motion to adopt.

The item was discussed.

The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Myers, Mims, Mary Jane Van Buskirk, Bill Van Buskirk, Emerson, Aziere, Hunt, Walters, Ward
Nays: None
Absent: Alderman Greene

16. **R-3244-19: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF A COPIER FROM SUMNER ONE OFF THE NATIONAL ASSOCIATION OF STATE PROCUREMENT CONTRACT IN AN AMOUNT NOT TO EXCEED \$13,054.51. Point of Contact: Damon Hodges, City Administrator.

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

Damon Hodges, City Administrator, presented the item and remained for any discussion.

Alderman Mims, seconded by Alderman Aziere, made a motion to adopt.

The item was discussed.

The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Mims, Aziere, Hunt, Ward, Emerson, Bill Van Buskirk, Walters, Myers, Mary Jane Van Buskirk
Nays: None
Absent: Alderman Greene

17. **R-3245-19: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF A 2020 FORD F-250 TRUCK FROM SHAWNEE MISSION FORD OFF THE JOHNSON COUNTY, KANSAS COOPERATIVE PURCHASING CONTRACT IN AN AMOUNT NOT TO EXCEED \$30,950.00 AND AUTHORIZING AND APPROVING THE PURCHASE OF A SNOW PLOW ATTACHMENT IN AN AMOUNT NOT TO EXCEED \$5,971.00 FROM AMERICAN EQUIPMENT COMPANY OFF THE CITY OF KANSAS CITY, MISSOURI COOPERATIVE PURCHASING AGREEMENT IN A COMBINED AMOUNT NOT TO EXCEED \$36,921.00. Point of Contact: Damon Hodges, City Administrator.

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

Damon Hodges, City Administrator, presented the item and remained for any discussion along with Tony Mesa, Public Works Superintendent.

Alderman Mims, seconded by Alderman Aziere, made a motion to adopt.

The item was discussed.

The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Mims, Aziere, Emerson, Ward, Hunt, Bill Van Buskirk, Walters, Mary Jane Van Buskirk, Myers
Nays: None
Absent: Alderman Greene

18. **R-3246-19: A RESOLUTION** AUTHORIZING AND APPROVING THE EXPENDITURE OF ADDITIONAL FUNDS THROUGH CHANGE ORDER NO. 1 WITH SAK CONSTRUCTION, LLC RELATED TO THE INFILTRATION & INFLOW REDUCTION & REHABILITATION PROJECT, EAST SEWER BASIN IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$227,969.00. Point of Contact: Damon Hodges, City Administrator.

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

Damon Hodges, City Administrator, presented the item and remained for any discussion along with Jason Hanson, City Engineer and Tony Mesa, Public Works Superintendent.

Alderman Mims, seconded by Alderman Bill Van Buskirk, made a motion to adopt.

The item was discussed.

The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Mims, Bill Van Buskirk, Hunt, Mary Jane Van Buskirk, Aziere, Walters, Emerson, Myers, Ward

Nays: None

Absent: Alderman Greene

Alderman Mims, seconded by Alderman Emerson, made a motion to adjourn and reconvene in Closed Session. The motion was approved by a vote of 8-1-1.

Ayes: Aldermen Mims, Emerson, Walters, Hunt, Myers, Mary Jane Van Buskirk, Bill Van Buskirk, Ward

Nays: Alderman Aziere

Absent: Aldermen Greene

The meeting adjourned to Closed Session.

CLOSED SESSION

Notice is hereby given that the Mayor and Board of Aldermen may conduct a closed session, pursuant to the following statutory provisions:

610.021(3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information relating to the performance or merit of an individual employee is discussed or recorded; and/or

610.021(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

Alderman Ward, seconded by Alderman Mims, made a motion to adjourn the Closed Session. The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Ward, Mims, Bill Van Buskirk, Hunt, Mary Jane Van Buskirk, Aziere, Walters, Emerson, Myers

Nays: None

Absent: Alderman Greene

ADJOURNMENT

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

Ayes: Aldermen Ward, Mims, Bill Van Buskirk, Hunt, Emerson, Aziere, Walters, Mary Jane Van Buskirk, Myers

Nays: None

Absent: Alderman Greene

The meeting adjourned at 9:43 p.m.

Teresa M. Henry, MRCC
City Clerk

**CITY OF RAYTOWN
Request for Board Action**

Date: November 7, 2019
To: Mayor and Board of Aldermen
From: Randy Hudspeth, Interim Police Chief

Bill No. 6527-19
Section No.: XVII

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: Approval of modified ordinance relative to changes in the Missouri Constitution regarding the regulation of medical marijuana.

Recommendation: Approve the ordinance proposal.

Analysis: In November 2018, Missouri voters approved an amendment to the State Constitution to permit the use of medical marijuana within the state. This has had an impact on local ordinances relative to zoning of medical marijuana as well as enforcement for the legal consumption of marijuana.

The proposed code amendments were prepared by the City's legal counsel and reviewed by the Raytown Municipal Committee. The Raytown Municipal Committee recommended that the proposed amendments be sent to the full Board for consideration.

Alternatives: Make further changes and revisit the proposal at a later date.

Budgetary Impact:

Not Applicable

Additional Reports Attached: Proposed ordinance changes (red-lined and clean version included).

AN ORDINANCE AMENDING CHAPTER 28 OFFENSES AND NUISANCES, ARTICLE X, OFFENSES RELATING TO PUBLIC HEALTH AND SAFETY, DIVISION 2, CONTROLLED SUBSTANCES AND ALCOHOL, BY REPEALING AND RE-ENACTING SECTION 2-230 THROUGH SECTION 2-360 OF THE RAYTOWN MUNICIPAL CODE

WHEREAS, with an amendment to the State Constitution to permit the use of medical marijuana within the state, it is necessary to amend the City’s ordinance regarding the enforcement for the legal consumption of marijuana.

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

SECTION 1 – REPEAL AND RE-ENACTMENT. Chapter 28, Article X, Sections 2-230-2-360 of the Raytown Municipal Code are repealed in their entirety and re-enacted as attached in Exhibit “A”.

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

SECTION 3 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 4 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 12th day of November, 2019.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

EXHIBIT "A"

DIVISION 2. - CONTROLLED SUBSTANCES AND ALCOHOL

Sec. 28-330. – Definitions.

Administer means to apply a controlled substance, whether by injection, inhalation, ingestion, or any other means, directly to the body of a patient or research subject by:

- a) A practitioner (or, in his/her presence, by his/her authorized agent), or
- b) The patient or research subject at the direction and in the presence of the practitioner.

Controlled substance means a drug, substance, or immediate precursor in Schedules I through V listed in Chapter 195 of the Missouri Revised Statutes.

Counterfeit substance means a controlled substance which, on the container or labeling of which, without authorization, bears the trademark, trade name, or other identifying mark, imprint, number or device, or any likeness thereof, of a manufacturer, distributor, or dispenser other than the person who in fact manufactured, distributed or dispensed the substance.

Deliver or *delivery* means the actual, constructive or attempted transfer from one person to another of drug paraphernalia or of a controlled substance, or an imitation controlled substance, whether or not there is an agency relationship, and includes a sale.

Dispense means to deliver a narcotic or controlled dangerous drug to an ultimate user or research subject by or pursuant to the lawful order of a practitioner including the prescribing, administering, packaging, labeling, or compounding necessary to prepare the substance for such delivery. "*Dispenser*" means a practitioner who dispenses.

Distribute means to deliver other than by administering or dispensing a controlled substance.

Drug means:

- a) Substances recognized as drugs in the Official United States Pharmacopoeia, Official Homeopathic Pharmacopoeia of the United States, or Official National Formulary or any supplement to any of them;
- b) Substances intended for use in the diagnosis, cure, mitigation, treatment or prevention of disease in humans or animals;
- c) Substances, other than food, intended to affect the structure or any function of the body of humans or animals; and
- d) Substances intended for use as a component of any article specified in subsections (a) through (c) of this definition. It does not include devices or their components, parts or accessories.

Drug paraphernalia means all equipment, products, substances and materials of any kind which are used, intended for use, or designed for use, in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance or an imitation controlled substance in violation of Sections 195.005 to 195.425, RSMo. It includes, but is not limited to:

- a) Kits used, intended for use, or designed for use in planting, propagating, cultivating, growing or harvesting of any species of plant which is a controlled substance or from which a controlled substance can be derived;
- b) Kits used, intended for use, or designed for use in manufacturing, compounding, converting, producing, processing, or preparing controlled substances or imitation controlled substances;
- c) Isomerization devices used, intended for use, or designed for use in increasing the potency of any species of plant which is a controlled substance or an imitation controlled substance;
- d) Testing equipment used, intended for use, or designed for use in identifying, or in analyzing the strength, effectiveness or purity of controlled substances or imitation controlled substances;
- e) Scales and balances used, intended for use, or designed for use in weighing or measuring controlled substances or imitation controlled substances;
- f) Diluents and adulterants, such as quinine hydrochloride, mannitol, mannite, dextrose and lactose, used, intended for use, or designed for use in cutting controlled substances or imitation controlled substances;
- g) Separation gins and sifters used, intended for use, or designed for use in removing twigs and seeds from, or in otherwise cleaning or refining, marijuana;
- h) Blenders, bowls, containers, spoons and mixing devices used, intended for use, or designed for use in compounding-controlled substances or imitation controlled substances;
- i) Capsules, balloons, envelopes and other containers used, intended for use, or designed for use in packaging small quantities of controlled substances or imitation controlled substances;
- j) Containers and other objects used, intended for use, or designed for use in storing or concealing controlled substances or imitation controlled substances;
- k) Hypodermic syringes, needles and other objects used, intended for use, or designed for use in parenterally injecting controlled substances or imitation controlled substances into the human body;
- l) Objects used, intended for use, or designed for use in ingesting, inhaling, or otherwise introducing marijuana, cocaine, hashish, or hashish oil into the human body, such as:
 - 1. Metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes with or without screens, permanent screens, hashish heads, or punctured metal bowls;
 - 2. Water pipes;

3. Carburetion tubes and devices;
 4. Smoking and carburetion masks;
 5. Roach clips meaning objects used to hold burning material, such as a marijuana cigarette, that has become too small or too short to be held in the hand;
 6. Miniature cocaine spoons and cocaine vials;
 7. Chamber pipes;
 8. Carburetor pipes;
 9. Electric pipes;
 10. Air-driven pipes;
 11. Chillums;
 12. Bongs;
 13. Ice pipes or chillers:
- m) Substances used, intended for use, or designed for use in the manufacture of a controlled substance;

In determining whether an object, product, substance or material is drug paraphernalia, a court or other authority should consider, in addition to all other logically relevant factors, the following:

- a) Statements by an owner or by anyone in control of the object concerning its use;
- b) Prior convictions, if any, of an owner, or of anyone in control of the object, under any state or federal law relating to any controlled substance or imitation controlled substance;
- c) The proximity of the object, in time and space, to a direct violation of Sections 195.005 to 195.425, RSMo.
- d) The proximity of the object to controlled substances or imitation controlled substances;
- e) The existence of any residue of controlled substances or imitation controlled substances on the object;
- f) Direct or circumstantial evidence of the intent of an owner, or of anyone in control of the object, to deliver it to persons whom he/she knows, or should reasonably know, intend to use the object to facilitate a violation of Sections 195.005 to 195.0425, RSMo.; the innocence of an owner, or of anyone in control of the object, as to a direct violation of Sections 195.005 to 195.425, RSMo., shall not prevent a finding that the object is

intended for use, or designed for use as drug paraphernalia;

- g) Instructions, oral or written, provided with the object concerning its use;
- h) Descriptive materials accompanying the object which explain or depict its use;
- i) National or local advertising concerning its use;
- j) The manner in which the object is displayed for sale;
- k) Whether the owner, or anyone in control of the object, is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products;
- l) Direct or circumstantial evidence of the ratio of sales of the object to the total sales of the business enterprise;
- m) The existence and scope of legitimate uses for the object in the community;
- n) Expert testimony concerning its use;
- o) The quantity, form or packaging of the product, substance or material in relation to the quantity, form or packaging associated with any legitimate use for the product, substance or material;
- p) The foregoing provisions of this section notwithstanding, the definition of 'paraphernalia' as used herein shall not include devices used in the propagation, measurement, or administration of medical marijuana, as defined by Article XIV, Section 1 of the Missouri Constitution if such paraphernalia is being (a) used by a person lawfully authorized to do so, and (b) such person is carrying proof of his/her lawful authorization at the time he/she is in possession of such paraphernalia.

Imitation controlled substance means a substance that is not a controlled substance, which by dosage unit appearance (including color, shape, size and markings), or by representations made, would lead a reasonable person to believe that the substance is a controlled substance. In determining whether the substance is an "imitation controlled substance" the court or authority concerned should consider, in addition to all other logically relevant factors, the following:

- a) Whether the substance was approved by the U.S. Food and Drug Administration (FDA) for over-the-counter (nonprescription or non-legend) sales and was sold in the FDA-approved package, with the FDA-approved labeling information;
- b) Statements made by an owner or by anyone else in control of the substance concerning the nature of the substance, or its use or effect;
- c) Whether the substance is packaged in a manner normally used for illicit controlled substances;
- d) Prior convictions, if any, of an owner, or anyone in control of the object, under state or federal law related to controlled substances or fraud;

- e) The proximity of the substances to controlled substances;
- f) Whether the consideration tendered in exchange for the noncontrolled substance substantially exceeds the reasonable value of the substance considering the actual chemical composition of the substance and, where applicable, the price at which over-the-counter substances of like chemical composition sell. An imitation controlled substance does not include a placebo or registered investigational drug either of which was manufactured, distributed, possessed or delivered in the ordinary course of professional practice or research.

License or Licensed means persons required to obtain annual registration as issued by the State Division of Health as provided by Section 195.030, RSMo.

Manufacture means the production, preparation, propagation, compounding or processing of drug paraphernalia or a controlled substance, or an imitation controlled substance, either directly or by extraction from substances of natural origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and includes any packaging or repackaging of the substance or labeling or relabeling of its container. This term does not include the preparation or compounding of a controlled substance or an imitation controlled substance by an individual for his/her own use or the preparation, compounding, packaging or labeling of a narcotic or dangerous drug:

- a) By a practitioner as an incident to his/her administering or dispensing of a controlled substance or an imitation controlled substance in the course of his/her professional practice; or
- b) By a practitioner or by his/her authorized agent under his/her supervision, for the purpose of, or as incident to, research, teaching or chemical analysis and not for sale.

Marijuana means all parts of the plant genus Cannabis in any species or form thereof, including, but not limited to Cannabis Sativa L., except industrial hemp, Cannabis Indica, Cannabis Americana, Cannabis Ruderalis, and Cannabis Gigantea, whether growing or not, the seeds thereof, the resin extracted from any part of the plant; every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil or cake or the sterilized seed of the plant which is incapable of germination.

Medical marijuana means marijuana as defined and used in accordance with the provisions of Article XIV, Section 1 of the Missouri Constitution, as well as any and all regulations promulgated by the Missouri Department of Health and Senior Services.

Medical marijuana facility means a facility licensed and/or certified by the Missouri Department of Health and Senior Services to operate as a medical marijuana cultivation facility, medical marijuana dispensary facility, medical marijuana-infused products manufacturing facility, medical marijuana testing facility, or medical marijuana transportation facility as those facilities are defined in Article XIV, Section 1 of the Missouri Constitution and 19 CSR 30-95.

Person means an individual, corporation, government, or governmental subdivision or agency, business trust, estate, trust, partnership, joint venture, association or any other legal or commercial entity.

Pharmacist means a licensed pharmacist as defined by the laws of the State of Missouri, and where the context so requires, the owner of a store or other place of business where controlled substances are compounded or dispensed by a licensed pharmacist; but nothing in this section shall be construed as conferring on a person who is not registered or licensed as a pharmacist any authority, right, or privilege that is not granted to him/her by the pharmacy laws of the State of Missouri.

Practitioner means a physician, dentist, optometrist, podiatrist, veterinarian, scientific investigator, pharmacy, hospital or other person licensed, registered or otherwise permitted by the State of Missouri to distribute, dispense, conduct research with respect to or administer or to use in teaching or chemical analysis, a controlled substance in the course of professional practice or research in the State of Missouri, or a pharmacy, hospital or other institution licensed, registered, or otherwise permitted to distribute, dispense, conduct research with respect to or administer a controlled substance in the course of professional practice or research.

Prescription means a written order, and in cases of emergency, a telephone order, issued by a practitioner in good faith in the course of his/her professional practice to a pharmacist for a drug for a particular patient, which specifies the date of its issue, the name and address of the patient (and, if such drug is prescribed for an animal, the species of such animal), the name and quantity of the drug prescribed, the directions for use of such drug, and the signature of such practitioner.

Primary caregiver means an individual twenty-one (21) years of age or older who has significant responsibility for managing the well-being of a qualifying patient and who is designated as such on the primary caregiver's application for an identification card under the provisions of Article XIV, Section 1 of the Missouri Constitution.

Production means the manufacture, planting, cultivation, growing or harvesting of drug paraphernalia or of a controlled substance or an imitation controlled substance.

Qualifying patient means a Missouri resident diagnosed with at least one (1) qualifying medical condition as defined by Article XIV, Section 1 of the Missouri Constitution.

Warehouseman means a person who, in the usual course of business, stores drugs for others, lawfully entitled to possess them and who has no control over the disposition of such drugs except for the purpose of such storage. engaged in the business of distributing drugs.

Wholesaler means a person who supplies drug paraphernalia or controlled substances or imitation controlled substances that he/she themselves has not produced or prepared, on official written orders, but not on prescriptions.

Sec. 28-331. – Controlled Substances.

- a) Except as authorized by Article XIV, Section 1 of the Missouri Constitution, no person shall possess, have under his/her control, manufacture, compound, mix, cultivate, grow, or by any other process produce or prepare, distribute, sell, prescribe, administer, dispense or any controlled substance or imitation controlled substance and no person as a wholesaler shall supply the same, without having first obtained annually a registration issued by the Department of Health in accordance with the rules and regulations promulgated by it.

- b) Except as authorized by Article XIV, Section 1 of the Missouri Constitution, it is unlawful for any person to plant, cultivate, protect, harvest, cure, prepare, barter, sell, give away, use, or offer to sell, furnish, give away, or to possess marijuana.
- c) Except as authorized by Article XIV, Section 1 of the Missouri Constitution, it is unlawful for any person to use, or possess with intent to use, a controlled substance, or an imitation controlled substance.

Sec. 28-332. - Paraphernalia.

- a) Except as authorized by Article XIV, Section 1 of the Missouri Constitution, it is unlawful for any person to use, or to possess with intent to use, drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance in violation of this Article.
- b) Except as authorized by Article XIV, Section 1 of the Missouri Constitution, it is unlawful for any person to deliver, possess with intent to deliver, sell or advertise for sale, or manufacture with intent to deliver, drug paraphernalia, under circumstances where one knows or reasonable should know that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance or an imitation controlled substance in violation of this Article.

Sec. 28-333. - Inhalation, use, possession, or sale of solvents.

- a) No person shall intentionally smell or inhale the fumes of any solvent, particularly toluol, or induce any other person to do so, for the purpose of causing a condition of, or inducing symptoms of, intoxication, elation, euphoria, dizziness, excitement, irrational behavior, exhilaration, paralysis, stupefaction, or dulling of senses or nervous system, or for the purpose of, in any manner, changing, distorting, or disturbing the audio, visual, or mental processes; except that this section shall not apply to the inhalation of any anesthesia for medical or dental purposes.
- b) No person shall intentionally or willfully induce the symptoms of intoxication, elation, euphoria, dizziness, excitement, irrational behavior, exhilaration, paralysis, stupefaction, or dulling of the senses or nervous system, distortion of audio, visual or mental processes by the use of any solvent, particularly toluol.
- c) No person shall intentionally possess any solvent, particularly toluol, for the purpose of using it in the manner prohibited by this section.
- d) No person shall intentionally possess or buy any solvent, particularly toluol, for the purpose of inducing or aiding any other person to violate the provisions of this section.
- e) No person shall knowingly and intentionally sell or otherwise transfer possession of any solvent, particularly toluol, to any person for the purpose of causing a condition of, or inducing symptoms of, intoxication, elation, euphoria, dizziness, excitement, irrational behavior, exhilaration, paralysis, stupefaction, or dulling of senses or nervous system, or for the purpose of, in any manner, changing, distorting, or disturbing the audio, visual, or mental processes.

- f) No person who owns or operates any business which receives over 50 percent of its gross annual income from the sale of alcoholic beverages or beer shall sell or offer for sale toluol or any toxic glue.

Sec. 28-334. - Driving while intoxicated.

A person commits the offense of driving while intoxicated if he operates a motor vehicle while in an intoxicated or drugged condition.

Sec. 28-335. - Driving with excessive blood alcohol content.

- a) A person commits the crime of "driving with excessive blood alcohol content" if such person operates a motor vehicle in this state with 0.08 of one percent or more by weight of alcohol in such person's blood.
- b) As used in this section, percent by weight of alcohol in the blood shall be based upon grams of alcohol per 100 milliliters of blood or 210 liters of breath and may be shown by chemical analysis of the person's blood, breath, saliva or urine. For purposes of determining the alcoholic content of a person's blood under this section, the test shall be conducted in accordance with the provisions of RSMo 577.020 to 577.041.

Sec. 28-336. - Arrest without warrant, when.

An arrest without a warrant by a law enforcement officer, for a violation of section 28-334 or 28-335 is lawful whenever the arresting officer has reasonable grounds to believe that the person to be arrested has violated the section, whether or not the violation occurred in the presence of the arresting officer; provided, however, that any such arrest without warrant must be made within 1½ hours after such claimed violation occurred.

Sec. 28-337. - Consumption of alcoholic beverages in moving motor vehicles.

No person shall consume any alcoholic beverage while operating moving motor vehicle upon any street or highway within the city.

Sec. 28-338. – Failure to produce medical marijuana identification card.

Any person in possession of medical marijuana shall, immediately upon request of any law enforcement officer, produce a valid identification card issued by the Missouri Department of Health and Senior Services, or its successor, or the respective equivalent identification card or authorization issued by another state or political subdivision of another state, authorizing them, as a qualifying patient or primary caregiver, or employee of a licensed medical marijuana facility, to access medical marijuana as provided by Missouri law. Any person who fails to produce such identification shall be guilty of the offense of failure to produce a medical marijuana identification card.

Sec. 28-339. – Administration of medical marijuana in a public place.

- a) No person shall administer medical marijuana in a public place.
- b) For the purpose of this section, the term "administer" shall mean the direct application of marijuana to a qualifying patient by way of any of the following methods:
1. Ingestion of capsules, teas, oils, and other marijuana-infused products;
 2. Vaporization or smoking of dried flowers, buds, plant material, extracts, or oils;

3. Application of ointments or balms;
 4. Transdermal patches and suppositories;
 5. Consuming marijuana-infused food products; or
 6. Any other method recommended by a qualifying patient's physician.
- c) For the purpose of this section, the term "public place" shall have the definition set forth in 19 CSR 30-95.010, specifically, any public or private property, or portion of public or private property, that is open to the general public, including but not limited to, sidewalks, streets, bridges, parks, schools, and businesses. However, for purposes of designating a non-public place within a public place, the owner or entity with control of any such property may, but is not required to, provide one or more enclosed, private spaces where one qualifying patient and, if required by the owner or entity with control of any such property, a representative of such owner or entity, may congregate for the qualifying patient to consume medical marijuana. The qualifying patient may be accompanied by the family of the qualifying patient, the qualifying patient's primary caregiver, and/or the qualifying patient's physician. The owner or entity with control of any such property may provide such a space by individual request or designate such a space for ongoing use and may limit use of medical marijuana in that space to uses that do not produce smoke. Any such permission shall be given in writing and provided to the qualifying patient or publicly posted prior to a qualifying patient's use of medical marijuana in that space.

Sec. 28-340. – Disposal of medical marijuana.

No person shall dispose of medical marijuana, medical marijuana-infused products, or medical marijuana byproduct except as prescribed by 19 CSR 30-95.

Sec. 28-341. – Driving under the influence of marijuana.

- a) A person commits the offense of driving under the influence of marijuana if he/she operates a motor vehicle within the city limits while under the influence of marijuana.
- b) For purposes of determining the marijuana content of a person's blood under this section, a chemical test shall be conducted in accordance with the provisions of Section 577.020 to 577.041, RSMo.

Secs. 28-342—28-360. - Reserved.

CITY OF RAYTOWN
Request for Board Action

Date: November 7, 2019 **Bill No.:** 6529-19
To: Mayor and Board of Aldermen **Section No.:** XIII
From: Chris Gilbert, Planning & Zoning Coordinator

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: Board of Aldermen consideration and approval of a Conditional Use Permit authorizing a Tattoo and Body Piercing Use at 6132 Blue Ridge Blvd. in a Neighborhood Commercial (NC) zoning district.

Recommendation: Staff recommends approval as submitted. The Planning & Zoning Commission voted (8-0) to recommend approval of the Conditional Use Permit with all conditions as contained in the staff report.

Analysis: The building has been vacant since 2017 when a Bookkeeping and Tax business last had a valid business license. Business licenses show up on the property as early as 1999 in City records when the property was an Allstate Insurance office. The building has an upper floor and a basement level. The west side of the property contains the parking area with an access drive around the north side of the building out to Blue Ridge Blvd. There is no licensed use of the building at present and it continues to remain vacant.

Several conditions of approval were attached to the Conditional Use by staff and concurred with by the Planning Commission relating to required property maintenance and upgrades to bring the property up to current code requirements. These conditions are stated in the attached Ordinance. The owner, Terry Mammen, has agreed to all the Conditions and has already started addressing them at his own risk. The owner has requested additional time to complete the parking lot asphalt repairs as the weather is already too cold to do such work properly. Staff recommends this one condition be permitted to be completed by May 31, 2020. The Planning Commission attached an additional condition that the hours of operation cease by 10:00 P.M. instead of 11 P.M.

Alternatives: Alternatives to the recommendation of the Planning & Zoning Commission would be to approve, conditionally approve, or deny the Conditional Use Permit.

Budgetary Impact:

Not Applicable

Additional Reports Attached:

- Staff Report from October 17, 2019, Planning & Zoning Commission meeting.
- Ordinance

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR ANTHONY LAROSE TO OPERATE A TATTOO AND BODY PIERCING USE AT 6132 BLUE RIDGE BOULEVARD IN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI

WHEREAS, Application PZ-2019-10, submitted by Anthony LaRose of 1209 NW Village Drive, Blue Springs, Missouri, on behalf of the property owners, Terry and Kathleen Mammen, for approval of a Conditional Use Permit for Tattoo and Body Piercing, for 6132 Blue Ridge Blvd., within a Neighborhood Commercial (NC) Zone in the City of Raytown, Jackson County, Missouri, was referred to the Planning Commission; and

WHEREAS, the Planning Commission considered the application on October 17, 2019, and by a vote of 8 in favor and 0 against rendered a report to the Board of Aldermen recommending that the Conditional Use Permit be approved; and

WHEREAS, the Board of Aldermen considered the application on November 12, 2019 and November 19, 2019, and finds and declares that the provisions hereinafter contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raytown and rendered a decision to approve the Conditional Use Permit.

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

SECTION 1 – APPROVAL OF CONDITIONAL USE PERMIT. That the Conditional Use Permit for Anthony LaRose to operate a Tattoo and Body Piercing business at 6132 Blue Ridge Blvd., is hereby approved.

SECTION 2 – CONDITIONS OF APPROVAL. That the Conditional Use Permit for Anthony LaRose to operate a Tattoo and Body Piercing business at 6132 Blue Ridge Blvd. be approved subject to the following conditions as contained in the staff report and as approved by the Planning Commission:

1. Parking lot shall be maintained in good condition at all times. Potholes shall be filled and parking lot sealed to prevent further decay.
2. Entire parking lot shall be properly striped with parking spaces along the south side of the lot with 9 ft x 19.5 ft spaces. Spaces shall include a single handicapped parking space accessible to the main entrance of the building that is 8 ft x 19.5 ft with an 8 ft x 19.5 ft striped unloading zone and shall have a pole sign in front of the space with the international symbol of accessibility and “van accessible” upon it. This space can be at front of building.
3. Ensure the entire building exterior is maintained in good condition at all times. Appears to be some damage to front façade that shall be repaired.
4. Ensure the site is maintained in good condition at all times. All junk, trash, and debris that is dumped on the site to be removed. Keep all grass and weeds trimmed at all times.

- 5. All signage shall be issued under separate permit process and shall meet Municipal Code requirements.
- 6. Any trash dumpster placed on site needs to be screened unless stored indoors except on trash pickup day. Such enclosure shall have a proper gate that can be accessed by the trash truck and also screen the container from view at all times. A dumpster may also be placed inside a fully screened vehicle storage area if such is required or voluntarily installed.
- 7. No Certificate of Occupancy or Commercial Use Permit will be issued until all requirements of this section have been met and all requirements of Section 10-532 regarding the operation of Tattoo/Body Piercing businesses. The property should not be occupied and used until the Commercial Use Permit and a Business License to operate are issued.
- 8. Compliance with all applicable local, state and federal regulations, codes, ordinances, and laws.
- 9. Hours of operation shall occur between 9:00 A.M. and 10:00 P.M.

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

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ___day of November, 2019.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney



Staff Report

Community Development
Planning and Development Services

SURROUNDING ZONING AND LAND USES

Property's Zoning Classification	Neighborhood Commercial (NC)
Surrounding Properties' Zoning	Neighborhood Commercial (NC)
Surrounding Overlay	Central Business District Overlay
Surrounding Land Use	Commercial
Designated Future Land Use	Commercial
Ward	Ward 2
Approximate Land Area	0.17 Acres
Roadway Classification	Collector

SITE DESCRIPTION, HISTORY, AND PRESENT USE

The building has been vacant since 2017 when a Bookkeeping and Tax business last had a valid business license. Business licenses show up on the property as early as 1999 in city records when the property was an Allstate Insurance office. The building has an upper floor and a basement level. The west side of the property contains the parking area with an access drive around the north side of the building out to Blue Ridge Blvd. There is no licensed use of the building at present and it continues to remain vacant.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The structure is surrounded by commercial development. On the North side of the structure is. To the south is Emerald Automotive. To the West is the Mid-Continent Public Library. To the East across Blue Ridge Blvd. is strip commercial.

PUBLIC COMMENTS

The public notice was published in *The Daily Record* on September 27, 2019. Public notice letters were sent to property owners within 185 feet of the property by the applicant. The Neighborhood Information Meeting was held on October 1, 2019, and no one showed up for the meeting. To date, the Community Development Department has received no letters/calls regarding this application.

ANALYSIS

Evaluating an application for a conditional use permit requires consideration to be given by the City to the health, safety, morals, comfort and general welfare of the inhabitants of the City, including but not limited to, the following factors:

1. Stability and integrity of the various zoning districts

The parcel and all adjacent lots are zoned Neighborhood Commercial (NC). This zoning district is designed to accommodate commercial activities that service smaller, more local, neighborhood-oriented businesses. In addition to being Neighborhood Commercially zoned, the subject property is also in the Central Business District of Raytown, so it attracts more



Staff Report

Community Development
Planning and Development Services

customer traffic from outside the surrounding neighborhoods than a typical neighborhood commercial area would. There is also excellent access to the property from 63rd Street and Blue Ridge Blvd. The building is designed for office type use, not too unlike what a small in-line shopping center space would provide. The last tattoo parlor in Raytown, Working Class Tattoo (which moved operations to its other location in Westport), was located in a small strip space in Raytown Plaza about a block to the south. Re-use of this vacant office building, in compliance with the recommended conditions of approval, can be accomplished with minimal negative impacts.

2. Conservation of property values

No negative change to neighboring property values is expected. Requirements are being added as conditions of approval that, when combined with re-use of a vacant structure, would significantly contribute to the vitality of the downtown area, which continues to struggle with a number of vacant commercial buildings.

3. Protection against fire and casualties

Staff has no concerns regarding fire and/or casualties on this project. The structure is fairly modern and is still in decent repair. The business operator, Anthony LaRose, has submitted a floor plan for the business to utilize the top floor and the materials to be used are in compliance with Chapter 10-532 of the Municipal Code. Flooring will be nonporous laminate pergot style flooring to permit easy cleanup after a tattoo session and make it easier to sanitize the facility and prevent disease transmission. The building has both a front and rear door to exit the building in case of fire.

4. Observation of general police regulations

The proposed business is not anticipated to violate any general police regulations. Municipal Code Section 10-532 contains very specific operating criteria tied to the ongoing maintenance of a business license for this type of use that will continually need to be followed.

5. Prevention of traffic congestion

The proposed business is a small operation and will not increase traffic congestion above what is normal for the vicinity. With Raytown Plaza Shopping Center, Raytown High School, several apartment complexes, and the downtown business district close by, the additional traffic generated by a small tattoo operation will not be noticeable.

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

The proposed business will not affect traffic safety, nor the orderly parking of motor vehicles. Adequate access to the property is presently available directly from Blue Ridge Blvd. There is sufficient space to permit customer parking on the west side of the building where a fully paved parking lot already exists. A single handicapped parking space is required close to the main entrance.

7. Promotion of the safety of individuals and property

The proposed business will not affect the safety of individuals or property outside of what the basic operation of a tattoo procedure does to the customer. The structure is in reasonable condition and the tattoo operation must comply with all of the provisions contained in Section



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10-532 of the Raytown Municipal Code. The business operator has submitted a copy of his disease testing report that staff can provide to the Commission to review with the applicant's permission but as it contains personal medical information, it is not included in this packet.

8. Provision for adequate light and air

The proposed business will not significantly affect the air quality of the area above what is normal for the area, and should have no additional impact on neighboring properties.

9. Prevention of overcrowding and excessive intensity of land uses

The proposed business will not affect the intensity of land uses in the area. The downtown area of Raytown is already underutilized from an intensity of use standpoint with a number of vacant buildings so the overall effect of this new business will only make the area appear less underutilized.

10. Provision for public utilities and schools

The proposed business will not affect any public utilities or schools but may generate some additional revenue in return. The business will occupy an existing structure already connected to utility services.

11. Invasion by inappropriate uses

Staff does not view the proposed business as an inappropriate use at this location. It was originally constructed as, and has been, utilized as an office facility for decades and the proposed business would continue that use at the same level of intensity as the customer traffic from a tattoo parlor and that of an insurance office are very similar.

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

The property on which the proposed business would be located is fully developed. Staff has provided recommended conditions of approval to ensure compliance if any changes are contemplated in the future.

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

Staff has no concerns regarding the proposed business adhering to overall planning principles if the recommended conditions of approval are adopted.

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

The proposed business should not affect the orderly and proper renewal, development or growth of the city. The applicant's proposed re-use of a vacant building, combined with the recommended conditions of approval will contribute to the orderly renewal of the city. If the application is not approved, the possibility exists that the building could continue to stay vacant for a much longer time. Additionally, the City does permit tattoo and body piercing with a Conditional use Permit and at present there does not exist a single one in Raytown.

RECOMMENDATION

Staff recommends approval of Case No. PZ 2019-10 – Conditional Use Permit for a Tattoo/Body Piercing shop at 6132 Blue Ridge Blvd. with the following conditions of approval:



Staff Report

Community Development
Planning and Development Services

1. Parking lot shall be maintained in good condition at all times. Pot holes shall be filled and parking lot sealed to prevent further decay.
2. Entire parking lot shall be properly striped with parking spaces along the south side of the lot with 9 ft x 19.5 ft spaces. Spaces shall include a single handicapped parking space accessible to the main entrance of the building that is 8 ft x 19.5 ft with an 8 ft x 19.5 ft striped unloading zone and shall have a pole sign in front of the space with the international symbol of accessibility and "van accessible" upon it. This space can be at front of building.
3. Ensure the entire building exterior is maintained in good condition at all times. Appears to be some damage to front façade that shall be repaired.
4. Ensure the site is maintained in good condition at all times. All junk, trash, and debris that is dumped on the site to be removed. Keep all grass and weeds trimmed at all times.
5. All signage shall be issued under separate permit process and shall meet Municipal Code requirements.
6. Any trash dumpster placed on site needs to be screened unless stored indoors except on trash pickup day. Such enclosure shall have a proper gate that can be accessed by the trash truck and also screen the container from view at all times. A dumpster may also be placed inside a fully screened vehicle storage area if such is required or voluntarily installed.
7. No Certificate of Occupancy or Commercial Use Permit will be issued until all requirements of this section have been met and all requirements of Section 10-532 regarding the operation of Tattoo/Body Piercing businesses. The property should not be occupied and used until the Commercial Use Permit and/or a Business License to operate are issued.
8. Compliance with all applicable local, state and federal regulations, codes, ordinances, and laws.

Raytown, MO



- Legend**
- Road
 - Parcel
 - Address Point
 - City Limit

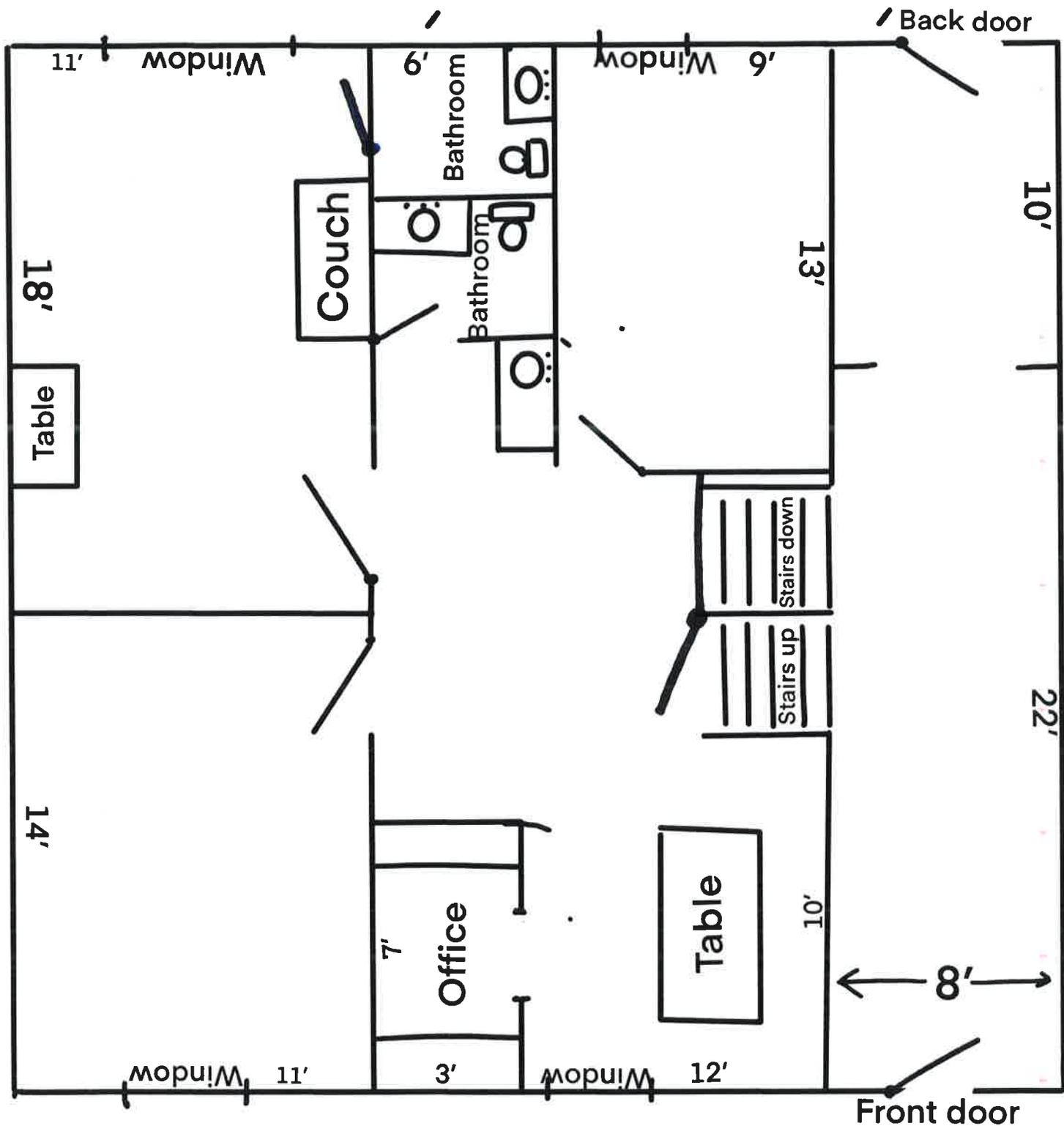


1 in. = 50ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



Upstairs used for tattooing, lower level is empty. All laminate pergot style flooring nonporous. 2 bathrooms adequate parking including handicap. Hours will be from noon until 11pm

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:
6132 Blue Ridge Blvd 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
<u>Terry Mammen</u>	<u>21408 E 34th Ten Ct S Independence</u>	
<u>Kathleen Mammen</u>	<u>816 213 4747</u>	<u>MO 64057</u>

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

Name	Address	Phone/Email

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

Vacant

? 5. Zoning classification of the property: M/C

? 6. Specify the use desired for the property: TATTOO + BODY PIERCING

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

Structure	Height
<u>1 Building</u>	<u>24' - to Roof Line</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)

Terry Mammen
Kathleen Mammen

State of Missouri

Division of Professional Registration
Tattooist

VALID THROUGH JUNE 30, 2021
ORIGINAL CERTIFICATE/LICENSE NO. 2018041373
ANTHONY PAUL LAROSE
1209 NW VILLAGE DRIVE
APT A
BLUE SPRINGS MO 64015
USA

ANTHONY PAUL LAROSE
1209 NW VILLAGE DRIVE
APT A
BLUE SPRINGS MO 64015
USA



AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI
COUNTY OF JACKSON

} S.S.

Before the undersigned Notary Public personally appeared **Tammy Morehead** on behalf of **THE DAILY RECORD, KANSAS CITY** who, being duly sworn, attests that said newspaper is qualified under the provisions of Missouri law governing public notices to publish, and did so publish, the notice annexed hereto, starting with the **September 27, 2019** edition and ending with the **September 27, 2019** edition, for a total of 1 publications.

09/27/2019

Notice of Public Hearing

The Community Development Department has received an application for a Conditional Use Permit for a Tattoo and Body Piercing Shop to be located at 6132 Blue Ridge Blvd. in Raytown, Missouri.

A public hearing to consider this application will be held by the Raytown Planning & Zoning Commission at 7:00pm on Thursday October 17, 2019.

The Raytown Board of Aldermen will also hold public hearings regarding the above-described application tentatively scheduled for 7:00pm on Tuesday, November 12, 2019 and 7:00pm on Tuesday, November 19, 2019.

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

The public is invited to attend the public hearing to ask questions and provide comment regarding this application. Additional information regarding this application can be obtained from the Department of Community Development located in Raytown City Hall at 10000 East 59th Street, by telephone at (816) 737-6059 or by e-mail at chrisg@raytown.mo.us.

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

11797175 Jackson Sep. 27, 2019

Tammy Morehead

Tammy Morehead

Subscribed & sworn before me this 27 day of Sept, 2019
(SEAL)

Christina Conroy

Notary Public



CITY OF RAYTOWN
Request for Board Action

Date: November 7, 2019

Bill No.: 6530-19

To: Mayor and Board of Aldermen

Section No.: XIII

From: Chris Gilbert, Planning & Zoning Coordinator

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: Board of Aldermen consideration and approval of a Conditional Use Permit authorizing a Vehicle Repair (General) use at 8838 E. 350 Highway in a Highway Commercial (HC) zoning district.

Recommendation: Staff recommends approval as submitted. The Planning & Zoning Commission voted (8-0) to recommend approval of the Conditional Use Permit with all conditions as contained in the staff report.

Analysis: Christopher Bowers has an agreement with the property owner, Kathryn Green, to lease the former Raytown Transmission property that has been vacant since 2017. Business licenses had been valid on the property until 2017 for Raytown Transmission, Inc. The building has 4 bays, an office/waiting room, customer and vehicle parking on the north side and towards the west side of the property where the access drive for the adjacent shopping center is located. The applicant is attempting to acquire a business license to restart the general automotive use of the property, including major repairs and transmission work but no paint or body work. As the property has been vacant for two (2) years, the applicant must first receive a Conditional Use Permit for Vehicle Repair, General, to perform the desired level of auto repair. No vehicle sales are anticipated at the present time and such would require a new Conditional Use Permit application to be filed.

Several conditions of approval were attached to the Conditional Use by staff and concurred with by the Planning Commission relating to required property maintenance and upgrades to bring the property up to current code requirements. These conditions are stated in the attached Ordinance. The applicant has agreed to all the Conditions and has already started addressing them at his own risk.

Alternatives: Alternatives to the recommendation of the Planning & Zoning Commission would be to approve, conditionally approve, or deny the Conditional Use Permit.

Budgetary Impact:

Not Applicable

Additional Reports Attached:

- Staff Report from October 17, 2019, Planning & Zoning Commission meeting.
- Ordinance

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR CHRISTOPHER BOWERS TO OPERATE A VEHICLE REPAIR (GENERAL) USE AT 8838 E. 350 HIGHWAY IN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI

WHEREAS, Application PZ-2019-09, submitted by Christopher Bowers of 501 W. 39th Street, Independence, Missouri, on behalf of the property owner, Green 350 Highway Properties, LLC, for approval of a Conditional Use Permit for Vehicle Repair (General), for 8838 E. 350 Highway within a Highway Commercial (HC) Zone in the City of Raytown, Jackson County, Missouri, was referred to the Planning Commission; and

WHEREAS, the Planning Commission considered the application on October 17, 2019, and by a vote of 8 in favor and 0 against rendered a report to the Board of Aldermen recommending that the Conditional Use Permit be approved; and

WHEREAS, the Board of Aldermen considered the application on November 12, 2019 and November 19, 2019, and finds and declares that the provisions hereinafter contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raytown and rendered a decision to approve the Conditional Use Permit.

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

SECTION 1 – APPROVAL OF CONDITIONAL USE PERMIT That the Conditional Use Permit for Christopher Bowers to operate a Vehicle Repair (General) business at 8838 E. 350 Highway, is hereby approved.

SECTION 2 – CONDITIONS OF APPROVAL That the Conditional Use Permit for Christopher Bowers to operate a Vehicle Repair (General) business at 8838 E. 350 Highway be approved subject to the following conditions as contained in the staff report and as approved by the Planning Commission:

1. The Parking lot and entranceway from 350 Highway is in varying degrees of disrepair. It shall be repaired (potholes filled and lot slurry sealed) and then maintained in good condition at all times.
2. Parking lot shall be properly striped with 13 parking spaces plus an additional space for each employee based upon 9 ft x 19.5 ft spaces. Spaces shall include a single handicapped parking space accessible to the main entrance of the building that is 8 ft x 19.5 ft with an 8 ft x 19.5 ft striped unloading zone and shall have a pole sign in front of the space with the international symbol of accessibility and “van accessible” upon it. The sign may be mounted to the building if such mounting complies with ADA requirements.
3. Ensure the entire building exterior is maintained in good condition at all times. The broken and boarded up windows require replacement and the southeast corner of the building appears to have foundation issues with extensive cracking and separation under the rear exit door.

- 4. Ensure the site is maintained in good condition at all times. All junk, trash, and debris to be removed from the site. Trim all weeds on east fence line and repair damage to fence (it is leaning in towards building restricting evacuation access from rear doors to back of building in case of fire)
- 5. All signage shall be issued under separate permit process.
- 6. Any trash dumpster placed on site needs to be screened unless stored indoors except on trash pickup day. Such enclosure shall have a proper gate that can be accessed by the trash truck and also screen the container from view at all times. A dumpster may also be placed inside a fully screened vehicle storage area if such is required or voluntarily installed.
- 7. If unlicensed/inoperable vehicles will be stored on the property outside of the principal structure, a six (6) foot screening fence shall be required to avoid nuisance enforcement actions. Submit screening plan to City if such a screen becomes necessary.
- 8. No Certificate of Occupancy or Commercial Use Permit will be issued until all requirements of this section have been met. The property should not be occupied and used for private or public auto repair until the Commercial Use Permit and a Business License to operate are issued.
- 9. Compliance with all applicable local, state and federal regulations, codes, ordinances, and laws.

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

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ___ day of November, 2019.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney



Staff Report

Community Development
Planning and Development Services

PZ 2019-09

To: City of Raytown Planning and Zoning Commission

From: Chris Gilbert, Planning & Zoning Coordinator

Date: October 17, 2019

Re: Application for Conditional Use Permit

CONDITIONAL USE PERMIT APPLICATION SUMMARY

Applicant: Christopher Bowers

Property Owner: Kathryn Green

Property Location: 8838 E. 350 Highway

Request: Conditional Use Permit approval for Auto Repair (General) Use

The applicant, Christopher Bowers, is requesting Conditional Use Permit (CUP) approval for an Auto Repair (General) use in a Highway Commercial (HC) zoning district. Per the city's land use table, vehicle repair shops can only be conditionally approved in this zoning district. This property was previously occupied for many years by Raytown Transmission, Inc. until 6/30/17, the last date that a valid business license existed at the location.

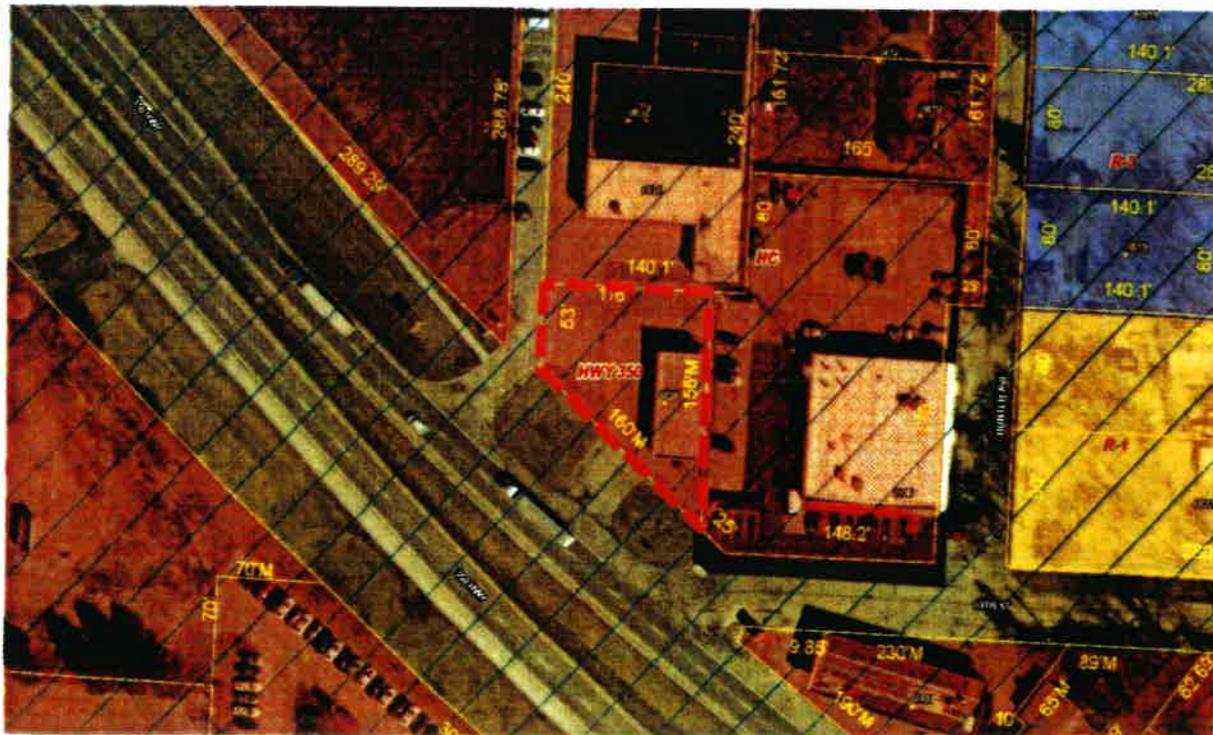


Figure 1 – Surrounding Zoning and Location Map



Staff Report

Community Development
Planning and Development Services

SURROUNDING ZONING AND LAND USES

Property's Zoning Classification	Highway Commercial (HC)
Surrounding Properties' Zoning	Highway Commercial (HC)
Surrounding Overlay	350 Corridor Overlay
Surrounding Land Use	Commercial
Designated Future Land Use	Commercial
Ward	Ward 1
Approximate Land Area	0.29 acres
Roadway Classification	Highway

SITE DESCRIPTION, HISTORY, AND PRESENT USE

The building has been vacant since 2017. Business licenses had been valid on the property until 2017 for Raytown Transmission, Inc. The building has 4 bays, an office/waiting room, customer and vehicle parking on the north side and towards the west side of the property where the access drive for the adjacent shopping center is located. The applicant is attempting to acquire a business license to restart the general automotive use of the property, including major repairs and transmission work but no paint or body work. As the property has been vacant for two (2) years, the applicant must first receive a Conditional Use Permit for Vehicle Repair, General.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The structure is surrounded by commercial development. On the North side of the structure is a shopping center. To the West and south of the structure is the right of way for 350 Highway. To the East is an existing automotive repair business.

PUBLIC COMMENTS

The public notice was published in *The Daily Record* on September 27, 2019. Public notice letters were sent to property owners within 185 feet of the property by the applicant. The Neighborhood Information Meeting was held on October 1, 2019, and no one showed up for the meeting. To date, the Community Development Department has received no letters/calls regarding this application.

ANALYSIS

Evaluating an application for a conditional use permit requires consideration to be given by the City to the health, safety, morals, comfort and general welfare of the inhabitants of the City, including but not limited to, the following factors:

1. Stability and integrity of the various zoning districts

The parcel and all adjacent lots are zoned Highway Commercial (HC). This zoning district is designed to accommodate commercial activities that service and draw customers from a broad



Staff Report

Community Development
Planning and Development Services

area, not just the surrounding neighborhoods. While automotive repair is typically more neighborhood specific than regional scale retail commercial, the presence of 350 highway and the large daily count of vehicles along this roadway provide a ready customer base for such businesses. The building is also designed for automotive work, having been a transmission shop previously and has 4 bays. Re-use as an auto repair facility, in compliance with the recommended conditions of approval, can be accomplished with minimal negative impacts.

2. Conservation of property values

No negative change to neighboring property values is expected. Requirements are being added as conditions of approval that, when combined with re-use of a vacant structure, would significantly contribute to the vitality of this area of 350 Highway which has been significantly impacted by the departure of several new automobile dealerships in the vicinity.

3. Protection against fire and casualties

Staff has no concerns regarding fire and/or casualties on this project. The structure was built in 2004 to modern code standards and is still in decent repair. Additionally, the building has been inspected already by the Building Inspector and the Fire Marshal and some issues to be repaired were noted and attached as conditions of approval. The Code Enforcement Officer also visited the site and some issues were noted with site outdoor maintenance that are also contained in the conditions of approval.

4. Observation of general police regulations

The proposed business is not anticipated to violate any general police regulations.

5. Prevention of traffic congestion

The proposed business will not increase traffic congestion above what is normal for the vicinity. With a shopping center and 350 Highway adjacent, the additional traffic generated by the auto repair customers will be minimal and easily handled with the direct highway access.

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

The proposed business will not affect traffic safety, nor the orderly parking of motor vehicles. Adequate access to the property is presently available directly from 350 Highway and also from the adjoining shopping center parking lot access drives. There is sufficient space to permit customer parking on the north side of the building and on the west side of the lot adjacent to the shopping center access drive. Handicapped access is planned per the site drawing on the south side of the building close to the main entrance.

7. Promotion of the safety of individuals and property

The proposed business will not affect the safety of individuals or property. The structure is in reasonable condition with a few repairs needed that are noted in the conditions of approval, and has already been inspected by both the Building Official and the Raytown Fire District.

8. Provision for adequate light and air

The proposed business will not significantly affect the air quality of the area above what is normal for an automotive repair shop, and should have no additional impact on neighboring properties.



Staff Report

Community Development
Planning and Development Services

9. Prevention of overcrowding and excessive intensity of land uses

The proposed business will not affect the intensity of land uses in the area. The adjacent shopping center is, with the exception of Sutherland's, already underutilized from an intensity of use standpoint so the overall effect of this new business will only make the area appear less underutilized.

10. Provision for public utilities and schools

The proposed business will not affect any public utilities or schools but may generate some additional revenue in return. The business will occupy an existing structure already connected to utility services.

11. Invasion by inappropriate uses

Staff does not view the proposed business as an inappropriate use at this location. It was originally constructed as, and has been, utilized as an automotive repair facility for decades and the proposed business would continue that use at the same level of intensity.

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

The property on which the proposed business would be located is fully developed. Staff has provided recommended conditions of approval to ensure compliance if any changes are contemplated in the future.

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

Staff has no concerns regarding the proposed business adhering to overall planning principles if the recommended conditions of approval are adopted.

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

The proposed business should not affect the orderly and proper renewal, development or growth of the city. The applicant's proposed re-use of a vacant building, combined with the recommended conditions of approval will contribute to the orderly renewal of the city by revamping what is presently a poorly cared for property. The view can also be taken that the property might be better utilized as a commercial retail site, given its prominent location on 350 Highway, and by perpetuating automotive repair, redevelopment would continue to be delayed. By taking this approach, there is no guarantee that the site will get an interested party that would redevelop it for such a use. The possibility exists that it could continue to stay vacant for a much longer time, delaying site improvements, and creating an even bigger appearance issue along one of our major entry gateways.

RECOMMENDATION

Staff recommends approval of Case No. PZ 2019-09 – Conditional Use Permit for a general auto repair shop to be located at 8838 E. 350 Highway with the following conditions of approval:

1. Parking lot and entranceway from 350 Highway is in varying degrees of disrepair. It shall be repaired (potholes filled and lot slurry sealed) and then maintained in good condition at all times.



Staff Report

Community Development
Planning and Development Services

2. Parking lot shall be properly striped with 13 parking spaces plus an additional space for each employee based upon 9 ft x 19.5 ft spaces. Spaces shall include a single handicapped parking space accessible to the main entrance of the building that is 8 ft x 19.5 ft with an 8 ft x 19.5 ft striped unloading zone and shall have a pole sign in front of the space with the international symbol of accessibility and "van accessible" upon it. The sign may be mounted to the building if such mounting complies with ADA requirements.
3. Ensure the entire building exterior is maintained in good condition at all times. The broken and boarded up windows require replacement and the southeast corner of the building appears to have foundation issues with extensive cracking and separation under the rear exit door.
4. Ensure the site is maintained in good condition at all times. All junk, trash, and debris to be removed from the site or stored inside the structure if items of value. Trim all weeds on east fenceline and repair damage to fence (it is leaning in towards building restricting access to back of building in case of fire evacuation through rear doors)
5. All signage shall be issued under separate permit process and shall meet Municipal Code requirements.
6. Any trash dumpster placed on site needs to be screened unless stored indoors except on trash pickup day. Such enclosure shall have a proper gate that can be accessed by the trash truck and also screen the container from view at all times. A dumpster may also be placed inside a fully screened vehicle storage area if such is required or voluntarily installed.
7. If unlicensed/inoperable vehicles will be stored on the property outside of the principal structure, a six (6) foot screening fence shall be required to avoid nuisance enforcement actions. Submit screening plan to City if such a screen is necessary.
8. No Certificate of Occupancy or Commercial Use Permit will be issued until all requirements of this section have been met. The property should not be occupied and used for private or public auto repair until the Commercial Use Permit and/or a Business License to operate are issued.
9. Compliance with all applicable local, state and federal regulations, codes, ordinances, and laws.

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:
8838 E 350 Hwy Raytown MO 640133

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

Name	Address	Phone
<u>Kathryn Green</u>	<u>8301 Ash Raytown MO 64133</u>	<u>4134-390-7355</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>Christopher Bowers</u>	<u>501 W 34th Street N Indep, MO</u>	<u>816-588-3285</u> <i>Right Auto Repair</i>

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

Automotive Repair ~~Body~~ General

5 Zoning classification of the property: A1C

6 Specify the use desired for the property: Auto Repair only / NO paint or body work

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

<u>Structure</u>	<u>Height</u>
_____	_____
_____	_____

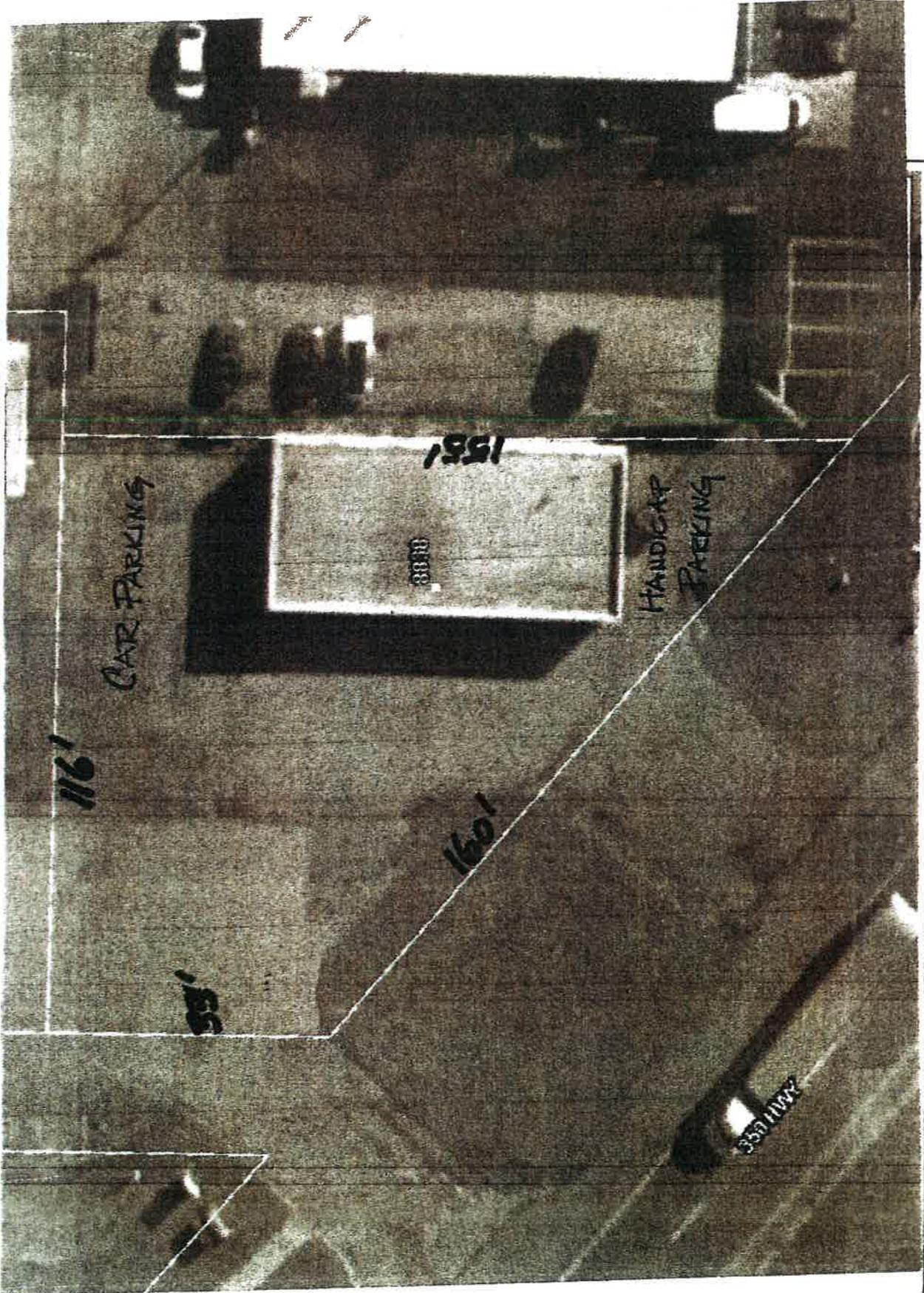
8 We, the undersigned, do hereby authorize the submission of this application and associated documents, and do hereby certify that all the information contained therein is true and correct. (Signatures of property owners)

[Signature]
B. See

for property owners
[Signature]

8-13-19

Raytown, MO PRELIMINARY SITE PLAN



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI
COUNTY OF JACKSON

} S.S.

Before the undersigned Notary Public personally appeared **Tammy Morehead** on behalf of **THE DAILY RECORD, KANSAS CITY** who, being duly sworn, attests that said newspaper is qualified under the provisions of Missouri law governing public notices to publish, and did so publish, the notice annexed hereto, starting with the **September 27, 2019** edition and ending with the **September 27, 2019** edition, for a total of 1 publications:

09/27/2019

Notice of Public Hearing

The Community Development Department has received an application for a Conditional Use Permit for a general vehicle repair shop to be located at 8838 E. 350 Highway in Raytown, Missouri.

A public hearing to consider this application will be held by the Raytown Planning & Zoning Commission at 7:00pm on Thursday October 17, 2019.

The Raytown Board of Aldermen will also hold public hearings regarding the above-described application tentatively scheduled for 7:00pm on Tuesday, November 12, 2019 and 7:00pm on Tuesday, November 19, 2019.

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

The public is invited to attend the public hearing to ask questions and provide comment regarding this application. Additional information regarding this application can be obtained from the Department of Community Development located in Raytown City Hall at 10000 East 59th Street, by telephone at (816) 737-6059 or by e-mail at chrts@raytown.mo.us.

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

11797174 Jackson Sep. 27, 2019

Tammy Morehead

Tammy Morehead

Subscribed & sworn before me this 27 day of Sept., 2019

(SEAL)

Christine Jones

Notary Public



CITY OF RAYTOWN
Request for Board Action

Date: November 7, 2019

Bill No.: 6531-19

To: Mayor and Board of Aldermen

Section No.: XIII

From: Chris Gilbert, Planning & Zoning Coordinator

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: Board of Aldermen consideration and approval of a Conditional Use Permit authorizing a Vehicle Sales and Detailing use at 10805 E. 350 Highway in a Highway Commercial (HC) zoning district.

Recommendation: Staff recommends approval as submitted based upon the updated concept plan provided following the Planning Commission hearing. The Planning & Zoning Commission voted (7-1) to recommend approval of the Conditional Use Permit with all conditions as contained in the staff report.

Analysis: The car wash and covered vacuum area have existed at the present location for a number of years and the structures are beginning to show their age. Business licenses have been valid on the property until August 2019 for East 350 Highway Car Wash. The site has direct access to both the eastbound and the westbound lanes of 350 Highway, as the property sits in the median between the roadways. The applicant is attempting to acquire a business license to add vehicle sales and detailing to the car wash functions on the site, as he currently leases property from an automotive repair shop at 11007 Hickman Mills Drive and plans to move his operations to his own property at 10805 E. 350 Hwy.

As "Vehicle Sales" requires a Conditional Use Permit, the applicant is holding off on any large investments in upgrading the site until the Permit is issued. Staff has made the applicant aware that the 350 Highway Corridor standards will apply to the project and submitting a complete site plan that meets these site and façade standards is a condition of approval. The applicant has provided a preliminary concept plan for the project that is included in this packet. This concept plan addresses some design issues but as it is conceptual, does not address all the design issues that would be examined as part of a detailed site plan review process.

Several conditions of approval were attached to the Conditional Use by staff and concurred with by the Planning Commission. These conditions are stated in the attached Ordinance. The applicant has agreed to the Conditions and has met with staff since the Planning Commission review to gather more information on the 350 design guidelines that would be required and has incorporated many of those into the preliminary concept plan.

Alternatives: Alternatives to the recommendation of the Planning & Zoning Commission would be to approve, conditionally approve, or deny the Conditional Use Permit. Staff recommends considering a five (5) year sunset be attached as an additional condition, reflected in the attached ordinance, to permit the City to review ongoing compliance with 350 Highway design criteria. This condition would require going through the public hearing process before the Planning Commission and Board of Aldermen to renew the permit.

Budgetary Impact:

Not Applicable

Additional Reports Attached:

- Ordinance
- Staff Report from October 17, 2019, Planning & Zoning Commission meeting
- Murayan Car Lot Conceptual Site Plan
- Affidavit of Acknowledgement to meet 350 Highway Corridor design standards

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR MOHAMMAD MURAYAN TO OPERATE A VEHICLE SALES AND DETAILING USE AT 10805 E. 350 HIGHWAY IN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI.

WHEREAS, Application PZ-2019-11, submitted by Mohammad Murayan, of 8640 E. 97th Terrace, Kansas City, Missouri, the property owner, for approval of a Conditional Use Permit for Vehicle Sales and Detailing, for 10805 E. 350 Highway within a Highway Commercial (HC) Zone in the City of Raytown, Jackson County, Missouri, was referred to the Planning Commission; and

WHEREAS, the Planning Commission considered the application on October 17, 2019, and by a vote of 7 in favor and 1 against rendered a report to the Board of Aldermen recommending that the Conditional Use Permit be approved; and

WHEREAS, the Board of Aldermen considered the application on November 12, 2019 and November 19, 2019, and finds and declares that the provisions hereinafter contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raytown and rendered a decision to approve the Conditional Use Permit.

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

SECTION 1 – APPROVAL OF CONDITIONAL USE PERMIT. That the Conditional Use Permit for Mohammad Murayan to operate a Vehicle Sales and Detailing business at 10805 E. 350 Highway, is hereby approved.

SECTION 2 – CONDITIONS OF APPROVAL. That the Conditional Use Permit for Mohammad Murayan to operate a Vehicle Sales and Detailing business at 10805 E. 350 Highway be approved subject to the following conditions as contained in the staff report and as approved by the Planning Commission:

1. The Applicant shall submit a site plan and building remodel plans for staff review that comply with all City Code requirements, including the 350 Corridor Design Standards and the adopted Building Codes of the City.
2. The building exterior shall be maintained in good condition at all times.
3. Ensure the site is maintained in good condition at all times. No junk, trash, and debris shall be permitted to accumulate on the property. All landscaping and grass areas to be properly maintained and kept free of weeds.
4. All signage shall be issued under separate permit process and shall meet Municipal Code requirements.
5. Any trash dumpster placed on site needs to be screened unless stored indoors except on trash pickup day. Such enclosure shall have a proper gate that can be accessed by the trash truck and also screen the container from view at all times and comply with 350 Highway Corridor Design Standards.
6. No unlicensed/inoperable vehicles will be permitted to be stored on the property outside of the principal structure if such is designed to contain vehicles overnight for detailing purposes. Any automotive repair on-site will require a new Conditional Use application prior to commencing such activities.

- 7. No Certificate of Occupancy or Commercial Use Permit will be issued until all requirements of this section have been met. The property should not be occupied and used for vehicle sales until the Commercial Use Permit and a Business License to operate are issued.
- 8. Compliance with all applicable local, state and federal regulations, codes, ordinances, and laws.
- 9. This Conditional Use Permit shall be reviewed by the Planning Commission and Board of Aldermen every five (5) years for compliance with the conditions of approval, including continuing compliance with the 350 Highway Corridor Design Standards and maintenance thereof.

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

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ___ day of November, 2019.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney



Staff Report

Community Development
Planning and Development Services

PZ 2019-11

To: City of Raytown Planning and Zoning Commission

From: Chris Gilbert, Planning & Zoning Coordinator

Date: October 17, 2019

Re: Application for Conditional Use Permit

CONDITIONAL USE PERMIT APPLICATION SUMMARY

Applicant: Mohammad Murayan

Property Owner: Nafees Mahmood

Property Location: 10805 E. 350 Hwy.

Request: Conditional Use Permit approval for Vehicle Sales and Detailing Use

The applicant, Mohammad Murayan, is requesting Conditional Use Permit (CUP) approval for a Vehicle and Equipment Sales with Auto Detailing use in a Highway Commercial (HC) zoning district. Per the city's land use table, vehicle sales can only be conditionally approved in this zoning district. This property has been a licensed car wash facility until August 31, 2019, when the last business license expired.



Figure 1 – Surrounding Zoning and Location Map



Staff Report

Community Development
Planning and Development Services

SURROUNDING ZONING AND LAND USES

Property's Zoning Classification	Highway Commercial (HC)
Surrounding Properties' Zoning	Highway Commercial (HC)
Surrounding Overlay	350 Corridor Overlay
Surrounding Land Use	Commercial
Designated Future Land Use	Commercial
Ward	Ward 4
Approximate Land Area	0.63 acres
Roadway Classification	Highway

SITE DESCRIPTION, HISTORY, AND PRESENT USE

The car wash and covered vacuum area have existed at the present location for a number of years and the structures are beginning to show their age. Business licenses have been valid on the property until August 2019 for East 350 Highway Car Wash. The site has direct access to both the eastbound and the westbound lanes of 350 Highway, as the property sits in the median between the roadways. The applicant is attempting to acquire a business license to add vehicle sales and detailing to the car wash functions on the site. As vehicle sales requires a Conditional Use Permit, the applicant is holding off on any large investments in upgrading the site until the Permit is issued. The applicant has provided a letter that is attached that provides more detail on what is being intended for the site upgrades.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The structure is surrounded by commercial development. On the North side of the property across the westbound lanes of 350 Highway are two already existing business licensed to sell used cars. To the West are a group of commercial office buildings. To the South across the right of way for 350 Highway are two more existing used car lots. To the East is a gas station and convenience store.

PUBLIC COMMENTS

The public notice was published in *The Daily Record* on September 27, 2019. Public notice letters were sent to property owners within 185 feet of the property by the applicant. The Neighborhood Information Meeting was held on October 1, 2019, and one person showed up for the meeting. A meeting summary from the applicant is attached. To date, the Community Development Department has received one call regarding this application, from the same person who attended the neighborhood meeting.

ANALYSIS

Evaluating an application for a conditional use permit requires consideration to be given by the City to the health, safety, morals, comfort and general welfare of the inhabitants of the City, including but not limited to, the following factors:



Staff Report

Community Development
Planning and Development Services

1. Stability and integrity of the various zoning districts

The parcel and all adjacent lots are zoned Highway Commercial (HC). This zoning district is designed to accommodate commercial activities that service and draw customers from a broad area, not just the surrounding neighborhoods. The presence of 350 highway and the large daily count of vehicles along this roadway provide a ready and visible customer base for vehicle sales businesses. Use as a used auto sales, detailing and car wash business, in compliance with the recommended conditions of approval, can be accomplished with minimal negative impacts.

2. Conservation of property values

No negative change to neighboring property values is expected. Requirements are being added as conditions of approval that, when combined with remodeling of the existing structures, would significantly contribute to the vitality of this area of 350 Highway which has been significantly impacted by the departure of several businesses including new automobile dealerships. However, there already exist four used auto sales businesses in the immediate vicinity of the subject property and this application would add a fifth.

3. Protection against fire and casualties

Staff has no concerns regarding fire and/or casualties on this project. The car wash structure will be remodeled per the applicant's stated intent and will have to be inspected and meet building code. Access to the site is excellent with through access between both the westbound and eastbound lanes of 350 Highway.

4. Observation of general police regulations

The proposed business is not anticipated to violate any general police regulations.

5. Prevention of traffic congestion

The proposed business will not increase traffic congestion above what is normal for the vicinity. With the only access to the property from 350 Highway, the additional traffic generated by the auto sales and detailing customers will be minimal and easily handled with the direct highway access to both eastbound and westbound lanes.

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

The proposed business will not affect traffic safety, nor the orderly parking of motor vehicles. Adequate access to the property is presently available directly from 350 Highway. There is sufficient space to permit customer parking on the south side of the property. Handicapped access will need to be provided on the south side of the existing car wash building close to the main entrance of the proposed remodeled office area.

7. Promotion of the safety of individuals and property

The proposed business will not affect the safety of individuals or property. The structure is in reasonable condition and will be remodeled. Any building plans will have to meet building code and the work will be inspected by the City.

8. Provision for adequate light and air

The proposed business will not significantly affect the air quality of the area above what is normal for a vehicle sales and detailing business, and should have no additional impact on neighboring properties.



9. Prevention of overcrowding and excessive intensity of land uses

The proposed business will affect the intensity of land uses in the area but shouldn't cause overcrowding. The subject property is immediately accessible only from 350 Highway and has nowhere to expand to. With proper site planning, as the applicant will be required to submit a site plan for the sales and detailing re-use, any overcrowding can be mitigated. Regarding increasing intensity of land use, this is an issue for the Commission to consider, as adding auto sales to a car wash will certainly increase the intensity. Additionally there are already four other used auto sales businesses in the immediate vicinity.

10. Provision for public utilities and schools

The proposed business will not affect any public utilities or schools but may generate some additional revenue in return. The business will occupy an existing structure already connected to utility services. Some modification will be necessary to convert the car wash to include an office area but that would be handled as part of the permit approval process.

11. Invasion by inappropriate uses

Staff believes another car wash in this area of 350 Highway could be considered an inappropriate use at this location. It was originally constructed as a car wash, another type of business that the city has many of along 350 Highway and which itself may be viewed as an inappropriate land use in this location. The upside to the application is the applicant's intent to renovate the property.

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

The property on which the proposed business would be located is developed. Staff has provided recommended conditions of approval to ensure compliance when plans for site modifications or building renovations are submitted.

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

Staff has no concerns regarding the proposed business adhering to overall planning principles if the recommended conditions of approval are adopted.

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

The proposed business should not affect the orderly and proper renewal, development or growth of the city if the Planning Commission decides this application is an appropriate use at this location. The applicant's proposed re-use and remodeling of an old car wash, combined with the recommended conditions of approval will contribute to the orderly renewal of the city by revamping what is presently a poorly cared for property. The view can also be taken that the property might be better utilized as a commercial retail site, given its prominent location on 350 Highway, and by perpetuating used auto sales, redevelopment would continue to be delayed. By taking this approach, there is no guarantee that the site will get an interested party that would redevelop it for such a use. The possibility exists that it could continue to stay an underutilized and aging car wash for a much longer time, delaying site improvements like the ones proposed by the applicant, and creating an even bigger appearance issue over time along one of our major entry gateways.



Staff Report

Community Development
Planning and Development Services

RECOMMENDATION

Staff recommends the Planning Commission consider if this is an appropriate use for the proposed location, based upon the applicant's intent for the property and the analysis by staff contained in this report. If the planning Commission decides the use is appropriate, staff then recommends the application for Case No. PZ 2019-11 – Conditional Use Permit for a Vehicle Sales and Detailing business to be located at 10805 E. 350 Highway be approved with the following conditions of approval:

1. Applicant to submit site plan and building remodel plans for staff review that comply with all City Code requirements, including the 350 Corridor Design Standards and the adopted Building Codes of the City.
2. The building exterior shall be maintained in good condition at all times.
3. Ensure the site is maintained in good condition at all times. No junk, trash, and debris is to be permitted to accumulate on the property. All landscaping and grass areas to be properly maintained and kept free of weeds.
4. All signage shall be issued under separate permit process and shall meet Municipal Code requirements.
5. Any trash dumpster placed on site needs to be screened unless stored indoors except on trash pickup day. Such enclosure shall have a proper gate that can be accessed by the trash truck and also screen the container from view at all times.
6. No unlicensed/inoperable vehicles will be permitted to be stored on the property outside of the principal structure if such is designed to contain vehicles overnight for detailing purposes.
7. No Certificate of Occupancy or Commercial Use Permit will be issued until all requirements of this section have been met. The property should not be occupied and used for vehicle sales until the Commercial Use Permit and/or a Business License to operate are issued.
8. Compliance with all applicable local, state and federal regulations, codes, ordinances, and laws.

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:
10805 E Hwy 350, Raytown Mo 64138

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

Name	Address	Phone
<u>Mohd Murayan</u>	<u>8640 E 97th Ter</u> <u>Kansas City Mo 64134</u>	<u>816.216.9104</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>Nafees Mahmood</u>	<u>2814 SW 11th St</u> <u>Leesummit Mo 64081</u>	<u>913.940.0482</u>

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

Carwash

5 Zoning classification of the property: Commercial

6 Specify the use desired for the property: Carwash, Detail, Auto Sales.

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

<u>Structure</u>	<u>Height</u>
<u>existing carwash structure</u>	
<u>existing B vacuum canopy</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)



Mohd. Murayan
10805 E 350 Highway
Raytown MO 64138
Rezoning of Premises

As the Honorable Mayor and the City Council are aware, the current operation does not yield enough revenue and consequently, taxes for the benefit of the City. We are proposing rezoning the above premises to allow operation of additional businesses for mutually beneficial results.

I am aware that this proposal will involve a huge initial capital outlay, but in order to realize the potential of the premises we would have to

- A. Improve the aesthetics of the location
- B. Change the low yield of the nature of the business

To resolve these problems, I propose:

Remodel the current structure with attractive roof, lights, signs and fencing. This would require modification of the current structure to include an office for the operator.

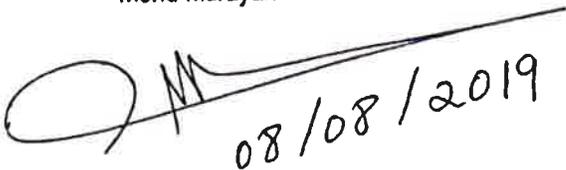
To improve revenue generation and consequently the sales taxes and income taxes I propose to integrate two specific business operations which would address that issue in addition to the current use of the premises as a car wash:

1. An auto detail shop: As we are all aware, Americans love their cars and an inviting auto detail store with comfortable sitting areas and internet availability for the Clients would attract at least quadruple the number of current customers, the existing structure we believe can be suitably modified to accommodate this requirement.
2. An auto sales store. Integrated with the Car Wash and detail shop would be a quality car sales establishment. This would complete the concept of an all in one business which would offer everything associated with automobiles, sales of top quality automobiles to car washes and detailing.

If the Honorable Mayor and the City Council would approve the above proposal and any zoning changes which might be required, it would be extremely beneficial to us, the business operators, and the City of Raytown in the form of substantially enhanced tax income.

I thank you for your sympathetic consideration.

Mohd Murayan


08/08/2019

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI
COUNTY OF JACKSON

} S.S.

Before the undersigned Notary Public personally appeared Tammy Morehead on behalf of THE DAILY RECORD, KANSAS CITY who, being duly sworn, attests that said newspaper is qualified under the provisions of Missouri law governing public notices to publish, and did so publish, the notice annexed hereto, starting with the September 27, 2019 edition and ending with the September 27, 2019 edition, for a total of 1 publications:

09/27/2019

Notice of Public Hearing

The Community Development Department has received an application for a Conditional Use Permit for an Auto Sales and Detailing business to be located at 10805 E. 350 Highway in Raytown, Missouri.

A public hearing to consider this application will be held by the Raytown Planning & Zoning Commission at 7:00pm on Thursday October 17, 2019.

The Raytown Board of Aldermen will also hold public hearings regarding the above-described application tentatively scheduled for 7:00pm on Tuesday, November 12, 2019 and 7:00pm on Tuesday, November 19, 2019.

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

The public is invited to attend the public hearing to ask questions and provide comment regarding this application. Additional information regarding this application can be obtained from the Department of Community Development located in Raytown City Hall at 10000 East 59th Street, by telephone at (816) 737-6059 or by e-mail at chrisg@raytown.mo.us.

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

11797176 Jackson Sep. 27, 2019

Tammy Morehead

Tammy Morehead

Subscribed & sworn before me this 27th day of Sept, 2019
(SEAL)

Cheryl Jones

Notary Public



Chris Gilbert

From: Mohammad Murayan <mohmrayyan@yahoo.com>
Sent: Wednesday, October 2, 2019 8:56 AM
To: Chris Gilbert
Subject: Neighborhood Meeting Summary
Attachments: image0.jpeg; ATT00001.txt

On Tuesday 10/01/2019 a neighborhood meeting was Held at Raytown City Hall Council Chamber. One Person showed up, i talked about my plan covering the following points:

- 1- Yield enough revenue and more taxes for the benefit of the city of Raytown.
- 2- Improve the aesthetics of the Location.
- 3- Clean environment with no violation will be added.
- 4- Reliable used car sales and professional detailing services for the benefit of the community.
- 5- More job opportunity to the community.

We explained our plan and answered all questions a person asked. Looking forward for following planning and zoning hearing on 10/17/2019.

Note: Public Notice Sign was posted on the site of the case after our neighborhood meeting on 10/01/2019.

Regards,
Mohd Murayan

350 Properties LLC
10624 E 56 Terrace
Raytown, Mo 64133

October 17, 2019

City of Raytown
Planning and Zoning Commission

Case No. PZ-2019-11

Dear P & Z members;

I write today to express my opposition to the conditional use as proposed. I would have participated in the October 1st informal meeting, had my notice been received before Oct 11, 2019.

My observations are these:

Adding an additional non-conforming use to this property will not improve the aesthetic appeal of the property and there is no reasonable assumption that general maintenance of the property will be increased over time. The area is already saturated with small used car lots and repair facilities in poor condition.

Altering some wash bays of a car wash to office and waiting area will most certainly fall short of desired functionality and yield less service area as a car wash, thus reducing the functionality of the primary use.

Existing wash bays will surely morph into auto repair bays further exacerbating hazard and aesthetic concerns. Every car lot performs mechanical and body repair.

Additional non-conforming use will further impede re-development and help cement the low use, and larger image problems of the area.

I would not be opposed to a limited number of vehicles for sale on the eastbound side of the property, if no conversion of the built space were allowed.

Most Respectfully,



Jeff Page
Managing member, 350 Properties



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

AFFIDAVIT OF ACKNOWLEDGEMENT

APPLICATION OF HWY 350 CORRIDOR/CENTRAL BUSINESS DISTRICT DESIGN STANDARDS TO DEVELOPMENT PROJECT

Project Name/Address 10805 E. 350 Hwy
 Name of Applicant: Mohd Murayan
 Applicant Address: 10805 E Hwy 350, Raytown MO 64138
 Applicant Phone Number 816.216.9104 Alternate Phone Number _____
 Name of Property Owner (If different): Same
 Property Owner Address _____
 Owner Phone Number 816.216.9104 Alternate Phone Number _____

I HEREBY DECLARE THAT I HAVE BEEN DULY INFORMED OF MY RESPONSIBILITY TO MEET SPECIAL DEVELOPMENT STANDARDS REQUIRED BY THE CITY OF RAYTOWN MUNICIPAL CODE PERTAINING TO MY PROJECT WHICH IS LOCATED WITHIN EITHER THE HWY 350 CORRIDOR OR THE CENTRAL BUSINESS DISTRICT OVERLAY ZONES AND THAT THESE REQUIREMENTS CAN ENTAIL CONSIDERABLE ADDITIONAL INVESTMENT OF TIME, RESOURCES, AND FINANCES TO MEET.

Applicant Signature  Date 10/25/19

Owner Signature _____ Date _____

**CITY OF RAYTOWN
Request for Board Action**

Date: November 7, 2019
To: Mayor and Board of Aldermen
From: Jennifer Baird, City Attorney

Bill No.: 6532-19
Section No.: IV-C-11

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Board of Aldermen approval to repeal various sections and amend other sections of Chapter 2 and Chapter 48 of the City of Raytown's code regarding Emergency Services and ambulance services.

Recommendation: Staff recommends approval as submitted.

Analysis: On April 2, 2019, the residents of Raytown voted to authorize the Raytown Fire Protection District to provide emergency ambulance service within the City of Raytown. The Raytown Fire Protection District obtained the necessary emergency ambulance service license from the State of Missouri and effective November 1, 2019 began operating such services independent of the City of Raytown.

Per the terms of the approved Emergency Medical Services License Transfer Agreement, the City of Raytown completed the transfer of all emergency ambulance service assets.

The proposed ordinance would repeal various sections and amend other sections of Chapter 2 and Chapter 48 of the City of Raytown's code related to the Emergency Services Department and Ambulances Services.

Alternatives: Not approved the proposed repeal and amendments to Chapter 2 and Chapter 48.

Budgetary Impact:

Not Applicable

Additional Reports Attached: Amended Ordinance Chapter 2 and Chapter 48.

AN ORDINANCE REPEALING VARIOUS SECTIONS AND AMENDING OTHER SECTIONS OF THE CITY CODE OF THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI, REGARDING EMS AND AMBULANCE SERVICES

WHEREAS, on September 25, 2018, the City of Raytown, Missouri (“City”) and the Raytown Fire Protection District (“District”) entered into an Emergency Medical Services License Transfer Agreement whereby the City agreed to transfer and the District agreed to accept the transfer of the City’s Emergency Medical Services License and assets; and

WHEREAS, the City and District diligently examined the issue and concluded that certain efficiencies and performance gains are likely to be realized by having a common command and control over emergency medical services (“Services”); and

WHEREAS, the District now has its emergency medical services license, funding and assets to be the sole provider of the Services; and

WHEREAS, since the District will now be the sole provider of the Services, the City wishes to revise its ordinances to remove references to same.

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

SECTION 1 – REPEAL. That the following sections are hereby repealed and deleted in their entirety:

- Chapter 2, Administration, Article IV, Departments, Division 2, Emergency Services Department:
 - Sec. 2-295 – Department created; authority of director;
 - Sec. 2-296 – Duties of director;
 - Sec. 2-297 – Department responsibilities;
 - Sec. 2-298 – Emergency medical services rules and regulations adopted;
- Chapter 48, Vehicles for Hire, Article II, Ambulances:
 - Sec. 48.21 – Scope of services; emergency and nonemergency transport defined;
 - Sec. 48.22 – Ambulance charges;
 - Sec. 48.23 – Exclusivity of service within city;
 - Sec. 48.24 – Nonpayment of ambulance service bill; false request for ambulance a crime

SECTION 2 – AMENDMENT. The Raytown Municipal Code is hereby amended as set forth in Exhibit “A”, which is attached hereto and incorporated herein.

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

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ____ day of November, 2019

Michael McDonough, Mayor

ATTEST:

Teresa Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

EXHIBIT A

Chapter 28 – OFFENSES AND NUISANCES

ARTICLE VIII. – OFFENSES RELATING TO ADMINISTRATION OF JUSTICE

Sec. 28-243. – Resisting or interfering with arrest.

(b) It shall be unlawful for a person to obstruct, hinder, molest, resist or otherwise interfere with any city public safety officer, employee or inspector, including, but not limited to, any health inspector, building code inspector, zoning inspector, property maintenance or nuisances code inspector, illegal dumping inspector, regulated industries investigator or animal control officer, or any officer of the city police department or any member of any other law enforcement agency or police force, or any member of any fire suppression agency or fire district in the discharge of his official duty, including firefighters and fire prevention inspectors.

(c) It shall be unlawful for a person to obstruct, hinder, molest, resist or otherwise interfere with any firefighter, fire suppression personnel, any ambulance contractor providing ambulance service for the city or any first responder in the discharge of his official duty.

Chapter 42 – TRAFFIC AND MOTOR VEHICLES

ARTICLE III. – ENFORCEMENT

Sec. 42-51. – Authority of police officials.

- (a) It shall be the duty of the officers of the police department or such officers as are assigned by the chief of police to enforce all street traffic laws of the city and all of the state vehicle laws applicable to street traffic in the city.
- (b) Officers of the police department or such officers as are assigned by the chief of police are hereby authorized to direct all traffic by voice, hand, or signal in conformance with traffic laws; provided that, in the event of a fire or other emergency or to expedite traffic or to safeguard pedestrians, officers of the police department may direct traffic as conditions may require notwithstanding the provisions of the traffic laws.

Sec. 42-52. – Obedience to police officials.

No person shall willfully fail or refuse to comply with any lawful order or direction of a police officer official.

REDLINE VERSION – NOT PART OF THE ORDINANCE

Below is the full text of the current language in the City Code. Language that has been removed is shown as a strike thru. Language that has been added is shown in bold font and is underlined.

Chapter 2 – ADMINISTRATION

ARTICLE IV. – DEPARTMENTS

~~DIVISION 2. – EMERGENCY SERVICES DEPARTMENT~~

~~Sec. 2-295. – Department created; authority of director.~~

~~———— There is hereby organized and created a department of emergency services and the said department shall be under the direction of the director of emergency services who will supervise and control the department. The director of emergency services is hereby authorized and directed to prescribe rules and regulations concerning the operation of an ambulance service for the city and for emergency management functions as well as for the conduct of the employees of said department, all of which shall be consistent with personnel rules and regulations and all existing ordinances and state statutes.~~

~~(Code 1969, § 2-210; Ord. No. 4225-96, § 1, 12-17-1996)~~

~~Sec. 2-296. – Duties of director.~~

~~———— The director of emergency services shall have the authority and duty to manage and operate the emergency services department of the city; he shall be responsible for the preparation of the budget for said department; he shall prepare and present to the board of aldermen, for approval, an operating policy for said department; he shall supervise the purchase of all materials, supplies and equipment for said department; he shall submit monthly reports to the board of aldermen concerning the activities of said department and keep the board of aldermen advised of the financial conditions and future needs of said department and make such recommendations as he may deem desirable.~~

~~(Code 1969, § 2-211; Ord. No. 4225-96, § 1, 12-17-1996)~~

~~Sec. 2-297. – Department responsibilities.~~

~~———— The department of emergency services shall include ambulance service and emergency management services.~~

~~(Code 1969, § 2-212; Ord. No. 4225-96, § 1, 12-17-1996)~~

~~Sec. 2-298. – Emergency medical services rules and regulations adopted.~~

~~—The city emergency medical services rules and regulations relating to responsibility and authority of personnel; uniforms and dress codes; vehicles; living quarters; communications, paperwork and reports; training; community education; suggested guidelines for care of patient and vehicle during call; life flight field procedure; and response to calls, are hereby accepted, approved and adopted by the city.~~

(Code 1969, § 2-214; Ord. No. 4225-96, § 1, 12-17-1996)

Chapter 28 – OFFENSES AND NUISANCES

ARTICLE VIII. – OFFENSES RELATING TO ADMINISTRATION OF JUSTICE

Sec. 28-243. – Resisting or interfering with arrest.

(b) It shall be unlawful for a person to obstruct, hinder, molest, resist or otherwise interfere with any city public safety officer, employee or inspector, including, but not limited to, any ~~firefighter or other fire suppression employee, fire prevention inspector,~~ health inspector, building code inspector, zoning inspector, property maintenance or nuisances code inspector, illegal dumping inspector, regulated industries investigator or animal control officer, or any officer of the city police department or any member of any other law enforcement agency or police force, or any member of any fire suppression agency or fire district in the discharge of his official duty, including firefighters and fire prevention inspectors.

(c) It shall be unlawful for a person to obstruct, hinder, molest, resist or otherwise interfere with any firefighter, fire suppression personnel, ~~city emergency medical services department staff,~~ any ambulance contractor providing ambulance service for the city's ~~emergency medical services department~~ or any first responder in the discharge of his official duty.

Chapter 42 – TRAFFIC AND MOTOR VEHICLES

ARTICLE III. – ENFORCEMENT

Sec. 42-51. – Authority of police ~~and fire department~~ officials.

- (c) It shall be the duty of the officers of the police department or such officers as are assigned by the chief of police to enforce all street traffic laws of the city and all of the state vehicle laws applicable to street traffic in the city.
- (d) Officers of the police department or such officers as are assigned by the chief of police are hereby authorized to direct all traffic by voice, hand, or signal in conformance with traffic laws; provided that, in the event of a fire or other emergency or to expedite traffic or to safeguard pedestrians, officers of the police department may direct traffic as conditions may require notwithstanding the provisions of the traffic laws.

- (e) ~~Officers of the fire department, when at the scene of a fire, may direct or assist the police in directing traffic thereat or in the immediate vicinity.~~

(Code 1969, § 23-21; Ord. No. 298-70, 10-6-1970; Ord. No. 2364-82, § 9, 3-2-1982)

Sec. 42-52. – Obedience to police ~~and fire department~~ officials.

No person shall willfully fail or refuse to comply with any lawful order or direction of a police officer ~~or fire department~~ official.

(Code 1969, § 23-22; Ord. No. 298-70, 10-6-1970; Ord. No. 2364-82, § 9, 3-2-1982)

Chapter 48 – VEHICLES FOR HIRE¹

¹*State Law reference – Local licensing and regulation of taxicabs and other vehicles for hire in transportation passengers, RSMo 301.340, 94.110, 94.360; regulation of motor carriers, RSMo 390.0121 et seq.; ~~authority to operate ambulance services, RSMo 67.300.~~*

ARTICLE II. – AMBULANCES²

²*State Law reference – ~~Authority to operate ambulance service, RSMo 67.300~~*

~~Sec. 48-21. – Scope of services; emergency and nonemergency transport defined.~~

- (a) ~~The emergency medical services division of the department of emergency services is authorized to operate an ambulance service for both emergency and nonemergency transport of patients.~~
- (b) ~~The term “emergency transport,” as used throughout this article, means transport of a person with a present medical emergency such that immediate ambulance transport is reasonably medically necessary.~~
- (c) ~~The term “nonemergency transport,” as used throughout this article, means transport of any person for any reason not set forth in subsection (b) of this section.~~

(Code 1969, § 24-34; Ord. No. 3945-93, § 4, 12-21-1993; Ord. No. 4225-96, § 16, 12-17-1996; Ord. No. 4454-98, § 1, 12-1-1998; Ord. No. 5384-10, § 1(24-34), 12-21-2010)

~~Sec. 48-22. – Ambulance charges.~~

~~— The director of emergency services shall recommend to the board of aldermen a schedule of ambulance charges, which may be revised and amended each year during the budget process. The fee is approved by the governing body and listed in the schedule of fees and charges maintained in the city clerk’s office.~~

(Code 1969, § 24-34; Ord. No. 3945-93, § 4, 12-21-1993; Ord. No. 4225-96, § 16, 12-17-1996; Ord. No. 4454-98, § 1, 12-1-1998; Ord. No. 5384-10, § 1(24-34), 12-21-2010)

~~Sec. 48-23. — Exclusivity of service within city.~~

- ~~(a) The emergency medical services division of the department of emergency services shall be the exclusive provider of ambulance services within the city, except as provided in subsection (c) of this section.~~
- ~~(b) It shall be unlawful for any ambulance provider other than the denominated in subsection (a) of this section to provide, furnish, operate, maintain, or otherwise engage in or profess to engage in the business of an ambulance service within the city, except as provided in subsection (c) of this section.~~
- ~~(c) This section shall not apply to ambulance services which are either:
 - ~~(1) Owned or operated by an agency of the United States government;~~
 - ~~(2) Rendering requested assistance to ambulances of the city emergency medical services division in cases of disaster or major emergency too great for local resources;~~
 - ~~(3) In response to the provisions of written community mutual aid agreements;~~
 - ~~(4) Rendering assistance when ambulances of the city emergency medical services division are unavailable; or~~
 - ~~(5) Operated from a location or headquarters outside the city and transporting patients who are picked up outside the limits of the city to locations within the city or through the city to other locations.~~~~

~~(Code 1969, § 24-34; Ord. No. 3945-93, § 4, 12-21-1993; Ord. No. 4225-96, § 16, 12-17-1996)~~

~~Sec. 48-24. — Nonpayment of ambulance service bill; false request for ambulance a crime.~~

~~— Any person who shall:~~

- ~~(1) Obtain or receive ambulance services without intending at the time of obtaining or receiving such services to pay, if financially able, the necessary charges. A determination that the recipient of such services has failed to pay for the services rendered for a period of 90 days after request for payment shall create a rebuttable presumption that the recipient of the services did not intend to pay for the services at the time they were obtained or received; or~~
- ~~(2) Knowingly and willfully summon an ambulance or report that an ambulance is needed when such person knows that the services of an ambulance are not needed;~~

~~Shall be deemed guilty of an offense and punished as provided in section 1-22.~~

~~(Code 1969, § 24-37; Ord. No. 3945-93, § 4, 12-21-1993)~~

CITY OF RAYTOWN
Request for Board Action

Date: November 7, 2019
To: Mayor and Board of Aldermen
From: Randy Hudspeth, Interim Police Chief

Bill No.: 6533-19
Section No.: V-A

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: An ordinance approving a Memorandum of Understanding (MOU) with the Jackson County Health Department (JACOHD) for a First Responder Point of Dispensing (POD)

Recommendation: Approve the ordinance.

Analysis: The City of Raytown is requesting to enter into a MOU with the JACOHD. In the event of a public health emergency JACOHD may activate POD's within our jurisdiction. In order to ensure the needs of the public are adequately addressed, JACOHD will provide priority prophylaxis to first responders and their immediate family. This MOU delineates the responsibilities of JACOHD and the Raytown Police Department for activities related to the prophylaxis of first responders and their immediate family in the event of a public health emergency.

Budgetary Impact:

Not Applicable

Additional Reports Attached: A copy of the MOU

AN ORDINANCE AUTHORIZING AND APPROVING A MEMORANDUM OF UNDERSTANDING FOR FIRST RESPONDER POINT OF DISPENSING BY AND BETWEEN JACKSON COUNTY, MISSOURI HEALTH DEPARTMENT AND THE CITY OF RAYTOWN, MISSOURI

WHEREAS, Jackson County Missouri Health Department has provided and desires to enter into a Memorandum of Understanding relating to First Responder Point of Dispensing; and

WHEREAS, the City desires to enter into a Memorandum of Understanding with Jackson County, Missouri Health Department for such purposes;

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

SECTION 1 – APPROVAL OF MEMORANDUM OR UNDERSTANDING. That the Memorandum of Understanding for First Responder Point of Dispensing by and between Jackson County, Missouri Health Department and the City of Raytown, Missouri, attached hereto and incorporated herein, is hereby authorized and approved.

SECTION 2 – AUTHORITY TO EXECUTE. The City Administrator is hereby authorized to execute all documents necessary to this transaction and the City Clerk is authorized to attest to the same.

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

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ____ day of November, 2019.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney



Memorandum of Understanding (MOU) First Responder Point of Dispensing (POD)

This Memorandum of Understanding is entered into this the ____ day of ____, 20__ between the Raytown Police Department and the Jackson County Health Department (JACOHD), affiliated with Truman Medical Center (TMC).

Background/ Recitals

WHEREAS the Center for Disease Control and Prevention (CDC) has established the Strategic National Stockpile (SNS), which includes medical countermeasures and supplies; and

WHEREAS the CDC will provide SNS assets to JACOHD in the event of a public health emergency through the Missouri Department of Health and Senior Services (DHSS); and

WHEREAS JACOHD approves the allocation of a pre-determined quantity of prophylactic medication and/or supplies to Raytown Police Department; and

WHEREAS JACOHD wish to collaborate with Raytown Police Department to enhance its ability to respond to a public health emergency; and

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

I. Purpose

In the event of a public health emergency, JACOHD may activate Point of Dispensing (POD) sites within your department's jurisdiction. In order to ensure the needs of the public area adequately addressed, JACOHD will provide priority prophylaxis to first responders and their immediate family.

Guidelines for defining first responders was set forth by Homeland Security Act of 2002 and defines emergency response providers as "federal, state, and local emergency, public safety, law enforcement, emergency response, emergency medical, and related personnel, agencies, and authorities." Additional first responders identified to receive priority prophylaxis during a public health emergency include: jurisdictional Emergency Operations Center (EOC)/Department Operations Center (DOC), POD staff, Fire, Law, essential Public Health Staff and other ancillary staff. The groups have first priority in receiving prophylactic medication (in addition to their immediate families) as stated in the Jackson County Health Department, Capability 8 Medical Countermeasure Dispensing and Distribution Plan.



- A. This MOU delineates the responsibilities of JACOHD and the Raytown Police Department for activities related to the prophylaxis of first responders and their immediate family in the event of a public health emergency.
- B. This MOU outlines the scope of work between Raytown Police Department and JACOHD.

II. Definitions

- A. **Public Health Emergency** – refers to any event, natural or manmade, that requires immediate public health intervention.
- B. **Mass Prophylaxis** – refers to the administration of health interventions including, but not limited to, antibiotics, vaccines, and antidotes to large numbers of persons to provide protection against disease and/or to prevent the spread of disease in the community.
- C. **First Responders** – refers those individuals who will respond during all stages of an incident of emergency who are responsible for the protection and preservation of life, property, evidence, and the environment. First responders include, but are not limited to, law enforcement, Emergency Medical Services (EMS), fire, other emergency staff, public health staff, and ancillary staff.
- D. **Responder Family Members** – refers to persons living in the immediate household of the employee.
- E. **District Health Director** – refers to the JACOHD individual responsible for the overall management of JACOHD programs and organization. This individual is responsible for coordination with the state to request SNS materials.
- F. **Closed POD Coordinator** – refers to the individual designated to complete chain of custody for SNS materials, coordinate materiel pick up and transport, monitor inventory, and document dispensed and remaining materials. The Closed POD Coordinator should be included as a Point of Contact below.

III. Responsibilities of Jackson County Health Department

- A. During a public health emergency requiring rapid vaccination or the dispensing of prophylaxis medications within the community, JACOHD will assume the primary responsibility for the coordination and distribution of prophylaxis. JACOHD will:
 - 1. Order, manage, and allocate all supplies, vaccines, and prophylaxis from the Strategic National Stockpile (SNS), which is under the control of the District Health Director.
 - 2. Have authorized JACOHD staff available for bulk pick-up of SNS provided materials, vaccines, and prophylaxis to meet the needs of first responders and their family members at no cost to the facility (location for pick-up will be determined at the time of the event).
 - 3. Coordinate prophylaxis with the assigned Closed POD Coordinator for JACOHD.
 - 4. Provide training to Raytown Police Department's employees, in the event that such training is necessary.

IV. Responsibilities of Raytown Police Department

- A. Raytown Police Department will:



1. Once notified that POD location will be activated, immediately provide JACOHD with the exact number of doses required to treat employees, first responders, and their families.
2. Engage qualified staff to, under medical supervision, dispense prophylaxis to its staff, other first responders, and employees' family members during a public health emergency.
 - a. If no qualified staff are available, coordinate with JACOHD to have qualified staff present to dispense prophylaxis.
3. Cooperate in training its employees, when appropriate, to understand the contraindications, precautions, and administration of mass prophylaxis according to established protocol.
4. Provide an assigned Closed POD Coordinator to manage the receipt and pickup of the prophylaxis supplies at a site designated by the department, secure transport of prophylaxis to Raytown Police Department, and manage the distribution of prophylaxis to first responders, staff, and family members.
5. Ensure that all staff involved in the administration of prophylaxis medication or vaccines will first be provided the treatment themselves.
6. Will not expect compensation for the act of providing vaccines or prophylaxis to its patients, employees, or employee families while complying with this agreement, nor charge for materiel provided to the facility.
7. Sign for and assume responsibility for the prophylaxis medication and/or vaccines and maintain them properly (Attachment 1).
8. Maintain documentation of any materials or supplies dispensed in this effort. If applicable, during a federally declared disaster, reimbursement for the cost of those materials will be made according to federal guidelines.
9. Account for any supplies deemed unusable for prophylactic use.
10. Return all unused SNS materials to JACOHD with documentation showing they have been maintained properly, and provide a record of those individuals who received the prophylaxis.
11. Keep the JACOHD informed of any significant changes in the number of employees and/or clients at Raytown Police Department.

V. Duration of the Agreement

This MOU shall remain in place unless otherwise agreed to by both parties for exactly one year from the signing date. This Agreement may be terminated at any time, with sixty (60) days advanced written notification, by either party.

VI. Amendments

This MOU may be amended by written agreement of both parties or by their respective designee. Any alterations to the MOU will need to be signed by both parties before going into effect.



VII. Points of Contact (POC)

A. JACOHD

Name: Katie Maxey
Title: Emergency Response Planner
Phone: 816-404-8136
Email: Katie.Maxey@tmcmed.org

Name: Brad Call
Title: Emergency Response Planner
Phone: 816-404-6432
Email: Don.Call@tmcmed.org

B. Raytown Police Department

Name:	Name:
Title:	Title:
Phone:	Phone:
Email:	Email:

Name:	Name:
Title:	Title:
Phone:	Phone:
Email:	Email:

C. In the event that the designated POC leaves the Raytown Police Department, it will be the responsibility of the Raytown Police Department to inform JACOHD of the changes. MOU updates and signatures will be required.

VIII. Authority to Enter Into Agreement

The persons executing this MOU, on behalf of their respective entities, hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Agreement on behalf of the entity for which they sign.

IX. POD Address(s):

Raytown Police Department
10000 E 59th St.
Raytown, MO 64133



X. Signatures

Effective Date _____ Expiration Date _____

JACOHD Representative

Name

Name

Title

Title

Date

Date

Signature

Signature

Name

Name

Title

Title

Date

Date

Signature

Signature

Raytown Police Department

Name

Name

Title

Title

Date

Date

Signature

Signature



Attachment 1

Safe Storage and Handling of Vaccines

To ensure vaccines maintain effectiveness, proper cold chain management protocol must be followed. To maintain cold chain management, vaccines must be kept between 2.2 and 7.8 degrees Celsius (34-36 degrees Fahrenheit).

AcuTemp freezer off-site containers will be provided for transport and storage of cold chain vaccines to POD locations. When at a POD site, vaccine temperature should be checked every hour to ensure proper temperature range. Vaccines outside of the required temperature are deemed unusable and must be reported to JACOHD immediately.

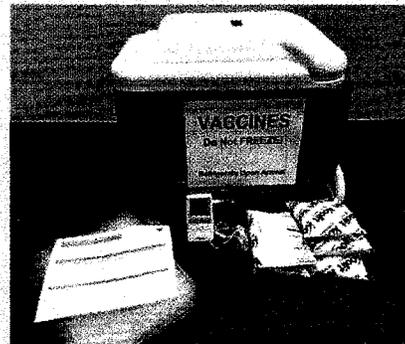
TRANSPORTING REFRIGERATED VACCINE

GUIDELINES FOR EMERGENCY VACCINE TRANSPORT AND SHORT-TERM STORAGE

CDC discourages any vaccine transport. Vaccines should only be transported when absolutely necessary. In an emergency situation, this procedure will keep refrigerated vaccines within the required temperature range for up to eight hours—depending on transport conditions. Call the vaccine manufacturer if you have concerns.

ASSEMBLE PACKING SUPPLIES AND DOCUMENTS

- 1 Hard-sided cooler**
- 2 Conditioned cold packs or conditioned frozen water bottles**
Leave cold packs at room temperature until they perspire (1-2 hours). Frozen water bottles can be placed in lukewarm water until the ice block inside spins freely (fewer than 5 minutes).
- 3 Insulating cushioning material**
Use 2-inch layers of bubble wrap to prevent vaccines from freezing. Do NOT use packing peanuts or other loose material that might shift during transport.
- 4 Data logger**
Retrieve your backup device's buffered probe from the vaccine refrigerator and its digital display.
- 5 Transport Log**
Print a copy of the VFC "Refrigerated Vaccine Transport Log" (IMM-1132).
- 6 Vaccine management plan**
Find the alternate vaccine storage location in your practice's vaccine management plan.





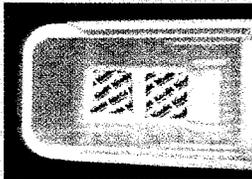
PREPARE FOR TRANSPORT

- 1 Contact the VFC Call Center or your VFC Field Representative for approval to transport vaccine.
- 2 Verify that the alternate vaccine storage location can store all of your vaccines.
- 3 Fill out the top portion of the transport log.
- 4 Remove vaccines from the refrigerator.
- 5 Fill out "Vaccine Inventory Information" on the transport log before proceeding.

Continued on next page

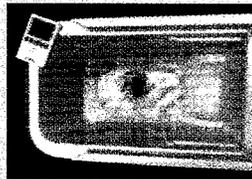
PACK VACCINE AND PREPARE FOR TRANSPORT

- 1 Conditioned cold packs or conditioned frozen water bottles



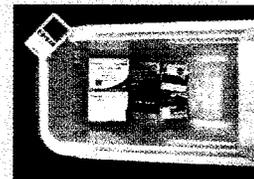
Place the conditioned items to cover only half of the bottom of the cooler.

- 2 Bubble wrap & buffered probe



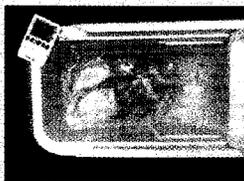
Completely cover the cold packs/frozen water bottles and cooler bottom with a 2-inch layer of bubble wrap. Place the buffered probe on top of the bubble wrap—directly above a cold pack.

- 3 Vaccines



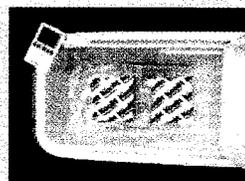
Layer vaccine boxes on the bubble wrap and probe. Do NOT let vaccine boxes touch the conditioned items.

- 4 Bubble wrap



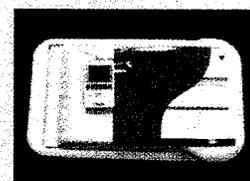
Completely cover vaccines with another 2-inch layer of bubble wrap.

- 5 Conditioned cold packs or conditioned frozen water bottles



Place conditioned cold packs or frozen water bottles to cover only half of the bubble wrap. Do NOT let any vaccine boxes touch the conditioned items.

- 6 Bubble wrap, transport log, display



Layer bubble wrap to the top of the cooler. Close the cooler.

Record the temperatures before departure on the transport log.

Carefully attach the digital display and log to the top of the cooler.



Jackson County Health Department
Point of Dispensing
Security Memorandum Of Understanding (MOU)

Jackson County Health Department (JACOHD) is the primary coordinating entity in Eastern Jackson County when responding to a public health emergency requiring the distribution of mass prophylaxis. JACOHD will operate under the procedures of the National Incident Management System (NIMS) and Incident Command Systems (ICS).

The purpose of this MOU is to establish a written agreement concerning POD security between JACOHD and Raytown Police Department (RPD).

In the event of a public health emergency, JACOHD will scale its response to meet the needs of the community and the JACOHD Incident Commander will assume control of a public health response. RPD will otherwise provide appropriate POD security, scaled to the severity of the incident. See security plan for details on ICS structure and positions.

In the event of a public health emergency prompting the activation of a POD site(s) within Raytown, the RPD agrees to provide security for JACOHD in the following capacity:

1. Police escort of medical supplies, equipment, and personnel (if applicable) from the RSS site to the established POD site(s) within Raytown.
2. If the RPD has specialized units that would assist in their security response, RPD will be responsible for the activation and direction of said units.
3. Assist in securing both the exterior and interior of the activated POD site(s).
4. Provide security of prophylactic medical material throughout POD operations.
5. Monitor exterior perimeter of POD location(s) and address any criminal activity or civil unrest issues resulting from the incident.
6. Provide pedestrian traffic control at primary entrance and/or exit and vehicle traffic control in parking areas in the capacity of law enforcement activities.
7. RPD will develop site-specific security plans for identified POD site(s) within Raytown.
8. Security responses should be scaled based on the scope of the incident.

Raytown Police Department will enforce all applicable federal, state, and local ordinances while using the appropriate level of force prior to, during, and after dispensing operations. Site security plan details and procedures can be viewed in site specific Security Plans.

In the event that Raytown Police Department is unable to provide sufficient staffing for the responsibilities listed above, JACOHD would request the assistance of the Jackson County Sheriff Department through an established Security MOU.



Jackson County Health Department
 Point of Dispensing
 Security Memorandum Of Understanding (MOU)



The signatures on this page signify that Raytown Police Department agrees to the terms of security outlined above in the event that the Jackson County Health Department activates a POD site(s) in Raytown, Missouri.

Effective Date 05/21/2019

Expiration Date 05/21/2020

Printed Name: Randy Hudspeth Signature: [Signature] Date: 5-21-19
 Title: Chief of Police Organization: Raytown Police Dept.

Printed Name: Don Bradley Call Signature: [Signature] Date: 5-21-2019
 Title: Emerg. Resp. Planner Organization: JACOHD

Printed Name: Charles L Cahillia Signature: [Signature] Date: 5/21/19
 Title: Division Manager Organization: JACOHD

Printed Name: Kate Maxey Signature: [Signature] Date: 5/21/19
 Title: Response planner Organization: JACOHD

AN ORDINANCE AUTHORIZING AND APPROVING A CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE KANSAS CITY AREA TRANSPORTATION AUTHORITY AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$60,237.00 FOR FISCAL YEAR 2019-2020

WHEREAS, the City of Raytown (the "City") is a city of the fourth class, with the authority pursuant to Chapter 70 of the Revised Statutes of the State of Missouri to enter into agreements with other political subdivisions; and

WHEREAS, the Kansas City Area Transportation Authority ("KCATA") is a body corporate and politic and a political subdivision of the states of Missouri and Kansas with the authority to enter into agreements with other political subdivisions; and

WHEREAS, a sound, efficient and viable public transportation system is essential to the socioeconomic well being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the City desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

WHEREAS, the public transportation facilities and services of most immediate concern are those estimated to be provided by the KCATA at a deficit, described generally in amounts and, more specifically, by formula set forth in Attachment "A" adopted in January, 1976, modified in August, 1977, revised in January, 1983, and December, 1997; and

WHEREAS, the City of Raytown desires to enter into an agreement with the KCATA for transit services as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

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

SECTION 1 - APPROVAL OF CONTRACT. That the Contract for Transit Services by and between the Kansas City Area Transportation Authority and the City of Raytown, Missouri, attached hereto and incorporated herein by reference, is hereby authorized and approved in an amount not to exceed \$60,237.00.

SECTION 2 - EXECUTION OF CONTRACT. That the City Administrator is authorized to execute the Contract and all documents necessary to the performance thereof, and the City Clerk is authorized to attest to the same.

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

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ____ day of November 2019.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

**CITY OF RAYTOWN
Request for Board Action**

Date: November 8, 2019
To: Mayor and Board of Aldermen
From: Missy Wilson, Assistant City Administrator

Bill No.: 6534-19
Section No.: V-A

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Approve the fiscal year 2019-2010 KCATA contract for the Transit Services in Raytown.

Analysis: This is a demand-response public transportation service (Metro Service) that the City has provided under contract with the KCATA since April 2001. KCATA has Route #399-Raytown Flex and RideKC Freedom servicing the citizens of Raytown. Route #399 Full Fare is \$1.50 one-way fare/\$50 monthly pass or Reduced Fare (youth, Seniors 65 yr. old, and persons with disabilities) is \$0.75.

The hours of operation for the Route #399 are from 6:00 a.m. to 10:00 a.m.; and from 2:30 p.m. to 6:30 p.m., Monday through Friday. The proposed agreement would maintain that level of service at a cost of \$60,237.00. The operational cost is within the amount budgeted by the City for this service. This contract will be for a 12-month period that mirrors the City's budget year.

Alternatives: The City could choose not to participate in the Transit Service and risk losing this benefit for our citizens.

Budgetary Impact:

- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount Requested: \$60,237.00
Account: 204-00-00-100-53999
Fund: Transportation Sales Tax
Budget: \$60,237.00

KANSAS CITY AREA TRANSPORTATION AUTHORITY

Contract for Transit Service

RAYTOWN, MISSOURI

THIS CONTRACT, entered into this _____ day of _____, 2019, by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the "KCATA"), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas, and **RAYTOWN, MISSOURI** (hereinafter referred to as the "Community").

WITNESSETH:

WHEREAS, a sound, efficient and viable public transportation system is essential to the socioeconomic well being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the Community desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

WHEREAS, the public transportation facilities and services of most immediate concern are those estimated to be provided by the KCATA at a deficit, described generally in amounts and, more specifically, by formula set forth in Attachment "A" adopted in January, 1976, modified in August, 1977, revised in January, 1983, and December 1997.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

A. Public Mass Transit Service

1. The Community requests public transportation services (hereinafter referred to as "Contract Service"), set forth in Attachment "B", be operated by the KCATA for the period November 1, 2019, through October 31, 2020, unless sooner terminated under Paragraph "7" of this Contract.
2. The level of service as generally set forth in Attachment "B" shall not be changed or be modified without the consent of the Community.
3. The computations and, more specifically, the formula contained in Attachment "A" attached hereto and made a part hereof, are the accepted methods for the determination of the estimated deficit of the Community.
4. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **\$60,237** estimate is based on

**Raytown - Twelve-Month Contract
November 1, 2019 – October 31, 2020**

the following components of cost and revenue to applied to this Agreement:

Local Service Cost	\$85,661
Passenger Revenue	<u>\$(3,801)</u>
Estimated Operating Loss	\$81,860
Less: Federal PM	(24,289)
Less: Missouri	(1,272)
Local Operating Share	\$56,299
Local Capital Share	<u>\$3,938</u>
Total Local Share	\$60,237

5. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract shall be the sum of **\$60,237**. If the actual total deficit and other factors are such that the KCATA deems the full Local Share is not required, the KCATA may require payment of less than the total Local Share or reimburse the Community for a portion of the Local Share previously paid.
6. The method of payment of the Local Share provided for in Paragraph "4" is as follows:
 - a. The Community's monthly Local Share will be one-twelfth (1/12) of the Community's portion of the estimated total deficit amount.
 - b. The KCATA will invoice the Community for ninety percent (90%) of Community monthly Local Share by the 15th of the month preceding the month service will be provided. The Community is required to remit ninety percent (90%) of the monthly Local Share by the first of the month service will be provided.
 - c. By the 20th of the month following the month in which service was provided, the KCATA will provide the City's Director of Development and Community Affairs, or the City Designee, with reports showing service capital and operating costs and revenue for Contract Services. The report will also provide a reconciliation of subsidy amounts with the advance payment provided to in Sub-paragraph "b". The report will detail Local Share and Federal and State Share amounts used to cover the month's service deficit. Any balance of Local Share subsidy required by the reconciliation will be invoiced at this time, to be paid within ten days.
 - d. For the month of December, the monthly report and reconciliation provided for in Sub-paragraph "c", will not be prepared until the completion of the KCATA's annual audit. The invoice of November 15, provided for in Sub-paragraph "b" will require payment of the unexpended balance of the Community's Local Share.
7. When the estimated total operating loss of **\$81,860** is reached, KCATA's obligation to furnish services shall terminate. If the actual operating loss exceeds the estimated

**Raytown - Twelve-Month Contract
November 1, 2019 – October 31, 2020**

operating loss in any two consecutive months of service, KCATA shall notify the Community. The Community and KCATA may mutually agree to amend this Contract to provide additional operating subsidy or to adjust the level of service so that the cost of such service will not exceed the contractual subsidy. If the Community and KCATA cannot agree on how to address the situation and costs do exceed the estimated loss, KCATA may terminate the service with sixty (60) day notice.

8. If for any reason the KCATA is unable to obtain the federal or state assistance, and/or the State of Missouri Public Transit Operating Assistance Grant as provided for in Paragraph "4" of this Contract, the Community will be immediately notified, and this contract will be amended to provide additional Local Share subsidy or to adjust the level of service. If a satisfactory amendment is not agreed to after a reasonable period, KCATA's obligation to furnish services will terminate.
9. The KCATA shall indemnify, save and hold the Community harmless from any and all damage, loss or liability of any kind whatsoever arising out of this Contract, including, but not limited to, any loss occasioned by reason of any injury to property or third persons occasioned, in whole or in part, by any act, omission, neglect or wrongdoing of the KCATA, or any of its officers, agents, representatives or employees. At its own cost and expense, the KCATA will defend all losses arising there from.
10. The Community recognizes that the KCATA, as the principal public transportation operator in the region, is obligated to conform to various regulations and requirements of the Federal Transit Administration in order to maintain its eligibility for financial assistance pursuant to the Federal Transit Act. In this regard, the Community agrees to cooperate with the KCATA in meeting said regulations and requirements and will not require the KCATA to violate said regulations and requirements. The Community will also cooperate with reasonable requests of the KCATA, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.
11. The Community, at its expense, shall have the right to cause an audit to be made of the books and records of the KCATA, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.
12. KCATA, at the direction of the Community, is reviewing the feasibility of alternative service options in order to improve customer service and efficiency. This includes modifications to the existing flex service, fixed-route options, and on-demand options. This analysis will be reviewed with the Community to inform future contracts.

B. Americans with Disabilities Act of 1990 Special Service Provision

**Raytown - Twelve-Month Contract
November 1, 2019 – October 31, 2020**

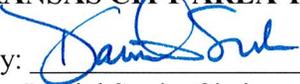
WHEREAS, a contractual relationship with Raytown requires that the Community not require the KCATA to provide public transit services that are in conflict with the American with Disabilities Act of 1990 and subsequent federal regulations regarding compliance with this law, it is agreed:

1. The KCATA shall perform all functions necessary for the administration, management and operation of Complementary Paratransit inside the City of Raytown.
2. The Complementary Paratransit shall be provided through the department of the KCATA known as RideKC Freedom, and these services shall be called RideKC Freedom service inside Raytown.
3. Complementary Paratransit is defined in 49 C.F.R. Part 37. In general, Complementary Paratransit is required to provide a comparable level of service whereby when all aspects of a transportation system are analyzed, equal opportunities to use the transportation system exist for all persons - individuals with and without disabilities.
4. Raytown shall reimburse the KCATA for the net cost to the KCATA, which is paid by the KCATA to its contractors that provide the transportation services inside Raytown. Raytown shall not be charged for the KCATA's administrative or dispatching expenses related to the service.
5. There will be a \$5.00 fare per trip charged to participants using RideKC Freedom service inside Raytown.
6. The KCATA shall render invoices to the City which shall include information on the number of Raytown RideKC Freedom participants, the number of trips provided of each type (ambulatory or non-ambulatory), the average cost for each type of trip, the average trip length of each type of trip, the total cost, and the net cost.
7. In no way does this contract obligate the KCATA to ensure that any other services provided by Raytown, are in compliance with the Americans with Disabilities Act (ADA) of 1990 or subsequent regulations.

**Raytown - Twelve-Month Contract
November 1, 2019 – October 31, 2020**

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

KANSAS CITY AREA TRANSPORTATION AUTHORITY

By: 
Daniel Serda, Chairman of the Board of Commissioners

ATTEST:

By: 
Witness

COMMUNITY OF RAYTOWN, MISSOURI

By: _____
Name & Title: _____

ATTEST:

By: _____
Witness

ATTACHMENT "A"

REVENUE AND COST ALLOCATION PROCEDURES

The procedure to be used in determining passengers, direct operating expenses, indirect operating expenses, farebox revenue, and estimated loss for transit service shall be as follows:

- A. Passengers and Revenue** - The number of passengers and the amount of revenue reported will be derived from electronic farebox reports.
1. Revenue figures are computed as follows:
 - a. Total Fare Revenue is the total farebox revenue plus pass sales proration.
 - b. Pass Sales proration for a line is the Pass Sales Revenue multiplied by a pass utilization factor as determined by data from electronic fareboxes.
 2. Passenger types - definitions
 - a. Intra-city passenger - a passenger boarding and alighting in the same jurisdiction.
 - b. Inter-city passenger - a passenger who boards in one jurisdiction and alights in another.
 3. Computation of inter-city and intra-city passengers
 - a. Intra-city passengers for each subsidizing jurisdiction will be determined by multiplying total passengers by the appropriate intra-city passengers ratios as determined by periodic activity checks. An intra-city passenger ratio is the ratio of passengers who both board and alight a bus within that community to total route passengers on the line.
 - b. Inter-city passengers for the route will be determined by subtracting the intra-city passengers from the total route passengers.
- B. Direct Operating Expenses** - Each route shall be charged direct labor and benefits on the basis of scheduled pay hours (including allowances, spread, guarantee, and overtime) times the fully burdened operator cost per hour of service for each type of bus used (Large, Small, or Metroflex). Each route shall be charged fuel and tire expense for the same type of bus used (Large, Small or Metroflex) in the proportion of route miles per type of bus to total system miles for the same type of bus.
- C. Indirect Operating Expenses** - Indirect operating expenses shall be allocated to each route

**Raytown - Twelve-Month Contract
November 1, 2019 – October 31, 2020**

on the ratio of route miles to total system miles for the same type of bus used (Large, Small, or Metroflex). Indirect operating expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expense, and a contribution to self-insured reserves for revenue vehicle and workers compensation.

D. Estimated Net Income or Loss - Intra-City Routes - Estimated net income or loss for each route shall be calculated by subtracting total fare revenue for each route from the total operating expenses for each route.

E. Allocation of Net Income or Loss on Inter-City Routes.

1. Suburban Express Routes

- a. A suburban express route is a route or portion of a route that is designed to serve inter-city passengers and suburban community intra-city passengers, and does not serve Kansas City, Missouri, intra-city passengers.
- b. Net income or net losses of inter-city routes shall be prorated among the subsidizing jurisdictions by calculating the net loss per passenger (total operating expense less total fare revenue) and then multiplying the net loss per passenger by the number of passengers boarding in each jurisdiction.

2. Local Service Inter-City Routes

- a. A local service inter-city route is a route designed to serve Kansas City, Missouri, intra-city passengers, as well as inter-city passengers and suburban community intra-city passengers.
- b. Revenue shall be credited among subsidizing jurisdictions by assigning intra-city passenger revenue to the jurisdiction in which the trips are made. Inter-city passenger revenue shall be assigned by calculating the revenue per inter-city passenger and then by multiplying the revenue per inter-city passenger by the number of inter-city passengers boarding in each jurisdiction.
- c. Operating costs shall be allocated among subsidizing jurisdictions as follows:
 - (1) Direct labor costs shall be allocated on the basis of operator cost per hour of service multiplied by the actual time operated in each jurisdiction.
 - (2) Fuel and tire expense in the proportion of miles in each jurisdiction to total system miles.
 - (3) Indirect operating expense in the proportion of miles in each jurisdiction to total system miles.

**Raytown - Twelve-Month Contract
November 1, 2019 – October 31, 2020**

- d. The Net Income or Loss for each jurisdiction is calculated as the sum of direct labor cost, fuel and tire expense, and indirect operating expense, less passenger revenue credit.

- F. Capital Expense** - Each jurisdiction will be charged capital expense, prorated on community miles to system miles, to be used for the acquisition of buses, facilities and other equipment. The capital charge may be used for the purchase of vans for a vanpool operation that will facilitate in providing a regional transit system. Such vanpool operation must provide service to or from the Community that is reasonable when compared to the amount of the Community's capital contribution for the vans.

- G. Enclave Communities** - Local service inter-city routes operating from a part of Kansas City, Missouri, through another jurisdiction and into another portion of Kansas City, Missouri, will be treated differently for the allocation of Net Income or Loss. The Net Income or Loss for the intermediate (enclave) jurisdiction will be based on 50% of the calculated cost for that jurisdiction per Item "E". The remaining 50% of the calculated cost within the intermediate jurisdiction will be allocated to Kansas City, Missouri.

- H. For Service Implemented After December 31, 1997** – Service implemented after December 31, 1997, that is above the service level that exists as of December 31, 1997, will be allocated costs as stated in other sections of this Attachment, except for Indirect Operating Expenses. Indirect Operating Expenses shall be allocated to such service based on 45 percent of the ratio of route miles to total system miles for each type of bus. Indirect Operating Expenses include all expenses except direct labor and fuel and tire expense; such as maintenance cost, vanpool operations, administrative and overhead expense, etc.

ATTACHMENT "B"

CITY OF RAYTOWN

CONTRACT SERVICE

One route will provide service within the Raytown city limits. Service, including peak and mid-day is as follows:

Route #399--Raytown Flex provides demand-response service throughout all of Raytown and parts of Kansas City, Missouri, Monday through Friday, 6:00 a.m. to 10:00 a.m. and 2:30 p.m. to 6:30 p.m. Service will be provided with 1 bus. Reservations may be requested by calling the KCATA “Metroflex” office at (816) 346-0802.

- **Full Fare:** \$1.50 one-way fare/\$50 monthly pass
- **Reduced Fare:** \$0.75 reduced one-way fare/\$25 reduced monthly pass
 - Reduced fares are available for Medicare Cardholders, youths 12 to 18 years of age, seniors 65 years old and over, and persons with disabilities. One must present a Metro Reduced Farecard or Medicare Card to purchase a reduced fare or a reduced fare monthly pass. Applications for the Metro Reduced Farecard are available through calling (816) 221-0660.

ATTACHMENT "C"

PERFORMANCE MONITORING

1. The KCATA agrees to provide timely information on all transit related matters affecting the City to the City’s designated transit liaison.
2. The KCATA and the City will work together to seek additional funding opportunities to support transit service in Raytown.

CITY OF RAYTOWN
Request for Board Action

Date: November 7, 2019
To: Mayor and Board of Aldermen
From: Captain Dyon Harper

Resolution No.: R-3247-19

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____



Action Requested: A resolution approving expenditures in excess of \$15,000.00 with Johnson County, Missouri Sheriff's Department.

Recommendation: Approve the resolution.

Analysis: On June 14, 2019, the City entered into a contract with Johnson County Missouri Sheriff's Department to provide housing for our inmates. The contract will terminate on June 30, 2021. The Police Department is requesting approval to provide payment of invoices to the Johnson County Missouri Sheriff's Department for fiscal year 2019-2020.

Alternatives: Default on the current contract and seek immediate bids for an alternate vendor.

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: \$19,500.00

Department: Police

Fund: Professional Services – Booking 101-32-00-100-52250

Additional Reports Attached: Copy of current contract and copy of Resolution R-3211-19

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT FOR INMATE SECURITY HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY MISSOURI SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$19,500.00 FOR FISCAL YEAR 2019-2020

WHEREAS, the Police Department issued an invitation to bid for Inmate Security Housing Services for the proper inmate housing of prisoners on April 25, 2019; and

WHEREAS, the Police Department received one (1) bid in response to the invitation and has determined that the bid submitted by Johnson County Missouri Sheriff's Office was the most advantageous bid received; and

WHEREAS, in order to provide for such inmate housing, the Police Department desires to continue an agreement with Johnson County Missouri Sheriff's Office for fiscal year 2019-2020; and

WHEREAS, the Board of Aldermen find it is in the best interests of the City of Raytown to enter into such agreement in an amount not to exceed \$19,500.00 for fiscal year 2019-2020;

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

THAT the Agreement for Inmate Security Housing Services, in an amount not to exceed \$19,500.00, by and between Johnson County Missouri Sheriff's Office and the City of Raytown, Missouri in substantially the same form as attached hereto, marked Exhibit "A" and incorporated herein by reference is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents necessary and to take any and all actions necessary to effectuate the terms of the Agreement.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 12th day November, 2019.

Michael McDonough

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

State of Missouri
Johnson County Sheriff's Office



Scott W. Munsterman
Sheriff

I understand and agree to the conditions described in the Proposed Detention Agreement provided to me by Johnson County Sheriff Scott Munsterman. The undersigned agrees to pay \$45.00 per day per inmate incarceration, \$20.00 for fuel surcharge per transport vehicle. I understand that if we request an inmate be picked up or delivered, the request must be made prior to 0600 hrs for the day time run and 1800 hrs on the evening run. If we make a request for pickup or delivery after the specified times, then it will be our responsibility to transport the inmate to the Detention Facility. I understand the Johnson County Sheriff's Office makes no guarantee to me or my Agency that bed space will be available. I agree that my Agency will call the Johnson County Detention Center to verify space is available and to request that space be reserved for our inmate(s) prior to delivering them to the Detention Facility.

I also understand the decision to house inmates rests solely on the Johnson County Jail Administrator or his/hers designated person. I understand an inmate or inmates may be refused based on past behavior issues, security concerns, and medical problems to include physical and mental issues. Any inmate with medical or mental issues will not be sent to the Johnson County Detention Facility without either prior approval by the Johnson County Jail Administrator or his/hers designated person or having been cleared by qualified medical personnel stating in writing that the inmate is fit for confinement.

Having read the Proposed Detention Agreement, I agree to the service fees and conditions stated in said document as it pertains to the housing and transporting of our inmates to and from our facility to the Johnson County Jail.

Damon L. Wood
Authorized Agent of the City.

DATE 6/14/2019

Jessam Honey
City Clerk

DATE 6/14/2019

I hereby attest Damon L. Wood has the authorization on behalf of the City or County of Raytown to enter into this agreement.

This agreement shall be in effect for a period of twelve months beginning July 1, 2019 and will continue until June 30, 2021, unless it becomes necessary to modify such agreement. If a change is required then you or your Agency will be notified within 60-days of the changes taking effect.

Please returned signed agreement to:

Sheriff Scott Munsterman
Johnson County Sheriff's Office
278 S.W. 871 Road
Centerview, Mo. 64019

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT FOR INMATE SECURITY HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY MISSOURI SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$14,500.00 FOR FISCAL YEAR 2018-2019

WHEREAS, the Police Department issued an invitation to bid for Inmate Security Housing Services for the proper inmate housing of prisoners; and

WHEREAS, the Police Department received one (1) bid in response to the invitation and has determined that the bid submitted by Johnson County Missouri Sheriff's Office was the most advantageous bid received; and

WHEREAS, in order to provide for such inmate housing, the Police Department desires to continue an agreement with Johnson County Missouri Sheriff's Office for fiscal year 2018-2019; and

WHEREAS, the Board of Aldermen find it is in the best interests of the City of Raytown to enter into such agreement in an amount not to exceed \$14,500.00 for fiscal year 2018-2019;

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

THAT the Agreement for Inmate Security Housing Services, in an amount not to exceed \$14,500.00, by and between Johnson County Missouri Sheriff's Office and the City of Raytown, Missouri in substantially the same form as attached hereto, marked Exhibit "A" and incorporated herein by reference is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents necessary and to take any and all actions necessary to effectuate the terms of the Agreement.

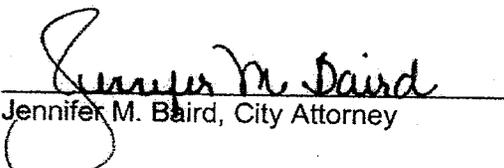
PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 4th day June, 2019.


Michael McDonough

Approved as to Form:

ATTEST:


Teresa M. Henry, City Clerk


Jennifer M. Baird, City Attorney

**CITY OF RAYTOWN
Request for Board Action**

Date: November 7, 2019
To: Mayor and Board of Aldermen
From: Capt. Candice Schwarz

Resolution No.: R-3248-19

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested))

City Administrator Approval: _____

Action Requested: Approve spending with a single vendor in excess of \$15,000.00 per City purchasing policy.

Recommendation: Approve the resolution.

Analysis: The Police Department's use and dependence on technology has grown exponentially over the past decade. This increase is due to changes in the law enforcement industry itself, as well as increased reliance on IT systems for conducting day to day business. These IT systems have become absolutely critical to the function of the Police Department.

The Police Department's budget included appropriation for managed services in the amount of \$105,600.00 in the fiscal year 2019-2020 budget.

In September 2018, the Department broadcast a request for proposal for IT Managed Services. At the conclusion of the selection process, MDL Technology was chosen as the Managed Services provider for the Police Department with the approval of the Board of Aldermen. In December 2018, a contract was signed with MDL guaranteeing the agreed upon service rates for three years. MDL Technology bills monthly and the total cost for fiscal year 2019-2020 will be \$105,600.00.

Alternatives: Not approve the resolution and operate without IT Managed Services.

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:	\$105,600.00
Fund:	General
Department:	Police
Account Number(s):	101-32-00-100-53644

Additional Reports Attached: Sample Monthly invoice, Quote for the purpose of showing annual cost.

A RESOLUTION AUTHORIZING AND APPROVING AN EXPENDITURE OF FUNDS WITH MDL TECHNOLOGY, LLC FOR INFORMATION TECHNOLOGY-RELATED SERVICES IN AN AMOUNT NOT TO EXCEED \$105,600.00 FOR FISCAL YEAR 2019-2020

WHEREAS, the City of Raytown, Missouri, (the "City") issued its Request for Proposals for information technology-related services on September 12, 2018; and

WHEREAS, the City received two (2) bids in response to its Request for Proposal for information technology-related services; and

WHEREAS, the bid received from MDL Technology, LLC was reviewed and was determined to be reasonable and meet the qualifications specified; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has required Board of Alderman 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 City to continue to utilize the services of MDL Technology, LLC to perform information technology-related services for fiscal year 2019-2020 in an amount not to exceed \$105,600.00;

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

THAT the expenditure of funds to continue to utilize MDL Technology, LLC to perform information technology-related services for fiscal year 2019-2020 in an amount not to exceed \$105,600.00 is hereby authorized and approved; and

FURTHER THAT the City Administrator is authorized to execute all agreements or documents necessary to approve the expenditure of funds authorized 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 12th day of November, 2019.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M.. Baird, City Attorney



MDL Technology, LLC

PO Box 658

Liberty, MO 64069-0658

816-781-3006

COPY

Invoice

Date	Invoice #
11/1/2019	30120024

Bill To
Raytown Missouri Police Department 10000 E 59th Street Raytown, MO 64133

Ship To
Raytown Missouri Police Department 10000 E 59th Street Raytown, MO 64133

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 15		11/1/2019	UPS		

Quantity	Item Code	Description	Price Each	Amount
60	Platinum Level	Discounted Desktop Platinum [11/01/2019 - 11/30/2019] Peace of Mind 11/01/2017 - 10/31/2021	80.00	4,800.00
10	Platinum Level	Server Platinum [11/01/2019 - 11/30/2019] Peace of Mind 11/01/2017 - 10/31/2021	400.00	4,000.00

Total	\$8,800.00
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Quote

Quote Number: 1077

Payment Terms:
Expiration Date: 11/29/2019

Quote Prepared For

Candice Schwarz
Raytown Missouri Police Department
 10000 E 59th Street
 Raytown, MO 64133
 Phone:816-737-6172
 schwarzc@raytownpolice.org

Quote Prepared By

Mark Dyer
MDL Technology
 1102 Grand Avenue, Suite 1100
 Kansas City, MO 64106
 United States
 Phone:816-781-3006
 Fax:816.817.6802
 mdyer@mdltechnology.com

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
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1)	10	Platinum Managed Services Plan-Server Annual all-inclusive support and maintenance plan for the Raytown Police department's Windows servers and network infrastructure.	\$4,800.00	\$4,800.00	\$48,000.00
2)	60	Managed Services Platinum Plan - Workstations Annual all-inclusive support plan for the Raytown Police Department's computer workstations and laptops	\$960.00	\$960.00	\$57,600.00

Yearly Total					\$105,600.00
Subtotal					\$105,600.00
Total Taxes					\$0.00
Total					\$105,600.00

Authorizing Signature _____

Date _____

Interest Charges on Past Due Accounts and Collection Costs Override amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

CITY OF RAYTOWN
Request for Board Action

Date: November 7, 2019
To: Mayor and Board of Aldermen
From: Captain Candice Schwarz

Resolution No.: R-3249-19

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: Approve spending with a single vendor in excess of \$15,000.00 per City purchasing policy.

Recommendation: Approve the Resolution

Analysis: Harris Computer-Global Software is our Records Management System and Computer Aided Dispatch system vendor. These systems were installed in 2005 and at the time of implementation included 5 years of support, which expired in 2010. The maintenance support plan is now a reoccurring budgeted annual expense.

This support plan is critical to the Department's function as these systems directly affect how we respond to calls and investigate crimes.

Alternatives: Discontinue support plan and when a repair or update is needed, pay the amount due for back maintenance and associated late fees. Support may not be purchased on an hourly or as needed basis.

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: \$52,234.00
Fund: General
Department: Police-Computer Services
Account Number: 101-32-00-100-53644

Additional Reports Attached: Harris Computer-Global Software Quote & Agreement

A RESOLUTION AUTHORIZING AND APPROVING AN ANNUAL MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN AND HARRIS COMPUTER-GLOBAL SOFTWARE IN AN AMOUNT NOT TO EXCEED \$52,234.00 FOR FISCAL YEAR 2019-2020

WHEREAS, the City of Raytown utilizes records management and computer-aided dispatch systems; and

WHEREAS, maintenance of such systems is necessary for response to calls and investigation of crimes; and

WHEREAS, the Board of Aldermen find that it is in the best interest of the City of Raytown to enter into a Maintenance Agreement with Harris Computer-Global Software, attached hereto as Exhibit "A", for maintenance of its records management and computer-aided dispatch system in amount not to exceed \$52,234.00;

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

THAT the Maintenance Agreement by and between the City of Raytown and Harris Computer-Global Software, attached hereto as Exhibit "A", for maintenance of its records management and computer-aided dispatch system in an amount not to exceed \$52,234.00 is hereby authorized and approved; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 12th day of November, 2019.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney



HARRIS



Quote
Date
Page

QUOTE00270
10/22/2019
1 of 1

Remit To: Global Software
PO Box 74007259
Chicago, IL 60674-7259

Bill to

Raytown Police Dept.
Accounts Payable
10000 East 59th Street
Raytown, MO 64133
USA

Ship To

Raytown Police Dept.
Accounts Payable
10000 East 59th Street
Raytown, MO 64133
USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	RAY1201		DELIVERY	Receipt

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	NOTE	Annual Maintenance Renewal Quote: February 2020 to January 2021	US\$ 0.00	US\$ 0.00
1.00	GL-CAD	Global CAD Dispatch	US\$ 14,655.00	US\$ 14,655.00
1.00	GL-CAD-INT	911 Interface	US\$ 732.00	US\$ 732.00
1.00	GL-CAD-INT	Fax Interface	US\$ 4,393.00	US\$ 4,393.00
1.00	GL-CAD-INT	State/NCIC	US\$ 1,547.00	US\$ 1,547.00
1.00	GL-CAD-INT	CommSys	US\$ 1,275.00	US\$ 1,275.00
1.00	GL-RMS	Global Records	US\$ 14,655.00	US\$ 14,655.00
1.00	GL-RMS	State Accident Report	US\$ 1,468.00	US\$ 1,468.00
1.00	GL-RMS	IBR Interface	US\$ 1,468.00	US\$ 1,468.00
1.00	GL-RMS	Court Management	US\$ 1,468.00	US\$ 1,468.00
1.00	GL-MOBILE	mReach Server	US\$ 1,468.00	US\$ 1,468.00
1.00	GL-MOBILE	mReach Client	US\$ 4,393.00	US\$ 4,393.00
1.00	GL-MOBILE	mReach Mapping	US\$ 1,082.00	US\$ 1,082.00
1.00	GL-MOBILE	mTrak Client	US\$ 1,082.00	US\$ 1,082.00
1.00	GL-CAD	LETS Interface	US\$ 1,274.00	US\$ 1,274.00
1.00	GL-RMS	LiveScan Interface	US\$ 1,274.00	US\$ 1,274.00
Invoice Questions? Please call 1-888-847-7747; or Please email ar@globalsoftwarecorp.com			Subtotal	US\$ 52,234.00
			Misc	US\$ 0.00
			Tax	US\$ 0.00
			Freight	US\$ 0.00
			Trade Discount	US\$ 0.00
			Total	US\$ 52,234.00

Annual Maintenance Terms

GLOBAL SOFTWARE, SLEUTH SYSTEMS, and TAC10, also operating under the brand of GLOBAL PUBLIC SAFETY, will provide the CUSTOMER maintenance services for the Software licensed through GLOBAL SOFTWARE. Annual Maintenance consists of approved product enhancements, error corrections, and telephone assistance via GLOBAL SOFTWARE'S Customer Support Center. GLOBAL SOFTWARE will provide the CUSTOMER said maintenance under the following agreed upon terms and conditions:

- The CUSTOMER agrees to subscribe to Annual Maintenance for a period of **one (1) year** on a fee basis. **The CUSTOMER may cancel the next year's Annual Maintenance upon thirty (30) days prior emailed notice to AR@GlobalSoftwareCorp.com.** In the event such notice is not timely received, GLOBAL SOFTWARE will automatically extend the Annual Maintenance for another one (1) year period.
- At the time of renewal, GLOBAL SOFTWARE reserves the right to increase the annual fee. If the CUSTOMER initially declines software maintenance or if maintenance for an item of Software is discontinued at Customer's request, additional maintenance for these items is not available under this agreement. The re-instatement of maintenance and support services is subject to additional charges and fees.

A. Annual Maintenance shall consist of and be provided under the following additional agreed upon terms and conditions:

1. Software

- a. **SERVICE HOURS:** GLOBAL SOFTWARE shall provide CUSTOMER with software support seven days a week, 24 hours a day, 365 days a year (24x7x365). Normal support hours are Monday - Friday 8:00 AM to 6:00 PM CST, excluding holidays. After hours support is available to the CUSTOMER for **emergency assistance with critical, stop-work issues.**
- b. **ON-SITE SUPPORT:** If the CUSTOMER requests on-site support service, GLOBAL SOFTWARE shall provide the CUSTOMER on-site support service on such date as is mutually agreed to by GLOBAL SOFTWARE and the CUSTOMER, provided, that the CUSTOMER shall bear the cost of such on-site

support services, and provided further that the cost of such on-site support service shall include GLOBAL SOFTWARE'S personnel time calculated at GLOBAL SOFTWARE'S then prevailing hourly rate, plus reimbursement for reasonable travel and living expenses incurred by GLOBAL SOFTWARE personnel in connection with the provision of any on-site support service.

- c. **SOFTWARE UPDATES:** GLOBAL SOFTWARE shall make software updates, defined by GLOBAL SOFTWARE and incremental releases of the Software, available to CUSTOMER as part of this Annual Maintenance Agreement; GLOBAL SOFTWARE will deliver and install all updates and incremental releases. In GLOBAL SOFTWARE'S sole discretion, delivery and installation may be performed remotely over the Internet with proper notification and authorization from CUSTOMER. Additional configuration and re-configuration of the CUSTOMER'S data is NOT included as part of this Annual Maintenance Agreement. Major software upgrades are available to the CUSTOMER at a discounted price. Examples of major software upgrades are new applications, new platforms, fully redesigned applications or new software solutions.
- d. **ERROR RESOLUTION:** GLOBAL SOFTWARE shall use its best efforts to confirm any suspected error, which is preventing continued accomplishment of the principal computing functions of the Software upon notification by the CUSTOMER of such suspected error. If the existence of an error is confirmed, GLOBAL SOFTWARE shall correct it as part of its obligation hereunder and said correction will be issued to the CUSTOMER.
- e. **CAUSE OF ERROR:** If the existence of a suspected error cannot be confirmed by GLOBAL SOFTWARE or should GLOBAL SOFTWARE ultimately determine that error exists because of either the CUSTOMER'S modification or conversion of the software or any other condition not attributable to GLOBAL SOFTWARE, the CUSTOMER agrees to pay GLOBAL SOFTWARE for its services at the prevailing hourly rate for GLOBAL SOFTWARE'S personnel time, plus reimbursement for reasonable travel and living expenses incurred by GLOBAL

Annual Maintenance Terms (Cont'd)

SOFTWARE personnel in connection with such service. It is agreed that GLOBAL SOFTWARE will be the ultimate authority in determining the existence of any error.

- f. **THIRD-PARTY SOFTWARE:** Third-party software applications are excluded from this agreement, unless specifically noted.
- g. **MAP UPDATES:** Map updates and configuration are excluded from this agreement (unless otherwise purchased separately and listed on the maintenance invoice).

2. Customer Responsibilities

The following specific items are not covered under this AGREEMENT. GLOBAL does offer a separate Technical Services Agreement to assist customers with these types of services.

- a. Data Backups/Archives – **CUSTOMER is fully responsible for managing the backup routines** and ensuring that all databases and critical system files are being backed up properly. GLOBAL highly recommends that CUSTOMER maintain daily backups as well as off-site backups.
 - b. Network Management
 - i. Virus protection
 - ii. Switches and Routers
 - iii. Internet access
 - c. Operating System – Applying appropriate updates to the operating system and security patches.
 - d. Server and Workstation Migration - Restoration and reinstallation of GLOBAL SOFTWARE databases and programs to a new or repaired server or workstation.
- B.** In the event the CUSTOMER requests any support other than that included under the terms of this Agreement, GLOBAL SOFTWARE shall, depending upon the availability of its personnel, attempt to furnish such support or software maintenance in return for fees as GLOBAL SOFTWARE shall then be charging and on such terms and conditions as GLOBAL SOFTWARE shall then be imposing.
- C.** CUSTOMER understands, acknowledges, and agrees that the Software system shall reside on a secure, dedicated server, with access limited to GLOBAL SOFTWARE, its agents, and the CUSTOMER'S system

administrators. CUSTOMER further agrees to provide unlimited high-speed remote access via secure VPN to GLOBAL SOFTWARE for maintenance. If high-speed remote access is not provided by CUSTOMER, GLOBAL SOFTWARE may charge CUSTOMER a fee of \$3,000 per year. The server shall be dedicated to GLOBAL SOFTWARE applications and other compatible applications as defined by GLOBAL SOFTWARE including anti-virus software and firewall software. **All warranty and support agreements shall be null and void in the event CUSTOMER permits applications not approved by GLOBAL SOFTWARE to reside on any server containing GLOBAL SOFTWARE applications.** Any service requests initiated by CUSTOMER which are the result of noncompliance with the terms of this AGREEMENT or non-approved software on the server, or failure by CUSTOMER to furnish uninterrupted remote access to GLOBAL SOFTWARE, the CUSTOMER agrees to pay GLOBAL SOFTWARE for its services at the prevailing hourly rate for GLOBAL SOFTWARE'S personnel time, plus reimbursement for reasonable travel and living expenses incurred by GLOBAL SOFTWARE personnel in connection with such service.

- D.** In the case of any event which results in the apparent failure of the Software, the CUSTOMER shall confirm through reasonable methods and resources that such apparent failure is not the result of CUSTOMER'S network or CUSTOMER provided hardware prior to contacting GLOBAL SOFTWARE for support. Should GLOBAL SOFTWARE determine as part of any Support call that hardware or network, and not GLOBAL SOFTWARE, is responsible for the issue, CUSTOMER agrees to pay GLOBAL SOFTWARE for its services at the prevailing hourly rate for GLOBAL SOFTWARE'S personnel time.

CITY OF RAYTOWN
Request for Board Action

Date: November 7, 2019

Resolution No.: R-3250-19

To: Mayor and Board of Aldermen

From: Communication Director Krista Rhodes

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: Approval of the maintenance contract with Motorola for the City of Raytown's Radio system in excess of \$15,000.00.

Recommendation: Accept the agreement to allow Motorola to provide maintenance for the City's radio system.

Analysis: The Police Department utilizes the Motorola radio system during its normal course of duties. To ensure the life span of the equipment, having the manufacturer perform the maintenance will make certain the equipment has the best service available. Proper maintenance is necessary to extend the usable life of the radios. This is a recurring yearly contract between Motorola and the City of Raytown to provide maintenance and infrastructure repairs to the radio system in case of failure.

Motorola is the designer of the system, has the authority to work on our radios and is the only supplier of the parts to maintain the system. Because of these factors, Motorola is the only source that can perform the work necessary to maintain and keep our radio system functioning.

Alternatives: Not renew the contract and risk failure to our radio 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: \$32,472.00
Fund: General
Department: Police
Account Number(s): 101-32-00-100-52300

Additional Reports Attached: Motorola Services Agreement and Sole Source Letter

A RESOLUTION AUTHORIZING AND APPROVING A MAINTENANCE CONTRACT WITH MOTOROLA SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED \$32,472.00 FOR FISCAL YEAR 2019-2020

WHEREAS, the City of Raytown utilizes Motorola Solutions, Inc. for maintenance and purchasing of parts and supplies for radio equipment; and

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

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

WHEREAS, the cost of the utilization of Motorola Solutions, Inc. is anticipated to exceed \$15,000.00 in fiscal year 2019-2020; therefore, Board of Aldermen approval is required; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City to authorize and approve a maintenance contract with Motorola Solutions, Inc. for maintenance and purchasing of parts and supplies for fiscal year 2019-2020 in an amount not to exceed \$32,472.00;

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

THAT the maintenance contract with Motorola Solutions, Inc. as a sole source vendor for maintenance and purchasing of parts and supplies in an amount not to exceed \$32,472.00 for fiscal year 2019-2020 is hereby authorized and approved; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 12th day of November, 2019.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-576165
Contract Number: USC000005498
Contract Modifier: R14-JUL-2019

Date: 06/25/2019

Company Name: RAYTOWN, CITY OF
Attn:
Billing Address: 10000 E 59TH ST
City, State, Zip: RAYTOWN , MO, 64133
Customer Contact:
Phone:

Required P.O. :
Customer # : 1000437823
Bill to Tag # :
Contract Start Date : 01-Nov-2019
Contract End Date : 31-Oct-2020
Anniversary Day : Oct 31st
Payment Cycle : ANNUALLY
PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$10,576.66
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$693.82
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE	\$21,201.52
Subtotal - Recurring Services			\$32,472.00
Subtotal - One-Time Event Services			\$0.00
Total			\$32,472.00
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)



SERVICE AGREEMENT

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Schaumburg, IL 60196

Quote Number : QUOTE-576165
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Contract Modifier: R14-JUL-2019

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : RAYTOWN, CITY OF
Contract Number : USC000005498
Contract Modifier : R14-JUL-2019
Contract Start Date : 01-Nov-2018
Contract End Date : 31-Oct-2019

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-576165
Contract Number: USC000005498
Contract Modifier: R14-JUL-2019

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-576165
Contract Number: USC000005498
Contract Modifier: R14-JUL-2019

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR



SERVICE AGREEMENT

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Quote Number : QUOTE-576165
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OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



October 23, 2019

Krista Rhodes
City of Raytown Missouri Police Department
10000 E. 59th Street
Raytown, Mo 64133

This letter is to inform you that Motorola Inc. should be considered the sole source provider for the service contract covering the City of Raytown's radio communications system. Since many of the components of your Motorola Communications System and equipment are patented and proprietary to Motorola, we are prevented from offering full access to other than Motorola Authorized Service Providers. Commenco Inc., is authorized by Motorola, has the trained personnel and the necessary facilities to respond to your service requirements 24 hours a day, 7 days a week.

Motorola provides technical training to Motorola authorized service providers. This is offered as a method of assuring that our customers have access to qualified technical resources. This is an investment by Motorola and ensures the systems we provide are maintained with qualified technical staff. It also enables us to make certain that proper test equipment and procedures are followed.

Motorola has listened to our customers and have established a methodology to continuously assess the Motorola authorized service community. Our customers expect a qualified authorized service provider capability. We have an extensive assessment process, continually updated, for those designated as Authorized Service Providers.

Motorola does not provide training to organizations that are not authorized by Motorola. We are not a public or institutional training facility. Motorola has no control over work done by service providers not authorized, assessed or trained by Motorola. We do not offer technical training to anyone who is not a direct employee of the end user customer or one of our Authorized Motorola Service Stations.

Contracting directly with Motorola will assure the City of Raytown their Motorola Communications System and equipment will continue to operate properly today and in the future.

Regards,

Kevin Whittaker

Kevin Whittaker
Customer Support Manager
Motorola Solutions Inc.

**CITY OF RAYTOWN
Request for Board Action**

Date: November 7, 2019 **Resolution No.:** R-3251-19
To: Mayor and Board of Aldermen
From: Communications Director Krista Rhodes

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: A resolution approving combined purchases during Fiscal Year 2019-2020 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 are the Motorola XTL2500 Mobile Radios. Motorola stopped production of the XTL2500 series radios in 2014. On January 1st, 2020 support will no longer be available for the 2500 series Motorola radios. The MARRS Board has established minimum standards for radios purchased for use on the MARRS system, which are; 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 APX4500 Mobile radio meets these standards. This is an annual purchase, in the fifth year of a five-year plan, to replace all of the 2500 series radios in use by the Police Department. The radios are to be purchased through the Johnson County, Kansas Radio and Accessories Contract 07-13201/DL with Motorola Solutions, Inc.

The cost of 6 Motorola APX4500 mobile radios and 6 Motorola APX4000 portable radios will be \$34,438.20 from Capital Sales Tax. Programming and P25 certifying all radios and 10 portable radio batteries will be \$1,242.00 from Police General Fund. This purchase is a budgeted item and has been presented to the Sales Tax Oversight Committee on November 7th, 2019.

The total purchase price for 12 radios, batteries, and programming will be \$35,680.20.

Alternatives: Not purchase the radios, delay the replacement schedule, and be non-compliant for MARRS.

Budgetary Impact:

Budgeted item with available funds

Amount Requested:	\$34,438.20	\$1,242.00
Account Number:	205-32-00-100-57000	101.32.00.100.53644
Fund:	Capital Sales Tax	General Fund
Department:	Police	Police

Additional Reports Attached: Spec Sheets and price quotes, Johnson County, Kansas Radio and Accessories Contract # 07-13201/DL.

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF MOBILE AND PORTABLE RADIOS AND ACCESSORIES FROM MOTOROLA SOLUTIONS, INCORPORATED OFF THE JOHNSON COUNTY, KANSAS RADIO AND ACCESSORIES CONTRACT IN AN AMOUNT NOT TO EXCEED \$35,680.20

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; and

WHEREAS, Johnson County, Kansas has competitively bid (Contract Number 07-13201/DL) the purchase of mobile and portable radios and accessories 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 November 7, 2019, 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 accessories from Motorola Solutions, Incorporated off the Johnson County, Kansas Radio and Accessories Contract (07-1320/DL) in an amount not to exceed \$35,680.20;

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 accessories from Motorola Solutions, Incorporated off the Johnson County, Kansas Radio and Accessories Contract (07-1320/DL) in an amount not to exceed \$35,680.20 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 12th day of November, 2020.

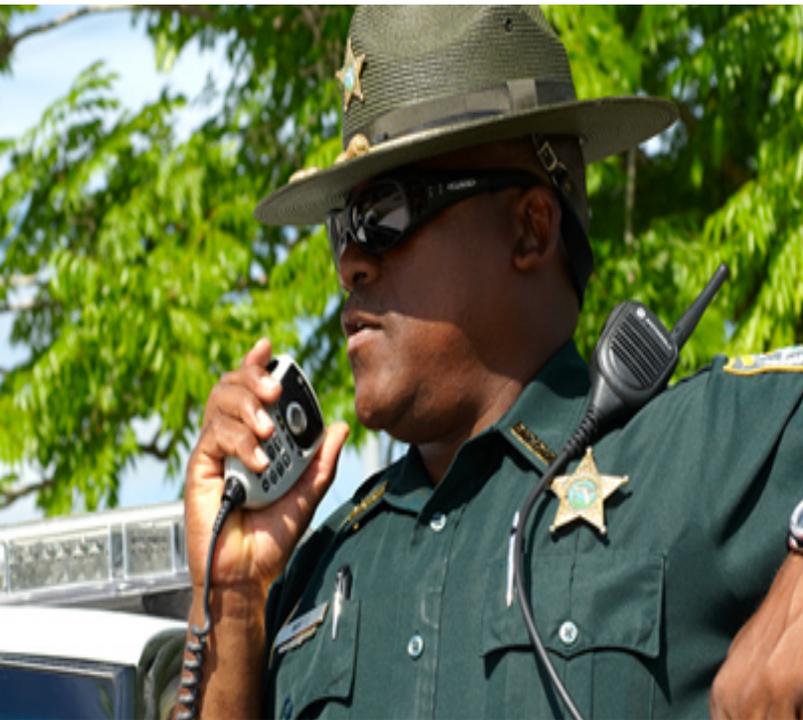
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney



RAYTOWN POLICE DEPT

Budgetary quote for APX4500 APX4000 Batteries

10/01/2019

10/01/2019

RAYTOWN POLICE DEPT
10000 E 59TH ST
RAYTOWN, MO 64133

RE: Motorola Quote for Budgetary quote for APX4500 APX4000 Batteries
Dear Director Krista Rhodes,

Motorola Solutions, Inc. is pleased to present RAYTOWN POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

For over 60 years Commenco has partnered with Motorola to ensure that our customers are provided exceptional products for all of their communication needs. Commenco understands your time, effort and funds are important to you as well as your citizens. We strive to ensure your needs are being met by providing necessary information so you can make an informed decision. Most importantly, we listen to your needs and give you the products that will fit both your department's mission and finances. Thank you for allowing us to provide your communications needs now and in the future.

This information is provided to assist you in your evaluation process. Our goal is to provide RAYTOWN POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to James Brafford at james.brafford@commenco.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

James Brafford
Public Safety Account Manager

Motorola Solutions Manufacturer's Representative

Billing Address:
RAYTOWN POLICE DEPT
10000 E 59TH ST
RAYTOWN, MO 64133
US

Shipping Address:
RAYTOWN POLICE DEPT
10000 E 59TH ST
RAYTOWN, MO 64133
US

Quote Date:10/01/2019
Expiration Date:12/30/2019
Quote Created By:
James Brafford
Public Safety Account Manager
james.brafford@commenco.com
816-753-2166 Ext 336

Customer:
RAYTOWN POLICE DEPT
Director Krista Rhodes
rhodesk@raytownpolice.org
816-737-6178

Contract: 21810 - JOHNSON COUNTY
(KS)
Payment Terms:30 NET

Summary:

The information below includes five APX4500 Dash Mount mobile radio, one APX4500 for a go-pack, six APX4000 Portable radios and spare batteries. Programming of the current template is included, any changes necessary will require an additional quote from Commenco. No installation is included with this quote.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4000 Series	APX4000				
1	H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORTABLE	6	\$1,963.00	\$1,177.80	\$7,066.80
1a	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	6	\$1,570.00	\$942.00	\$5,652.00
1b	H869CE	ENH: MULTIKEY	6	\$330.00	\$198.00	\$1,188.00
1c	Q629AM	ENH: AES ENCRYPTION	6	\$475.00	\$285.00	\$1,710.00
1d	H885BK	ADD: 3Y ESSENTIAL SERVICE	6	\$90.00	\$90.00	\$540.00
2	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	6	\$76.00	\$45.60	\$273.60
3	NNTN8128BR	BATT IMPRES LIION 2000T	10	\$117.00	\$70.20	\$702.00



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
4	PMMN4099BL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE, 3.5MM,UL	6	\$132.00	\$79.20	\$475.20
5	M22URS9PW1AN	APX4500 7/800 MHZ	5	\$1,564.00	\$938.40	\$4,692.00
5a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	5	\$131.00	\$131.00	\$655.00
5b	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	5	\$0.00	\$0.00	\$0.00
5c	G142AD	ADD: NO SPEAKER APX	5	\$0.00	\$0.00	\$0.00
5d	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	5	\$1,570.00	\$942.00	\$4,710.00
5e	G843AH	ADD: AES ENCRYPTION	5	\$475.00	\$285.00	\$1,425.00
5f	W969BM	ADD: MULTIKEY	5	\$330.00	\$198.00	\$990.00
5g	GA00804AA	ADD: APX O2 CH (GREY)	5	\$492.00	\$295.20	\$1,476.00
5h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	5	\$0.00	\$0.00	\$0.00
5i	W22BA	ADD: STD PALM MICROPHONE APX	5	\$72.00	\$43.20	\$216.00
5j	G174AF	ADD: ANT 3DB LOW-PROFILE 762-870	5	\$43.00	\$25.80	\$129.00
5k	G66AW	ADD: DASH MOUNT O2 CH WWM	5	\$125.00	\$75.00	\$375.00
6	M22URS9PW1AN	APX4500 7/800 MHZ	1	\$1,564.00	\$938.40	\$938.40
6a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	1	\$131.00	\$131.00	\$131.00
6b	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	1	\$0.00	\$0.00	\$0.00
6c	G142AD	ADD: NO SPEAKER APX	1	\$0.00	\$0.00	\$0.00
6d	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	1	\$1,570.00	\$942.00	\$942.00
6e	G843AH	ADD: AES ENCRYPTION	1	\$475.00	\$285.00	\$285.00



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
6f	W969BM	ADD: MULTIKEY	1	\$330.00	\$198.00	\$198.00
6g	GA00804AA	ADD: APX O2 CH (GREY)	1	\$492.00	\$295.20	\$295.20
6h	G89AC	ADD: NO RF ANTENNA NEEDED	1	\$0.00	\$0.00	\$0.00
6i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00
6j	G66AW	ADD: DASH MOUNT O2 CH WWM	1	\$125.00	\$75.00	\$75.00
6k	G90AC	ADD: NO MICROPHONE NEEDED APX	1	\$0.00	\$0.00	\$0.00

Grand Total

\$35,140.20(USD)



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



Quote Date: 10/4/2019
 Quote No: JTB-100419-RPD
 Original Quote Date: 10/4/2019

Programming and Install Quote

Customer Information Agency Name: Raytown Police Department Contact: Director Krista Rhodes Phone: 816-747-6178 Address: 10000 E. 59th Street, Raytown MO 64133 E-Mail: rhodesk@raytownpolice.org	Product(s): Commenco Services
Commenco Contact Information: Account Exec: James Brafford Office: 816-753-2166 Cell: 816-621-1051 E-Mail: james.brafford@commenco.com	

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1	12	Program and P25 certify radio. (Cost per radio)	\$45.00	\$540.00
Total				\$540.00

CUSTOMER APPROVAL/SIGNATURE

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES AND ACCEPTS THE ABOVE AS A SALES AGREEMENT

Legal Name Of Purchaser	PO Number
Authorized Signature	Date

TERMS / VALIDITY / LEAD TIME

PAYMENT TERMS: - Net 30 Days	PRICES FIRM FOR: - 30 Days
LEAD TIME / DELIVERY: - 30 Days ARO	All Orders Subject To Shipping & Handling



MISSION READY WHEN IT MATTERS MOST

APX™ 4000 PROJECT 25 PORTABLE RADIO

Chemical spill. Catastrophic storm. Power outage. When every minute matters, you must communicate instantly with other agencies and responders. But how do you prepare for a disaster and keep control of operating costs? That's where the APX™ 4000 P25 portable radio answers the call, expertly and affordably.

The APX 4000 delivers all the benefits of TDMA technology in the smallest P25 capable portable in the industry. Easy to use, tough as nails, a hard value to beat, it seamlessly connects public safety agencies and public works for fast, interoperable communications.

EVERY INCH AN APX

The APX 4000 leverages the leading attributes of the APX family of P25 TDMA portables. From the 2-microphone design that reduces background noise so you can speak and hear clearly over heavy equipment, diesel engines and sirens to the high-spec RF performance for excellent coverage in challenging environments.

With its easy-to-use interface, color display, intelligent lighting and radio profiles, you get all the power of APX in a compact radio. Plus, you can extend the performance of your radio with a complete portfolio of industry-leading IMPRES smart energy and audio accessories.

COMPACT AND UNCOMPROMISING

The smallest P25 Phase 2 capable portable, the APX 4000 gets the job done without getting in the way. Simplified controls and a choice of either dedicated volume and channel knobs, or an enlarged multifunction knob, the APX 4000 provides readiness for any type of work setting. And its standard IP67 and MIL-STD certified to withstand dust, heat, shock, drops and water immersion, so you can count on it wherever you need it – at the factory line, power line or fire line.

P25 PERFORMANCE, INSIDE AND OUT

Loaded with key P25 features to increase safety, the APX 4000 features Mission Critical Wireless, a unique Bluetooth® solution that provides an encrypted link to a high performance earpiece, GPS for quickly locating personnel outdoors, AES encryption for improved security, and over-the-air programming to program radios in the field without interrupting voice operation.

IMPROVE RESPONSE AND EXPENSES

The APX 4000 is P25 Phase 2 capable for twice the voice capacity so you can add more users without adding more frequencies or infrastructure. And it's backwards and forwards compatible with all Motorola mission critical radio systems, so you can interoperate with confidence while you improve operating expenses.

POWER UP WITH APX 4000 ACCESSORIES

- Designed, tested and certified for optimum performance with your radio
- Complete portfolio of remote speaker microphones, headsets and Mission Critical Wireless Bluetooth® accessories
- High-powered IMPRES™ batteries that have a slim design to fit the compact radio size

PRODUCT SPEC SHEET
APX™ 4000



FEATURES AND BENEFITS

Available in 700/800 MHz, VHF, UHF R1, UHF R2 and 900 MHz bands

Trunking standards supported:

- Clear or digital encrypted ASTRO®25 Trunked Operation
- Capable of SmartZone®, SmartZone Omnilink, SmartNet®

Analog MDC-1200 and Digital APCO P25 Conventional System Configurations

Narrow and wide bandwidth digital receiver (6.25 kHz equivalent / 12.5 kHz / 30 kHz / 25 kHz)¹

Standard with 2 dedicated control knobs for volume and channel changes

Embedded digital signaling (ASTRO & ASTRO 25)

Man Down

Available in 2 models

Integrated GPS capable

Lightbar with Intelligent Lighting

Radio Profiles

Unified Call List

User programmable Voice Announcement

Meets Applicable MIL-STD-810C, D, E, F and G

IP67 standard (submersible 1 meter, 30 minutes)²

Superior Audio Features:

- 0.5 W high audio speaker
- 2-mic noise canceling technology

Utilizes Windows XP, Vista and Windows 7 Customer Programming Software (CPS)

- Supports USB communications
- Built in FLASHport™ support

Full portfolio of accessories including IMPRES batteries, chargers and audio devices³

OPTIONAL FEATURES

- Mission Critical Wireless⁴
- AES Encryption
- Programming Over Project 25
- Text Messaging
- GPS Location Tracking
- Man Down
- Site Selectable Alert Tones
- P25 Over the Air re-keying
- P25 Link Layer Authentication
- Enhanced Data
- Multifunction Knob
- Rugged Submersible housing (2 meters for 2 hours)⁷

¹ Per the FCC Narrowbanding rules, new products (APX4000 VHF, UHF R1, UHF R2) submitted for FCC certification after January 1, 2011 are restricted from being granted certification at 25KHz for United States - State & Local Markets only.

² Radios meet industry standards (IPX7) for immersion.

³ Chargers and batteries for the APX 4000 radios do not interoperate with other APX radios.

⁴ Compatible with BT 2.0 and HSP and PAN BT Profiles.

⁵ When used with a Hazardous Location tested radio.

⁶ Only available in multifunction knob model.

⁷ Only compatible with 2 knob model.

TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS

		700/800	VHF	UHF Range 1	UHF Range 2	900 MHz ⁶
Frequency Range/ Bandsplits	700 MHz 800 MHz	763-776, 793-806 MHz 806-824, 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz	896-901, 935-940 MHz
Channel Spacing		25/12.5 kHz	30/25/12.5 kHz	25/12.5 kHz	25/12.5 kHz	12.5 kHz
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Rated RF Output Power Adj ¹		1-3 Watts Max	1-5 Watts Max	1-5 Watts Max	1-5 Watts Max	1-2.5 Watts Max
Frequency Stability ¹ (-30°C to +60°C; +25°C Ref.)		±0.00010 %	±0.00010 %	±0.00010 %	±0.00010 %	±0.00010 %
Modulation Limiting ¹		±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±2.5 kHz
Emissions (Conducted and Radiated) ¹		-75 dB	-75 dB	-75 dB	-75 dB	-75 dB
Audio Response ¹		+1, -3 dB	+1, -3 dB	+1, -3 dB	+1, -3 dB	+1, -3 dB
FM Hum & Noise	25 kHz 12.5 kHz	-47 dB -45 dB	-47 dB -47 dB	-47 dB -45 dB	-47 dB -45 dB	-45 dB
Audio Distortion ¹	25 kHz 12.5 kHz	1.00%	1.00%	1.00%	1.00%	1.00%

BATTERIES FOR APX 4000

Battery Capacity / Type	Dimensions (HxWxD)	Weight	Battery Part Number	Battery Capacity
Li-Ion IMPRES 1900 mAh IP67	114.5x55.04x17.85	150 grams	NNTN8128A	1900 mAh
Li-Ion IMPRES 2300 mAh IP67 Non-HazLoc	114.5x55.04x23.15	160 grams	PMNN4424AR	2300 mAh
Li-Ion IMPRES 2300 mAh IP67 HazLoc ⁵	114.5x55.04x23.15	180 grams	NNTN8560A	2300 mAh

PRODUCT SPEC SHEET

APX™ 4000



MODEL 2



MODEL 3

RADIO MODELS		
	MODEL 2	MODEL 3
Display	Full bitmap color LCD display 3 lines of text x 14 characters 1 line of icons 1 menu line x 3 menus White backlight	Full bitmap color LCD display 3 lines of text x 14 characters 1 line of icons 1 menu line x 3 menus White backlight
Keypad	Backlight keypad 3 soft keys 4 direction Navigation key Home and Data buttons	Backlight keypad 3 soft keys 4 direction navigation key 4x3 keypad Home and Data buttons
Channel Capacity	512	512
FLASHport Memory	64 MB	64 MB
700/800 MHz (763-870 MHz)	H51UCF9PW6AN Q360GK	H51UCH9PW7AN Q360GK
VHF (136-174 MHz)	H51KDF9PW6AN Q360GX	H51KDH9PW7AN Q360GX
UHF Range 1 (380-470 MHz)	H51QDF9PW6AN Q360GL	H51QDH9PW7AN Q360GL
UHF Range 2 (450-520 MHz)	H51SDF9PW6AN Q360HA	H51SDH9PW7AN Q360HA
900 MHz (896-940 MHz)	H51WCF9PW6AN Q360JF	H51WCH9PW7AN Q360JE
Buttons & Switches	Large PTT button ■ Angled On/Off Volume Control ■ 16 position top-mounted rotary switch ■ Orange emergency button ■ 3 programmable side buttons	

TRANSMITTER CERTIFICATION

700/800 (764-869 MHz)	AZ489FT7049
VHF (136-174 MHz)	AZ489FT3828
UHF Range 1 (380-470 MHz)	AZ489FT4905
UHF Range 2 (450-520 MHz)	AZ489FT4910
900 MHz (896-901, 935-940 MHz)	AZ489FT5864

FCC EMISSIONS DESIGNATORS

FCC Emissions Designators	11K0F3E, 16K0F3E, 8K10F1D, 8K10F1E, 8K10F1W, 20K0F1E*
FCC Emissions Designators for 900 MHz	11K0F3E, 8K10F1D, 8K10F1E, 8K10F1W

POWER SUPPLY

Power Supply	One rechargeable Li-Ion 1900 mAh battery standard, or 2300 mAh/2700 mAh high cap Li-Ion.
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* Per the FCC Narrowbanding rules, new products (APX4000 VHF, UHF1, UHF2) submitted for FCC certification after January 1, 2011 are restricted from being granted certification at 25KHz for United States - State & Local Markets only.

RECEIVER - TYPICAL PERFORMANCE SPECIFICATIONS

		700/800	VHF	UHF Range 1	UHF Range 2	900 MHz
Frequency Range/Bandsplits	700 MHz 800 MHz	763-776 MHz 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz	935-940 MHz
Channel Spacing		25/12.5 kHz	30/25/12.5 kHz	25/12.5 kHz	25/12.5 kHz	12.5 kHz
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Audio Output Power at Rated ¹		500mW	500mW	500mW	500mW	500mW
Frequency Stability ¹ (-30°C to +60°C; +25°C Ref.)		±0.00010 %	±0.00010 %	±0.00010 %	±0.00010 %	±0.00010 %
Analog Sensitivity ²	12 dB SINAD	0.266µV	0.216µV	0.234µV	0.234µV	0.236µV
Digital Sensitivity ⁴	1% BER (800 MHz)	0.400µV	0.277µV	0.307µV	0.307µV	0.33µV
	5% BER	0.266µV	0.188µV	0.207µV	0.207µV	0.222µV
Selectivity ¹	25 kHz channel	-76 dB	-76 dB	-76 dB	-76 dB	
	12.5 kHz channel	-67 dB	-70 dB	-67 dB	-67 dB	-67 dB
Intermodulation		-75 dB	-76 dB	-77 dB	-77 dB	-75 dB
Spurious Rejection		-76.6 dB	-85 dB	-80.3 dB	-90 dB	-80 dB
FM Hum and Noise	25 kHz	-53 dB	-51 dB	-50 dB	-50 dB	
	12.5 kHz	-47 dB	-45 dB	-45 dB	-45 dB	-47 dB
Audio Distortion ¹		1.00%	1.00%	1.00%	1.00%	1.00%

PRODUCT SPEC SHEET
APX™ 4000

PORTABLE MILITARY STANDARDS 810 C, D, E, F & G										
	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Basic Hot	501.5	I/A1, II/A2
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temperature Shock	503.1	I	503.2	I/A1C3	503.3	I/A1C3	503.4	I	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	1 Proc	507.5	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	1 Proc	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Blowing Sand	1 Proc	1 Proc	510.2	II	510.3	II	510.4	II	510.5	II
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I/24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI
Shock (Drop)	516.2	II	516.2	IV	516.4	IV	516.5	IV	516.6	IV

DIMENSIONS OF THE RADIOS WITHOUT BATTERY				GPS SPECIFICATIONS	
	Inches (1 knob/2 knob)	Millimeters (1 knob/2 knob)			
Length	5.26/5.42	133/137.7	Channels		12
Width Push-To-Talk button	2.37/2.42	60.2/61.4	Tracking Sensitivity		-159 dBm
Depth Push-To-Talk button	1.72/1.41	43.6/35.75	Accuracy ⁵		<10 meters (95%)
Width Top	2.56/2.62	65/66.55	Cold Start		<60 seconds (95%)
Depth Top	2.13/1.84	43/46.7	Hot Start		<10 seconds (95%)
Weight of the radios without battery	9.17 oz/10.05 oz	260 g/285 g	Mode of Operation		Autonomous (Non-Assisted) GPS

ENCRYPTION		ENVIRONMENTAL SPECIFICATIONS	
Supported Encryption Algorithms	ADP, AES, DES, DES-XL, DES-OFB, DVP-XL	Operating Temperature ⁶	-30°C / +60°C
Encryption Algorithm Capacity	8	Storage Temperature ⁶	-40°C / +85°C
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 64 Common Key Reference (CKR) or 16 Physical Identifier (PID)	Humidity	Per MIL-STD
Encryption Frame Re-sync Interval	P25 CAI 300 mSec	ESD	IEC 801-2 KV
Encryption Keying	Key Loader	Water and Dust Intrusion	IP67
Synchronization	XL – Counter Addressing OFB – Output Feedback	Immersion	MIL-STD 512.X/I
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator		
Encryption Type	Digital		
Key Storage	Tamper protected volatile or non-volatile memory		
Key Erasure	Keyboard command and tamper detection		
Standards	FIPS 140-2 Level 3; FIPS 197		

¹ Measured in the analog mode per TIA / EIA 603 under nominal conditions
² When used with an FM approved intrinsically safe radio
³ Measured conductively in analog mode per TIA / EIA 603 under nominal conditions.
⁴ Measured conductively in digital mode per TIA / EIA IS 102.CAAA under nominal conditions.
⁵ Accuracy specs are for long-term tracking (95th percentile values >5 satellites visible at a nominal -130 dBm signal strength).
⁶ Temperatures listed are for radio specifications. Battery storage is recommended at 25°C, ±5°C to ensure best performance.
 Specifications subject to change without notice. All specifications shown are typical. Radio meets applicable regulatory requirements.

Motorola Solutions, Inc. 1301 East Algonquin Road Schaumburg, Illinois 60196, U.S.A. 800-367-2346
motorolasolutions.com

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R3-4-2050D





BE BETTER EQUIPPED TO BE MISSION READY

APX™ 4500 PROJECT 25 MOBILE RADIO

A downed power line or the city transit system coming to a halt during rush hour, when the unexpected strikes, you must interoperate seamlessly and securely with other agencies and responders – often across multiple Project 25 (P25) systems. You need to instantly connect and be informed to make better decisions and respond effectively. While the advanced technology of APX™ radios expertly equips you for the unexpected, your organization may be challenged to improve operating expenses.

That's where the APX 4500 P25 mobile radio fits the bill perfectly. It delivers all the benefits of TDMA technology in a compact P25 capable mobile. The APX 4500 brings together powerful technology in an easy-to-use radio that's easy on your budget. It seamlessly unifies public works, utility, rural public safety and transportation users to first responders so they can communicate effectively in the moments that matter.

CONVENIENTLY SMALL, EASY TO INSTALL

The APX 4500 is designed to get the job done without getting in the way. A simplified dash mount design makes installation quick and easy, fitting into the existing XTL™ footprint so you can reuse mounting holes and cables.

Count on the APX 4500 to withstand wet, dusty and hazardous conditions, too. Its IP56 durability rating is the highest level of certification for uncompromising durability and world class quality in a mobile performer you can hose down.

KEEPS CREWS IN TOUCH, AND UP TO THE MINUTE

Safety runs in the APX family and the APX 4500 mobile is no exception. Like all our APX P25 radios trusted by responders worldwide, the APX 4500 mobile redefines safety. Your crews can count on quick, seamless interoperability and extended range – whether they are talking from the top of a pole or the bottom of a trench. You can depend on AES encryption for secure, tamperproof voice and data communications every time they connect.

With integrated GPS in the APX 4500, you can keep an eye on workers and assets you can't see, tracking their locations continuously. The O2 control head with color display is easy to read and operate in all lighting conditions, from bright sunlight to dark streets. The intelligent lighting on the O2 control head notifies your workers when a call is received, an emergency arises, or when they are out of range. Plus, an enlarged multifunction knob makes it easy to use talk-group and volume settings when they're wearing gloves.

Over-the-air programming on the APX 4500 keeps your crews current in the field. You can update the latest mobile without interrupting voice communications while they work.

SIZED RIGHT FOR YOUR BUDGET

The APX 4500 lets you reuse many accessories which utilize the O5 and O3 control heads on XTL radios, so you can maximize your investment while you benefit from the latest technology. Since the APX 4500 is P25 Phase 2 capable for twice the voice capacity, you can add more users without adding more frequencies or infrastructure. It is backwards and forwards compatible with all Motorola mission critical radio systems, so you can interoperate with confidence while you improve operating expenses.

PRODUCT SPEC SHEET
APX™ 4500 MOBILE RADIO



APX™ 4500 SPECIFICATIONS

FEATURES AND BENEFITS:

Available in 700/800 MHz, VHF, UHF1, UHF2, and 900 MHz.
Supports NPCS band (901-902 MHz and 940-941 MHz)

Channels: Standard 512

Trunking Standards supported:

- Clear or digital encrypted Trunked Operation
- Capable of SmartZone®, SmartZone Omnilink, SmartNet®

Analog MDC-1200 and Digital APCO P25
Conventional System Configurations

Narrow and wide bandwidth digital receiver
(6.25kHz/12.5kHz/25kHz/30 kHz)

Embedded digital signaling (ASTRO and ASTRO 25)

Integrated GPS capable

Integrated Encryption Hardware

Intelligent lighting

Radio profiles

Unified Call List

Meets applicable MIL-STD 810C, D, E, F, G

Ships standard IP56

Utilizes Windows XP, Vista and Windows 7
Customer Programming Software (CPS)

- Supports USB Communications
- Built in FLASHport™ support

Re-use of most XTL™ accessories, plus new
IMPRES accessories

OPTIONAL FEATURES:

AES Encryption

Programming over Project 25 (POP25)

Text Messaging

12 character RF ID asset tracking

Tactical OTAR

APX 4500 CONTROL HEAD PORTFOLIO



02 RUGGED CONTROL HEAD

- Large color display with intelligent lighting
- 3 lines of text 14 characters max / 1 line of icons / 1 line of menus
- Built in 7.5 watt speaker
- Multifunction volume/channel knob
- Night/day mode button

PRODUCT SPEC SHEET
APX™ 4500 MOBILE RADIO

TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS												
	700 MHz		800 MHz		VHF		UHF Range 1		UHF Range 2		900 MHz	
Frequency Range/Bandsplits	764-776 MHz 794-806 MHz		806-824 MHz 851-870 MHz		136-174 MHz		380-470 MHz		450-520 MHz		896-902MHz 935-941MHz	
Channel Spacing	25/12.5 kHz		25/12.5 kHz		30/25/12.5 kHz		25/12.5 kHz		25/12.5 kHz		12.5 kHz	
Maximum Frequency Separation	Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit	
Rated RF Output Power Adj [†]	2-30 Watts (2-3 Watts Itinerant)		2-35 Watts		1-50 Watts		1-40 Watts		1-45 Watts (450-485 MHz) 1-40 Watts (485-512 MHz) 1-25 Watts (512-520 MHz)		1-30W 896-901MHz 935-940MHz 1-3W 901-902MHz 940-941MHz	
Frequency Stability [*] (-30°C to +60°C; +25°C Ref.)	0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM	
Modulation Limiting [*]	±5 kHz / ±2.5 kHz		±5 kHz/±4 kHz (NPSPAC) /±2.5 kHz		±5 kHz / ±2.5 kHz		±5 kHz / ±2.5 kHz		±5 kHz / ±2.5 kHz		±2.5 kHz	
Modulation Fidelity (C4FM) 12.5kHz Digital Channel	1.5%		1.5%		2.5%		1.1%		1.1%		1.5%	
Emissions [*]	Conducted+ -75/-85 dBc		Radiated+ -20/-40 dBm		Conducted -75 dBc		Radiated -20 dBm		Conducted -85 dBc		Radiated -20 dBm	
Audio Response [*]	+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)	
FM Hum & Noise	25 & 20 kHz 12.5 kHz	-50 dB -48 dB	-50 dB -48 dB	-52 dB -51 dB	-51 dB -48 dB	-51 dB -48 dB	-51 dB -48 dB	-51 dB -48 dB	-51 dB -48 dB	-	-45 dB	
Audio Distortion [*]	25 & 20 kHz 12.5 kHz	0.50% 0.50%	0.50% 0.50%	0.50% 0.50%	0.50% 0.50%	0.50% 0.50%	0.50% 0.50%	0.50% 0.50%	0.50% 0.50%	-	0.80 %	

RECEIVER – TYPICAL PERFORMANCE SPECIFICATIONS												
	700 MHz		800 MHz		VHF		UHF Range 1		UHF Range 2		900 MHz	
Frequency Range/Bandsplits	764-776 MHz		851-870 MHz		136-174 MHz		380-470 MHz		450-520 MHz		935-941MHz	
Channel Spacing	25/12.5 kHz		25/12.5 kHz		30/25/12.5 kHz		25/12.5 kHz		25/12.5 kHz		12.5 kHz	
Maximum Frequency Separation	Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit	
Audio Output Power at 3% distortion [*]	7.5 W or 15 W ++		7.5 W or 15 W ++		7.5 W or 15 W ++		7.5 W or 15 W ++		7.5 W or 15 W ++		7.5 W or 15 W ++	
Frequency Stability [*] (-30°C to +60°C; +25°C Ref.)	±0.00008%		±0.00008%		±0.00008%		±0.00008%		±0.00008%		±0.8 PPM	
Analog Sensitivity [*]	12 dB SINAD	-120 dBm	-120 dBm	Pre-Amp -123 dBm	Standard -119 dBm	Pre-Amp -123 dBm	Standard -119 dBm	Pre-Amp -123 dBm	Standard -119 dBm	Pre-Amp -123 dBm	Standard -119 dBm	Standard -120dBm
Digital Sensitivity	5% BER	-121 dBm	-121 dBm	-123 dBm	-119 dBm	-123 dBm	-119 dBm	-123 dBm	-119 dBm	-123 dBm	-119 dBm	-121dBm
Intermodulation	25 kHz 12.5 kHz	82 dB 82 dB	82 dB 82 dB	82 dB 83 dB	87 dB 86 dB	81 dB 82 dB	86 dB 85 dB	81 dB 82 dB	86 dB 85 dB	81 dB 82 dB	86 dB 85 dB	- 82 dB
Spurious Rejection		91 dB	91 dB	95 dB		91 dB		91 dB		91 dB		91 dB
Audio Distortion at rated [*]		1.20%	1.20%	1.20%		1.20%		1.20%		1.20%		2 %
Selectivity [*]	25 kHz 12.5 kHz 30 kHz	85 dB 75 dB —	85 dB 75 dB —	85 dB 75 dB 90 dB		85 dB 75 dB —		85 dB 75 dB —		85 dB 75 dB —		— 74dB —

DIMENSIONS		
	Inches	Millimeters
Mid Power Radio Transceiver	2 x 7 x 6.4	50.8 x 178 x 163
O2 Control Head	2.7 x 8.1 x 2.1	69 x 207 x 53
Mid Power Radio Transceiver and O2 Control Head - Dash Mount	2.7 x 8.1 x 8.8	69 x 207 x 223
Mid Power Radio Transceiver and O2 Control Head Weight	5.28 lbs	2.45 kg

SIGNALING (ASTRO MODE)	
Signaling Rate	9.6 kbps
Digital ID Capacity	10,000,000 Conventional / 48,000 Trunking
Digital Network Access Codes	4,096 network site addresses
ASTRO® Digital User Group Addresses	4,096 network site addresses
Project 25 – CAI Digital User Group Addresses	65,000 Conventional / 4,094 Trunking
Error Correction Techniques	Golay, BCH, Reed-Solomon codes
Data Access Control	Slotted CSMA: Utilizes infrastructure-sourced data status bits embedded in both voice and data transmissions.

RADIO MODELS	
700/800 (764-870 MHz)	M22URSS9PW1AN
VHF (136-174 MHz)	M22KSS9PW1AN
UHF Range 1 (380-470 MHz)	M22QSS9PW1AN
UHF Range 2 (450-520 MHz)	M22SSS9PW1AN
900 MHz (896-941 MHz)	M22WRS9PW1AN

GPS SPECIFICATIONS	
Channels	12
Tracking Sensitivity	-153 dBm
Accuracy**	<10 meters (95%)
Cold Start	<60 seconds (95%)
Hot Start	<10 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted) GPS

PRODUCT SPEC SHEET
APX™ 4500 MOBILE RADIO

POWER AND BATTERY DRAIN

Model Type	136-174 MHz, 380-470 MHz, 450-520 MHz, 764-870 MHz, 896-941MHz				
Minimum RF Power Output	2-30 Watts (764-776 MHz), 2-30 Watts (794-806 MHz), 2-35 Watts (806-824 MHz), 2-35 Watts (851-870 MHz), 1-50 Watts (136-174 MHz), 1-40 Watts (380-470 MHz), 1-45 Watts (450-485 MHz), 1-40 Watts (485-512 MHz), 1-25 Watts (512-520 MHz), 1-30Watts (896-901MHz), 1-3Watts (901-902MHz), 1-30W (935-940MHz), 1-3Watts (940-941MHz)				
Operation	13.8V DC ±20% Negative Ground				
Standby at 13.8V	0.85A (764-870 MHz), 0.85A (136-174 MHz), 0.85A (380-470 MHz), 0.85A (450-520 MHz), 0.85A (896-941MHz)				
Receive Current at Rated Audio at 13.8V	3.2A (764-870 MHz), 3.2A (136-174 MHz), 3.2A (380-470 MHz), 3.2A (450-520 MHz), 3.2A (935-941MHz)				
Transmit Current (A) at Rated Power	136-174 MHz (1-50 Watts)	13A (50W)	8A (15W)	764-870 MHz (2***-35W)	12A (35W) 8A (15W)
	380-470 MHz (1-40 Watts)	11A (40W)	8A (15W)	896-901MHz (1-30W)	10A (30W) 7A(15W)
	450-520 MHz (1-45 Watts)	11A (45W)	8A (15W)	935-940MHz(1-30W)	10A (30W) 7A(15W)
				901-902MHz(1-3W)	5A (3W)
				940-941MHz(1-3W)	5A (3W)

MOBILE MILITARY STANDARDS 810 C, D, E, F, G

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature Storage	501.1	I	501.2	I/A1	501.3	I/A1	501.4	I/Hot	501.5	I/A1
High Temperature Operation	501.1	II	501.2	II/A1	501.3	II/A1	501.4	II/Hot	501.5	II
Low Temperature Storage	502.1	I	502.2	I/C3	502.3	I/C3	502.4	I/C3	502.5	I/C3
Low Temperature Operation	502.1	I	502.2	II/C1	502.3	II/C1	502.4	II/C1	502.5	II
Temperature Shock	503.1	-	503.2	I/A1-C3	503.3	I/A1-C3	503.4	I/Hot-C3	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain Blowing	506.1	I	506.2	I	506.3	I	506.4	I	506.5	I
Rain Steady	506.1	II	506.2	II	506.3	II	506.4	III	506.5	III
Humidity	507.1	II	507.2	II	507.3	II	507.4	-	507.5	II-Aggravated
Salt Fog	509.1	-	509.2	-	509.3	-	509.4	-	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Blowing Sand		-	510.2	II	510.3	II	510.4	II	510.5	II
Vibration Min. Integrity	514.2	VIII/F, Curve-W	514.3	I/10	514.4	I/10	514.5	I/24	514.6	I-Cat.24
Vibration Loose Cargo	514.2	XI	514.3	II/3	514.4	II/3	514.5	II/5	514.6	-
Shock Functional	516.2	I	516.3	I	516.4	I	516.5	I	516.6	I, V, VI

ENCRYPTION

Supported Encryption Algorithms	AES and ADP
Encryption Algorithm Capacity	Single
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 64 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing, OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology(NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3 FIPS 197

* Measured in the analog mode per TIA/EIA 603 under nominal conditions
 ** Accuracy specs are for long-term tracking (95th percentile values >5 satellites visible at a nominal -130 dBm signal strength)
 *** 2 W. itinerant frequencies.
 + Specs includes performance for the non-GNSS/GNSS bands
 ++ Output power in to 8 and 3.2 Ohm external speakers respectively

Specifications subject to change without notice. All specifications shown are typical. Radio meets applicable regulatory requirements.

Motorola Solutions, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. www.motorolasolutions.com

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ENVIRONMENTAL SPECIFICATIONS

Operating Temperature	-30°C / +60°C
Storage Temperature	-40°C / +85°C
Humidity	Per MIL-STD
ESD	IEC 801-2 KV
Water and Dust Intrusion	IP56, MIL-STD

TRANSMITTER CERTIFICATION

700/800 (764-775, 793-805, 806-824, 851-869 MHz)	AZ492FT7055
VHF (136-174 MHz)	AZ492FT4916
UHF R1 (380-470 MHz)	AZ492FT4915
UHF R2 (450-520 MHz)	AZ492FT4916
900 MHz (896-901, 901-902, 935-940, 940-941 MHz)	AZ492FT5865

FCC EMISSIONS DESIGNATORS

FCC Emissions Designators	8K10F1D, 8K10F1E, 8K10F1W, 11K0F3E, 16K0F3E, 20K0F1E, 10K0F3E (for AZ492FT5865 only)
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Motorola Solutions, Inc.
1303 E. Algonquin Road
Schaumburg, IL 60196

February 9, 2017

Ellen Wernicke, Director
Johnson County Emergency Communications 11880 S.
Sunset Drive
Olathe, KS 66061

Subject: Communications System Agreement with Johnson County, Kansas,
Amendment dated January, 2017.

Regarding: Cooperative Purchasing Agreement

Dear Ms. Wernicke

Please accept the following as Motorola Solutions (MSI) agreement for cooperative purchasing with the above reference contract and amendment.

COOPERATIVE PURCHASING. Upon written notice with intent to buy with MSI, any governmental agency in the States of Kansas and Missouri may purchase Equipment, Software, or Systems using this Agreement or using the pricing in this Agreement.

Either party may opt to cancel this Cooperative Purchasing Agreement with a 90 day written notice to the other party.

Should you have any questions, please do not hesitate to call.

Sincerely,

MOTOROLA SOLUTIONS, INC.



Ali Kapadia

MSSSI Vice President
North America Government Markets

Motorola Solutions, Inc.
1303 E. Algonquin Road
Schaumburg, IL 60196

February 5, 2018

Ellen Wernicke
Director of Emergency Communications
Johnson County Kansas
11880 S. Sunset Dr
Olathe, KS 66061

Subject: Contract 07-13201/DL / Amendment 4

Ms Wernicke;

As part of our commitment to Johnson County we routinely review and update the contract to insure you are getting the best value. With this amendment you will find that the discount levels of our most popular subscriber radios have increased and in addition we included some replacement products for expiring ones, thus keeping the contract fresh and relevant to Johnson County.

We thank you for the opportunity to serve Johnson County with our communications solutions and hope to continue our relationship by providing you with the best products and services available in the communications industry.

Sincerely,

MOTOROLA SOLUTIONS, INC.



Ali Kapadia
Territory Vice President
Government & Public Safety

Attachment:

**Amendment No 4To
Communications System Agreement
(Contract Number 07-13201/DL v.3-12-13)**

This Amendment No. 4 to the Communications System Agreement, contract number 07-13201/DL v.3-12-13, ("CSA" or "Agreement") is made by and between Johnson County, Kansas ("County" or "Party" or "Licensee"), and Motorola Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware ("Motorola" or "Contractor" or "Party") (collectively "Parties"). This Amendment No. 3 amends the Agreement identified above.

RECITALS

WHEREAS, the Parties entered into the Agreement dated March 19, 2013, under which the County agreed to purchase and Motorola agreed to sell an ASTRO 25 800 MHz Radio System Expansion and subsequent future equipment and software as to which the Parties may agree; and,

WHEREAS, the Parties entered into Amendment No.1 to facilitate future purchases of equipment, software and services pursuant to the terms and conditions of the CSA by updating Exhibit G, Motorola APC Discount Schedule 1-23-13; and,

WHEREAS, the Parties, pursuant to Section 16.9 of the CSA, wish to amend the CSA to accommodate such future purchases of equipment, software and services by updating Exhibit G, Motorola APC Discount Schedule 4-23-15;

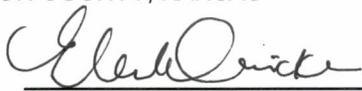
NOW, THEREFORE, the Parties agree that the CSA shall be amended as follows:

1. Amendment No. 4 shall only apply to purchase orders made after the execution of this Amendment and shall not apply to prior purchases pursuant to the CSA.
2. Section 1 – Exhibits B shall only apply to the ASTRO 25 800 MHz Radio System Expansion purchased pursuant to the CSA. Section 1 is hereby amended to replace Exhibit G with the attached Exhibit G, Motorola APC Discount Schedule and Bundled Radio Packages dated 02-05-18..

This Amendment No. 4 is effective on February 05, 2018..

BY SIGNING BELOW, both parties hereto accept this Amendment Number 4 to the Agreement. Except as amended herein, all the terms and conditions of the Agreement, as previously modified, remain unchanged and in full force and effect.

JOHNSON COUNTY, KANSAS

BY: 
NAME: Ellen Wernicke
TITLE: Director
DATE: 2-14-2018

MOTOROLA SOLUTIONS, INC.

BY: 
NAME: Ali Kapadia
TITLE: MSSSI Vice President
DATE: 2.14.18

Johnson County, KS
 Motorola Contract #07-
 13201DL
 Exhibit G 02-05-2018
 1/9/2012 rev 4/21/15-5/12/15

Infrastructure	APC	Product	Discount
	112	GTR8000 Stations	25.0%
	147	Router Equipment	25.0%
	222	Software	0.0%
	228	Centra Com Gold Elite	25.0%
		Centra Com Gold Elite	
	244	Accessories	25.0%
	280	Zone Controller	25.0%
	281	Zone Manager	25.0%
	404	Gold Series Elite Accessories	25.0%
	443	MCC7500	25.0%
	495	Field Replacement Units (FRU)	25.0%
	509	Quantar Stations	25.0%
	524	ASTRO DUI	25.0%
	675	QTAR SZ Intellirepeater	15.0%
	729	Software	0.0%
	823	Software	0.0%
	877	Master Site ASTRO	15.0%
	888	Astro Secure Equipment	25.0%

Subscriber	APC	Product	Discount
	430	Software (Flash) Upgrade	27.5%
	466	APX1500	40.0%
	471	APX4500	40.0%
	426	APX 4000 Portable	40.0%
	481	APX 6000 Portable	40.0%
	527	APX 6500 Mobile	40.0%
	536	APX 3000 Portable	40.0%
	655	APX 7000 Portable	40.0%
	656	APX 7500 Mobile	40.0%
	756	APX 6000 XE Portable	40.0%
	761	APX consolette	40.0%
	837	APX 1000 Portable	40.0%
	579	APX 8000 Portable	40.0%
	681	APX 8500 Mobile	40.0%
	837	APX 900 Portable	40.0%

Accessories - Subs	APC	Product	Discount
	115	Portable Accessories	40.0%
	256	Portable Accessories	40.0%
	271	Carrying Cases	40.0%
	291	batt management	40.0%
	372	Portable Accessories	40.0%
	453	battery	40.0%
	476	Portable Accessories	40.0%
	481	antenna	40.0%
	555	antenna	40.0%
	644	Mobile Accessories	40.0%
	706	Mobile Accessories	40.0%
	742	audio accessory	40.0%
	785	Chargers/Reconditioners	40.0%
	785	Portable Accessories	40.0%
	795	Portable Accessories	40.0%

Wireless Broadband	APC	Product	Discount
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117	Private Label RF Links	0.0%
214	MOSCAD Hardware	15.0%
224	Point-to-MultiPoint	15.0%
382	MOSCAD Software	15.0%
403	RNC3000 Data Controllers	15.0%
469	Network Fault Management	15.0%

Drop ship	APC	Product	Discount
	124	MC3000 Desktop Controller	8.0%
	131	Networking Products	15.0%
	131	Premysis Channel Banks	10.0%
	207	Coax Cable	8.0%
	207	Tower	8.0%
	207	Site Development	8.0%
		NICE Logging	
	229	Recorder/Accessories	23.9%
	262	Control Station Cables	8.0%
	329	Site Buildings	15.0%
	415	Monitors	24.0%
	457	Minitor V Pagers	8.0%
	515	After Market Site Equipment	8.0%
	708	Computers	8.0%

Services	APC	Product	Price
	127	Portable Programming	\$60.00
	127	Mobile Programming	\$60.00
	127	Flash Upgrade	\$60.00
	127	Mobile Dash Mount Install	\$257.00
	127	Mobile Trunk Mount Install	\$354.00
	127	Mobile Dual Control Head Install	\$591.00
	127	Motorcycle Install	\$492.00
	127	Mobile Removal	\$60.00
	127	Control Station Install	\$1,335.00
	127	Template Building (Qty 20)	quote

Motorola may adjust rates periodically, but no more than once each calendar year. When making the adjustment, the rates shown above will be increased by the cumulative change in CPI-W (the US City Average Consumer Price Index for Urban Wage Earners and Clerical Workers) from January 2013 to the latest month for which statistics are available when the increase is implemented.

Above pricing does not include:

- Program Management Coordination
- Interface and hardware to David Clark/Firecom equipment
- Mobile installation hardware (i.e. faceplates/mounting brackets/equipment accessories)
- Relocation of existing equipment
- Loading ID's into Zone Controller

CITY OF RAYTOWN
Request for Board Action

Date: November 12, 2019
To: Mayor and Board of Aldermen
From: Damon Hodges, City Administrator

Resolution No.: R-3253-19

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: Approval of emergency sanitary sewer repairs behind 8520 Harvard Terrace.

Recommendation: Staff recommends approval as submitted.

Analysis: On Friday October 11, 2019 – our sanitary sewer crew was called out to a sewer backup in the area of 8520 Harvard Terrace. Upon arrival, the crew discovered there was a backup within the City main line, and after a considerable amount of time we were able to partially open the City main line. During the response the main was flowing up through the ground just upstream of the manhole 87S-125.

During post backup investigation, our CCTV crew discovered some heavily cracked and collapsing pipe along with tree roots. Staff reviewed the CCTV work and found multiple segments of clay pipe that needs to be immediately replaced to prevent further backups. Due to the condition of the pipe, and the location staff determined that the best action to be taken is replace the roughly ninety (90) feet of pipe manhole to manhole to eliminate the inflow and repair the undermining that has occurred as a result of the breaks and overflow.

Staff received an estimate of \$25,380 from Leath & Sons Inc. on October 14, 2019. The work was completed on Thursday, October 17, and staff now has the agreed upon final invoice for this emergency project of \$26,380. Staff worked on site with the contractor daily to ensure a quality project and that staff would be able to make any additional changes on the fly to limit delays and potential increases to delays. The increase in final cost was due to additional footage of sewer pipe that was discovered that needed to be removed and replaced.

This to be funded from the Sanitary Sewer Fund 501.62.00.100.53600. This project was authorized and completed per City Purchasing Policy (Section 6, Emergency Purchases, 6.1A).

Alternatives: N/A

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: Sewer Fund, Capital Expenditures
501.62.00.100.53600
Amount to Spend: \$26,380.00

Additional Reports Attached: Final invoice, location map, during & post construction pictures, emergency memo with Leath & Sons Inc. construction estimate, and pre-construction pictures.

A RESOLUTION AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF LEATH & SONS, INC. FOR EMERGENCY SANITARY SEWER REPAIRS AT 8520 HARVARD TERRACE IN AN AMOUNT NOT TO EXCEED \$26,380.00

WHEREAS, the City of Raytown periodically identifies emergency sanitary sewer infrastructure that needs repair beyond staff capacity; and

WHEREAS, the City of Raytown received a proposal from Leath & Sons, Inc. for an emergency sanitary sewer repair for property located at 8520 Harvard Terrace in the amount of \$26,380.00 for such purposes; 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 professional services of emergency sanitary sewer repair from Leath & Sons, Inc. and approve project expenses at property located at 8520 Harvard Terrace in an amount not to exceed \$26,380.00;

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

THAT the professional services of emergency sanitary sewer repair from Leath & Sons, Inc. and approval of project expenses for property located at 8520 Harvard Terrace in the amount of \$26,380.00, is hereby authorized and approve; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 12th day of November, 2019.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney



Public Works Department

10000 East 59th Street
Raytown, Missouri 64133
(816) 737-6012
www.raytown.mo.us

Inter-office Memorandum

October 14, 2019

To: Damon Hodges, City Administrators
cc: Missy Wilson, Assistant City Administrator, and Tony Mesa, PW Superintendent

From: Jason Hanson, City Engineer

re: **8520 Harvard Terrace Emergency Sanitary Sewer Pipe Point Repair**

On Friday October 11, 2019 – our sanitary sewer crew was called out to a sewer backup in the area of 8520 Harvard Terrace. Upon arrival, the crew discovered there was a backup within the City main line, and after a considerable amount of time we were able to partially open the City main line. During the response the main was flowing up through the ground just upstream of the manhole 87S-125.

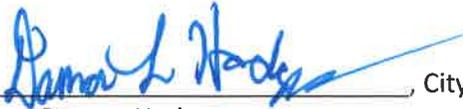
During post backup investigation, our CCTV crew discovered some heavily cracked and collapsing pipe along with tree roots. Staff reviewed the CCTV work and found multiple segments of clay pipe that needs to be immediately replaced to prevent further backups. Due to the condition of the pipe, and the location staff determined that the best action to be taken is replace the roughly ninety (90) feet of pipe manhole to manhole to eliminate the inflow and repair the undermining that has occurred as a result of the breaks and overflow.

Per City of Raytown purchasing policy, with this sanitary sewer main not working properly and needing to be replaced immediately, Public Works staff has designated this to be an emergency project. Staff located a local contractor that could mobilize quickly and perform these needed repairs quickly. Section 2, Exceptions to Competitive Bid Process, 2.1 Competitive Bids Not Required, Circumstances, 8th paragraph states *"competitive bidding shall not be required when the City Administrator has declared, in writing, the purchase to be an emergency. Purchases in excess of fifteen thousand dollars (\$15,000) made under the provisions of this exception shall be reported to the Board of Aldermen at its next regularly scheduled meeting. Further rules and regulations can be found in section 6 of this policy."*

Staff received an estimate of \$25,380.00 from Leath & Sons Inc. on October 14, 2019. Due to some unknowns and the probability of additional bypass pumping staff believes 15% contingency \$3,807.00 is appropriate for a total of \$29,187.00.

This to be funded from the Sanitary Sewer Fund 501.62.00.100.53600. Staff recommends moving forward with Leath & Sons, Inc.

Respectfully,
Jason Hanson, City Engineer

Approval (Purchasing Policy Section 2 & 6):  _____, City Administrator
Damon Hodges



Public Works Department

10000 East 59th Street
Raytown, Missouri 64133
(816) 737-6012
www.raytown.mo.us

Inter-office Memorandum



Established in 1849 as Ray's Town
On the Santa Fe, California and Oregon Trail



Public Works Department

10000 East 59th Street
Raytown, Missouri 64133
(816) 737-6012
www.raytown.mo.us

Inter-office Memorandum



9301 E 63rd St
Raytown MO 64133
Office 816-353-8623
Fax 816-353-7011

Tony Mesa
City of Raytown Public Works
1000 E 59th Street
Raytown, MO 64133

October 14, 2019

RE: Southwood Sewer Lagoon 8" Repair

Tony, I am pleased to present a proposal for the Southwood Sewer Lagoon 8" Repair. Please let me know if you have any questions.

LEATH & SONS, INC. CITY OF RAYTOWN SOUTHWOOD LAGOON					
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	LABOR & EQUIPMENT	1	LS	\$ 21,600.00	\$ 21,600.00
2	8" SDR 26	90	LF	\$ 18.00	\$ 1,620.00
3	GRAVEL	60	TON	\$ 26.00	\$ 1,560.00
4	SEED & STRAW	1	LS	\$ 600.00	\$ 600.00
				TOTAL	\$ 25,380.00

Sincerely,

David Oshel
Leath & Sons, Inc.

Established in 1849 as Ray's Town
On the Santa Fe, California and Oregon Trail

raytown harvard
875-126 -> 875-125

Circular 8inch Vitrified Clay Pipe

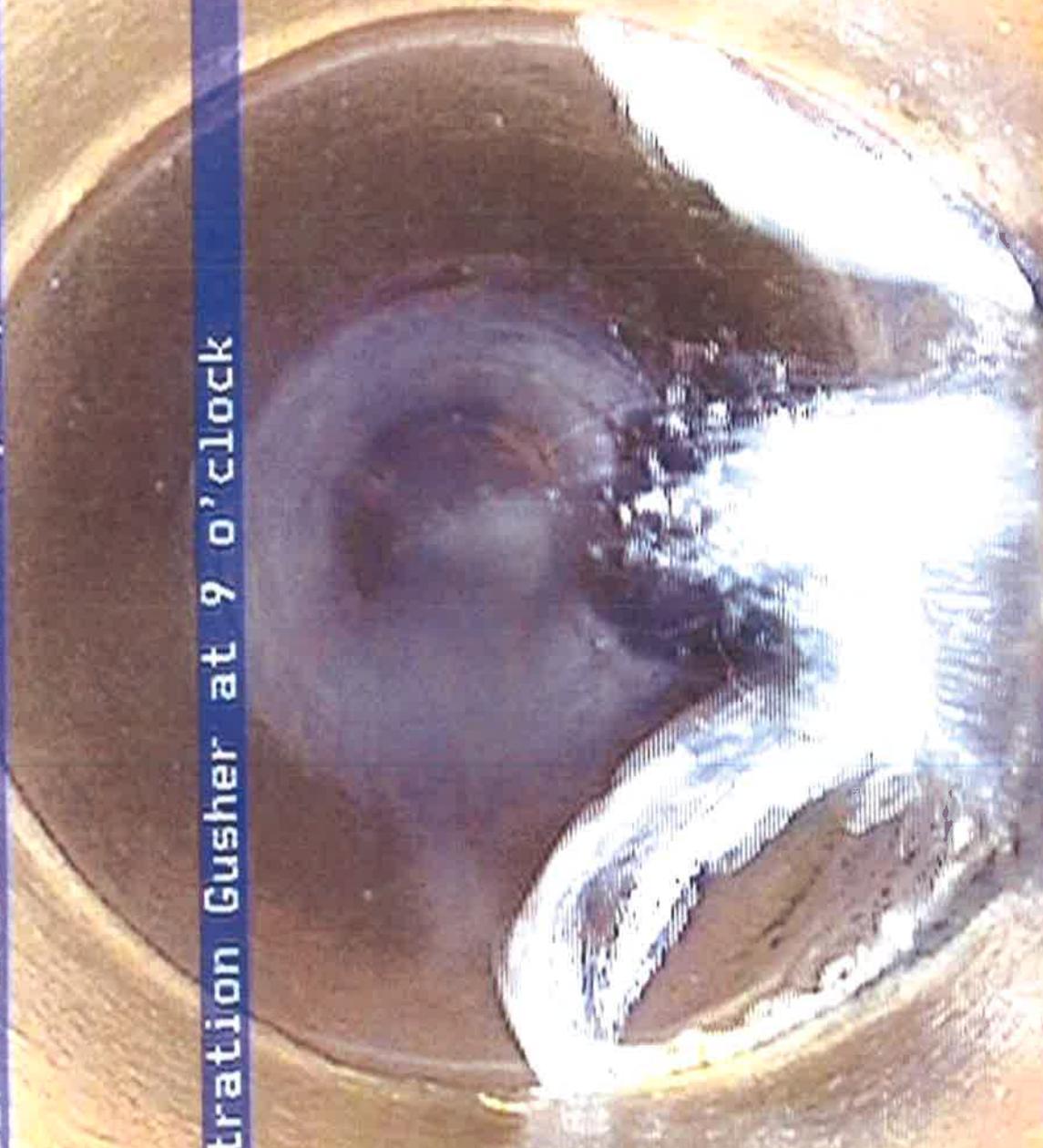
Infiltration Gusher at 9 o'clock

15:57:08

2019-10-14

-17.38°

16.43 ft



raytown harvard
875-126 -> 875-125

Circular 8inch Vitrified Clay Pipe

Crack Multiple from 3 o'clock to 9 o'clock

15 14 24

2019-10-14

-17.38 °

22.42 ft

Engineers Pay Application & Contractors Request for Payment
 Project Name: Southwood Sewer Lagoon 8" Repair
 Owner: City of Raytown
 Contract No.
 Contractor: Leath & Sons Inc.



Estimate No. 1

For work completed through 10-31-19
 Date: 10-31-19

SCHEDULE OF VALUES						Previously Completed			Items for Payment This Period			Amount Completed To Date
Item	Unit Price	Bid Qty.	Final Qty.	Unit	Actual Amount	Quantity	Amount	Percent	City Meas. Quantity	Amount	Percent	
1. Labor & Equipment	\$ 21,600.00	1	1		\$ 21,600.00				1.0	\$ 21,600.00	100.00%	\$ 21,600.00
2. 8" SDR 26 Pipe	\$ 1,620.00	1	1		\$ 1,620.00				1.0	\$ 1,620.00	100.00%	\$ 1,620.00
3. Gravel	\$ 1,560.00	1	1		\$ 1,560.00				1.0	\$ 1,560.00	100.00%	\$ 1,560.00
4. SEED & STRAW	\$ 600.00	1	1		\$ 600.00				1.0	\$ 600.00	100.00%	\$ 600.00
					\$ -							
5. ADDITIONAL FOOTAGE	\$ 1,000.00	1	1		\$ 1,000.00				1.0	\$ 1,000.00	100.00%	\$ 1,000.00

Original Contract Amount	\$ 26,380.00	Amount This Period	\$ 26,380.00
Change Order Number	\$ -	Amount Previously Completed	\$ -
Current Contract Amount	\$ 26,380.00	Amount Completed to Date	\$ 26,380.00
Percent Completed	100.00%	Materials On Hand	\$ -
		Subtotal	\$ 26,380.00
		\$0.00 Retainage	\$ -
		Net Amount This Estimate	\$ 26,380.00
		Pay App. #1	
		Previous Payments to Contractor	\$ -
		Amount Remaining in Contract	\$ -
		AMOUNT PAYABLE =	\$ 26,380.00

In accordance with the Contract Documents it is the opinion of the Engineer that this application is correct and payable.

CONTRACTOR:
 Leath & Sons Inc.

City of Raytown, Missouri
 Project Manager:

By: *[Signature]*

By: _____

Public Works Director:

By: _____

Construction Pictures:







**CITY OF RAYTOWN
Request for Board Action**

Date: November 7, 2019
To: Mayor and Board of Aldermen
From: Damon Hodges, City Administrator

Resolution No.: R-3252-19

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Authorize and Approve the expenditure from the Capital Sales Tax Fund for a new monument sign at City Hall.

Recommendation: Staff recommends approval.

Analysis: Staff prepared an RFP for the design, construction, installation and training for a monument sign with changeable message center. The Public Works Department opened 5 requests for proposals on Friday, August 16th. Staff has worked with the lowest, responsive, responsible bidder and has had additional options quoted. The base bid of \$28,980.00 plus \$8,845.00 for changes and additions as we finalized the options making the final estimated amount \$37,825 for option "A", as attached.

The monument sign in front of City Hall was previously removed due to significant damage a few years ago. This project will replace this monument sign and will display Raytown City Hall, Municipal Court, our address, and have 2 LED message boards (facing east and west).

Staff is recommending BOA approval to be approximately 5.75% higher than this estimate, to cover unforeseen circumstances and overruns that may arise with this work. The additional 5.75% is approximately \$2,175.00 and added to \$37,825.00 equals a total cost of \$40,000.00.

This project does not have any state or federal funding associated with it. This project will be inspected with the City's own personnel.

Alternatives: to continue to not have a front monument sign.

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
Account Number: 205.00.00.100.57000
Amount to Spend: not to exceed \$40,000.00

Additional Reports Attached: Bid Results, Email with Options A and E, and an example from the low bidder.

A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH INFINITY SIGN SYSTEMS FOR A NEW MONUMENT SIGN AT CITY HALL IN AN AMOUNT NOT TO EXCEED \$40,000.00

WHEREAS, the City of Raytown (the "City") issued a request for proposal for the design, construction, installation and training for a monument sign with a changeable message center; and

WHEREAS, the Public Works Department received five (5) responses to the request and has determined that the bid submitted by Infinity Sign Systems was the most advantageous bid received; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve the expenditure of funds with Infinity Sign Systems for a new monument sign at City Hall in an amount not to exceed \$40,000.00.

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

THAT the Board of Aldermen find it in the best interest of the City of Raytown to authorize and approve the expenditure of funds with Infinity Sign Systems for a new monument sign at City Hall in an amount not to exceed \$40,000.00; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City 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 12th day of November, 2019.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney



BID RESULTS

City Hall Monument Sign Project

2:30pm, Friday, August 16, 2019

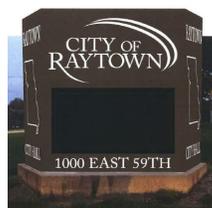
CONTRACTOR	BASE BID	Alternate 1 w/ Messaging System	Option 2	Option 3	Option 4
1. Infinity Sign Systems	\$28,980.00	included in base bid	---	---	---
2. Lawrence Sign Up	\$21,500.00	add \$11,000			
3. Star Signs LLC	\$16,590.00	add \$15,910 Monochrome 26.4mm	add \$20,297 Color 19.8mm		
4. Odegard Sign Company	\$21,815.00	\$40,500 Monochrome	\$40,350 Monochrome	\$43,250 Monochrome	\$56,700 Monochrome
5. Stewart Signs	\$76,350.00	not included			

Engineer's Estimate	\$25,000.00	+ \$10,000.00	---	---	---
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Additional work quantities:

	<u>Infinity Sign</u>	<u>Lawrence Sign</u>	<u>Star Signs</u>	<u>Odegard Sign</u>	<u>Stewart Signs</u>
- Excavation	n/a	n/a	\$1,002	quote	?
- Rock	n/a	n/a	n/a	quote	?
- Disposal	n/a	n/a	0	\$750	?
- Electrical	included	\$2,170	\$2,505	\$105 per hour	?
- Foundation	use existing	n/a	\$3,006	quote	?
- Hourly Labor	\$90	\$44.64	\$75	\$95	?
- Equip. Rental	using own trucks	n/a	0	\$950	?

- Major Components Watchfire Spec Watchfire Signs Daktronics Galaxy EMC Cirrus EMC ?



Jason Hanson

From: Michael Schmidt <michael@infsign.com>
Sent: Tuesday, September 10, 2019 1:18 PM
To: Tony Mesa; Jason Hanson
Subject: RE: City Hall Monument Sign

Hi Jason & Tony –

I've got your answers to the inquiries below.

Regards to Option "A", the cost was correct, we are building three separate sign cabinets & the power has to wrap around the existing concrete bases to each one, the 10mm EMC signs need to be very stable so they aren't unsafe & risk blowing over, \$ 37,825 is correct.

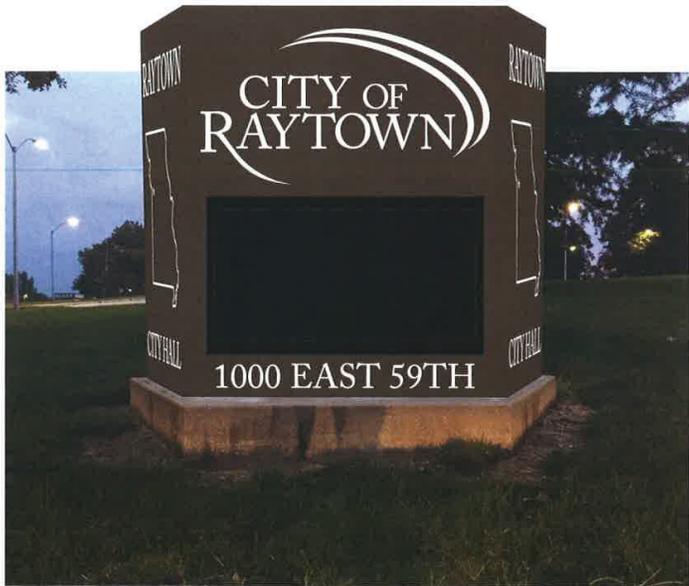
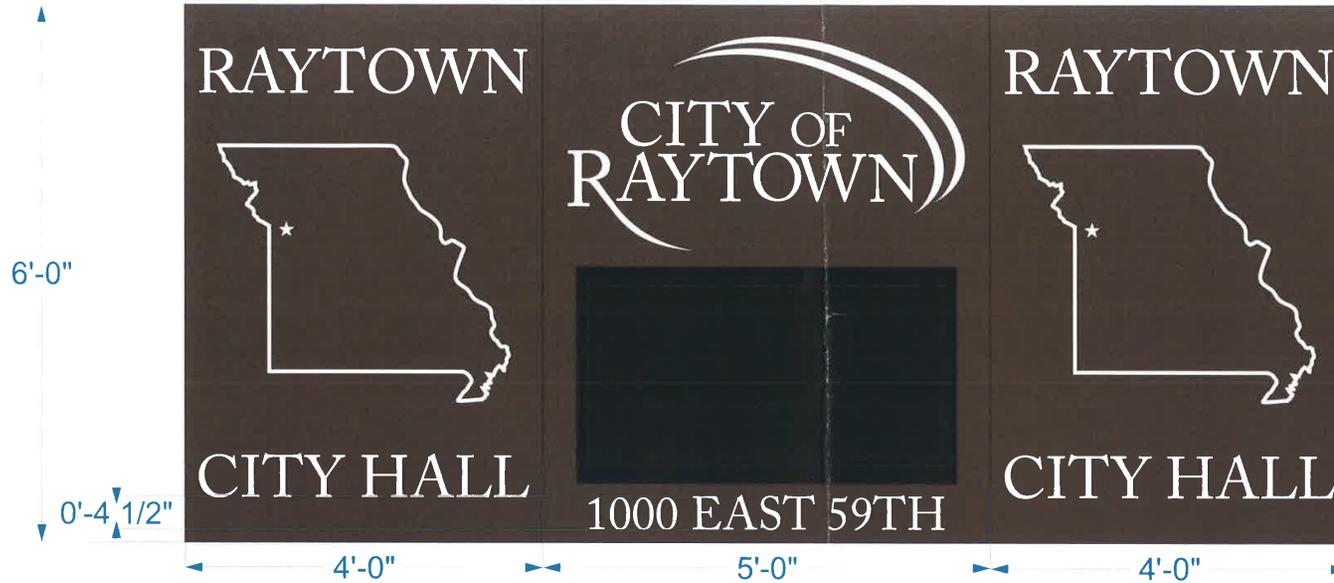
As for Option "E" has (2) 2x5 view 10 mm EMC's & static sign in the middle has back lit logo & backlit address, each EMC on the ends has nothing but the EMC system, would be right at \$ 40,000.00

Let me know which option you like (I suggest option A). and I will forward you a proposal on our company letter head for written approval & then proceed with shop drawings for your review.

Thanks.

Mike Schmidt
Infinity Sign Systems
Mobile: 785-218-6987

Option 4



Manufacture and install (1) new internally illuminated monument sign on existing base. Sign to consist of (3) routed aluminum cabinets. Faces to be backed with white plastic, white LED's, and painted Duranodic Bronze. Monument to feature a watchfire EMC display (2' x 4' viewing area).

- Address options (non-illuminated)
- 1 - FCO letters painted white.
 - 2 - White high performance vinyl

Client	
City of Raytown	
Design #	
ISS.103051	
Sheet 4 of 4	
Address	
1100 E 59th ST Raytown MO	
Account Rep.	M Schmidt
Designer	<i>Kyle South</i>
Date	08-08-19
Approval / Date	
Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	
Revision / Date	
Drawing Title	
Monument sign	
4900 Lister Ave Kansas City, MO 64130 Phone: 816.252.3337 Fax: 816.252.3351	
<small>This drawing is the property of Infinity Sign Systems, Inc. and all rights to its use for reproduction are reserved by Infinity Sign Systems.</small>	