

## **AGENDA**

Raymore City Council Regular Meeting  
City Hall – 100 Municipal Circle  
Monday, June 26, 2023  
6:00 p.m.

**1. Call to Order**

**2. Roll Call**

**3. Pledge of Allegiance**

**4. Presentations/Awards**

**5. Personal Appearances**

**6. Staff Reports**

- A. Public Works (pg 9)
- B. Parks and Recreation (pg 11)
- C. City Clerk - Record Destruction (pg 13)
- D. Communications Report
- E. Monthly Financial Report (pg 19)

**7. Committee Reports**

**8. Consent Agenda**

*The items on the Consent Agenda are approved by a single action of the City Council. If any Councilmember would like to have an item removed from the Consent Agenda and considered separately, they may so request.*

- A. City Council Meeting Minutes, June 12, 2023 (pg 29)

**9. Unfinished Business - Second Reading**

A. Madison Valley 3rd Final Plat

- Reference:
- Agenda Item Information Sheet (pg 43)
  - Bill 3816 (pg 45)
  - Staff Report (pg 48)
  - Development Agreement (pg 55)
  - Final Plat Drawing (pg 65)

Bryan Rahn, representing Blue Springs Safety Storage, LLC and Country Club Homes, LLC, is requesting final plat approval of the Madison Valley 3rd Plat, a proposed 21-lot subdivision located north of 58 Highway, generally between Sunset Lane and N. Madison Street. This phase provides a connection between the recently approved 2nd Plat, and the existing 1st plat to the east.

- City Council, 06/12/2023: Approved 8-0
- Planning and Zoning Commission, 06/06/2023: Approved, 6-0

**B. Voluntary Annexation - 1010 N. Jackson Street - Lot 5, Willow Hills**

Reference: - Agenda Item Information Sheet (pg 67)  
- Bill 3815 (pg 69)  
- Map (pg 71)  
- Annexation Agreement (pg 72)

Ron and Eileen Stevick, owners of the property located at 1010 N. Jackson Street in the Willow Hills subdivision, have requested voluntary annexation into the corporate limits of the City. This property is the last remaining lot within the Willow Hills subdivision that has not been annexed.

- City Council, 06/12/2023: Approved 8-0

**C. Award of Contract for Professional Services - Raymore 2045 Comprehensive Plan**

Reference: - Agenda Item Information Sheet (pg 77)  
- Bill 3817 (pg 79)  
- Contract (pg 81)

In 2021, the City began the efforts of drafting a new Comprehensive Plan for the City. Following the 2022 Community Conversation hosted by the City, staff compiled a draft of the plan, with the intent of contracting with a consultant to assist with the final design, drafting, and compilation of the plan for adoption by the City. The consultant, Olsson Studio, will provide technical assistance to the City in the form of demographic reports and economic forecasts, as well as related graphical plans and figures to support the recommendations of the plan.

- City Council, 06/12/2023: Approved 8-0

**D. Budget Amendment: Trash, Recycling, and Yard Waste Fees**

Reference: - Agenda Item Information Sheet (pg 97)  
- Bill 3818 (pg 99)  
- Constable Sanitation Letter (pg 101)

As part of the contract for trash, recycling, and yard waste collection, Constable Sanitation is requesting an adjustment in the fee for trash and recycling services. This increase follows the Consumer Price Index for garbage and trash hauling. The proposed rates will increase trash service by \$0.86 a month and will increase recycling by \$0.11 per month.

- City Council, 06/12/2023: Approved 8-0

E. Agreement with Raymore-Peculiar School District for SRO Services

Reference: - Agenda Item Information Sheet (pg 103)  
- Bill 3798 (pg 105)  
- Agreement (pg 107)

This agreement calls for the City of Raymore to provide School Resource Officer services to the Raymore-Peculiar School District for schools within the Raymore City limits and East Middle School in Cass County, as needed, during the 2023-2024 school year. The school district will provide reimbursement to the City for these services.

- City Council, 06/12/2023: Approved 8-0

**10. New Business - First Reading**

A. Easement Vacation - Lot 412, Westbrook 15th Final Plat (public hearing)

Reference: - Agenda Item Information Sheet (pg 115)  
- Bill 3819 (pg 117)  
- Plot Plan (pg 119)  
- Staff Report (pg 120)

Jody Latham, representing Cooper Land Development, has requested the vacation of an existing side and rear-yard utility easement located on Lot 412 within the Westbrook at Creekmoor 15th Plat for the purposes of replatting Lots 412 and 415. The request would allow for a new plat to be submitted with a revised property line and new utility easement.

B. Easement Vacation - Lot 415, Westbrook 15th Final Plat (public hearing)

Reference: - Agenda Item Information Sheet (pg 125)  
- Bill 3820 (pg 127)  
- Plot Plan (pg 129)  
- Staff Report (pg 130)

Bryan Hansen, owner of the property located at 1113 Hillswick Lane (Lot 415, Westbrook 15th Plat), has requested the vacation of an existing 25'

rear-yard utility easement located on Lot 415 within the Westbrook at Creekmoor 15th Plat for the purposes of replatting Lots 412 and 415. The request would allow for a new plat to be submitted with a revised property line and new utility easement.

C. Grant Park Villas Final Plat

Reference: - Agenda Item Information Sheet (pg 135)  
- Bill 3821 (pg 137)  
- Staff Report (pg 139)  
- Development Agreement (pg 147)  
- Final Plat Drawing (pg 157)

Justin Zimmerman, representing Zimmerman Properties, LLC, is requesting final plat approval for the proposed Grant Park Villas project, a 3.8 acre tract of land located between 58 Highway and Grant Drive, east of N. Adams Street. The request would allow for the development of the Grant Park Villas project, a proposed 48-unit apartment community

- |  |
|--|
| <ul style="list-style-type: none"><li>• Planning and Zoning Commission, 06/20/2023: Approved 8-0</li></ul> |
|--|

D. Award of Contract - Constable Sanitation

Reference: - Agenda Item Information Sheet (pg 159)  
- Bill 3826 (pg 161)  
- Amended Contract (pg 163)

Constable Sanitation's original multi-year contract is expiring. Throughout the course of the initial agreement, Constable has provided reliable, responsive, and cost-effective service to the citizens of Raymore. This contract will allow Constable to continue to provide services for three years with options to renew the contract twice for a total contract length of five years.

E. Missouri Highways and Transportation Commission Governor's Cost Share Agreement (emergency reading)

Reference: - Agenda Item Information Sheet (pg 183)  
- Bill 3822 (pg 185)  
- Cost Share Agreement (pg 187)

On January 4, 2023, the Missouri Highways and Transportation Commission awarded the City of Raymore \$4,094,666 under the Governor's Transportation Cost Share Program to assist in the extension of Dean Avenue south to 195th Street, modifications to 195th Street, and the installation of a traffic signal at Dean Avenue and North Cass Parkway. This agreement allows the City to move forward with MODOT to implement the project utilizing the awarded grant funding.

F. Award of Contract - Axon Tasers, Body and In-car Camera Systems  
(emergency reading)

Reference: - Agenda Item Information Sheet (pg 203)  
- Bill 3824 (pg 205)  
- Quotes (pg 207)

In 2021, the Police Department purchased a body worn and in-car camera solution. Since that time the system has been unreliable and inconsistent when capturing video, audio, or both. Through research and test wear, staff believes that moving to Axon will give the City reliability and consistency. An award of contract to Axon is recommended for the purchase and installation of taser, body-worn, and in-car camera systems.

G. Amending City Code Chapter 610 Peddlers, Solicitors, and Canvassers

Reference: - Agenda Item Information Sheet (pg 265)  
- Bill 3827 (pg 267)  
- Sample Sticker (pg 272)

City staff have identified possible code changes within Chapter 610 of the Raymore City Code of Ordinances to optimize the interactions between peddlers, solicitors, canvassers and the residents of Raymore. These changes will help clarify existing practices while encouraging more positive interactions among peddlers, solicitors and canvassers when engaging the residents of Raymore.

## 11. Public Comments

Please identify yourself for the record and keep comments to a maximum of five minutes.

## 12. Mayor/Council Communication

## 13. Adjournment

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Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 06/19/2023 (pg 275)
  - Planning and Zoning Commission minutes, 06/06/2023 (pg 277)
  - Parks and Recreation Board minutes, 04/25/2023 (pg 283)
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### **EXECUTIVE SESSION (CLOSED MEETING)**

The Raymore City Council may enter an executive session before or during this meeting, if such action is approved by a majority of Council present, with a quorum, to discuss:

- Litigation matters as authorized by § 610.021 (1),
- Real Estate acquisition matters as authorized by § 610.021 (2),
- Personnel matters as authorized by § 610.021 (3),
- Other matters as authorized by § 610.021 (4-21) as may be applicable.

*Any person requiring special accommodation (i.e., qualified interpreter, large print, hearing assistance) in order to attend this meeting, please notify this office at (816) 331-3324 no later than forty eight (48) hours prior to the scheduled commencement of the meeting.*

*Hearing aids are available for this meeting for the hearing impaired. Inquire with the City Clerk, who sits immediately left of the podium as one faces the dais.*

# Staff Reports







## **PUBLIC WORKS MONTHLY REPORT**

**June 2023**

### **ENGINEERING DIVISION**

#### **Projects Under Construction**

- FY 2023 Street Preservation
- FY 2023 Curb Replacement
- FY 2023 Stormwater Improvement

#### **Development Under Construction**

- Parkside 1st Plat
- The Depot
- Estates at Knoll Creek 2nd Plat
- Madison Valley Phase 2
- Ridgeview Estates
- Ascend

### **OPERATIONS & MAINTENANCE DIVISION**

70 City Hall Work Orders  
12 Driveway Inspections  
5 Final ROW Inspections  
362 Locates  
17 Service Requests  
0 Sewer Inspection  
1 Water Inspections  
6 Sidewalk Inspection  
1 Water Taps  
1 Curb Inspection  
Uploaded and entered backflow tests into system  
Sidewalk repairs - Old Paint  
Completed misc concrete inspections  
Completed water service requests  
Patched potholes  
Water meter repairs  
Fleet maintenance  
Picked up a pallet of patch  
Water turn ons  
Mowed and weed eated stations  
Equipment maintenance  
Water break on Old Mill Rd  
Flagger Safety Training 5/04/2023  
Rebuilt 3 meter pits  
Water crew and Concrete crew assisted customer service  
Curb patched on Buena Vista  
Curb patched on Brompton Ln

Curb patched on E Sierra  
Cleaned storm box on Ventnor  
Completed sidewalk inspections  
Made updates to handheld radios  
Replaced 386 hydraulic box seal  
Completed 6 concrete requests  
Worked on sign work orders  
Fixed road to White Tail Lift Station  
Continued inspections of sewer manholes in Zone 2 for potential sewer jetting this coming season  
EPA samples  
Changed out meter at the Benton House  
Cleaned the sewer baskets at Owen Good Lift Station  
APWA Public Works institute Module 4 training (May 9th-11th) - Luke Daugherty  
Cleaned grease out of the wet well at Lift Station #7



# MONTHLY REPORT

June 2023

## Spirit of America Celebration June 30 - Recreation Park Fireworks at dusk



**Time:** 7:00pm - 10:00pm

**Music:** Clay Clear Band

*Clay Clear Band is Missouri's premier broadcaster of original Southern Rock and Country music*

**Food:** P&R Concessions  
Jacks Kettle Corn  
Kona Ice  
Shivers Ice House  
Taste of Brazil  
Embrace the Grape  
Da Poke Wagon  
Chick Fil A  
KC Concoctions  
Minsky's Pizza  
Dizzy Blender

**Entertainment:**

40 ft obstacle course  
Large bounce house  
Dunk tank  
Bungee run inflatable  
Baseball interactive game inflatable  
Corn hole, Giant Jenga and Yard  
Yahtzee and Volleyball.  
Face Painting

### Sponsors

**Community Bank of Raymore and First Student Bus Company**





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: June 26

SUBMITTED BY: Erica Hill

DEPARTMENT: City Clerk

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input checked="" type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Destruction of Records - information only

**STRATEGIC PLAN GOAL/STRATEGY**

4.1.3: Continuously improve the City's governance processes

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
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**STAFF RECOMMENDATION**

N/A

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:  
Date:  
Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

2023 Record Destruction List  
Certificate of Destruction

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The Missouri Secretary of State oversees document retention in Missouri's political subdivisions. According to the Missouri Records Retention Manual published by that office, certain records need only be retained for limited periods of time, at which point they can be destroyed. Storage space is limited making it necessary to destroy records that have met the life of their retention.

Each City department reviewed the manual and provided the City Clerk's office with a list of documents that could be destroyed. That list is attached to this memo as Exhibit A.

Following the destruction of the records, the manual states that "the disposition of records should be recorded in a document such as the minutes of the city council or other legally constituted authority that has permanent record status. The record should include the description and quantity of each record series disposed of, manner of destruction, inclusive dates covered and the date which destruction was accomplished." Staff witnessed the destruction of 1,406 lbs. of records by shredding on June 19, 2023, in accordance with the practice outlined by the Secretary of State's office above.

**RECORD DESTRUCTION 2023 EXHIBIT A**

Box Number	Contents	Retention Code
<b>Accounts Payable</b>		
193	FY 16 VISA 05/2016 - 10/2016	GS-007
194	FY 17 A - C misc	GS-007
195	FY 17 C - H	GS-007
196	FY 17 I - M employee	GS-007
197	FY 17 Ma - S employee	GS-007
198	FY 17 Sa - Va	GS-007
199	FY 17 Vb - UMB 01/27/17	GS-007
200	FY17 UMB 02/28/17 - 06/28/17	GS-007
201	FY17 UMB 07/28/17 - 10/27/17	GS-007
<b>City Clerk</b>		
2023-001	Misc insurance files, misc legal files, 2018 & 2019 Record Requests, 2019 Publication Affidavits, 2020 LSV Permits, 2018 & 2019 Fireworks permits, 2018/2019 Liquor Licenses, 2014-2018 Delinquent Occ Lic files/citations/revocations.	GS058, GS057, GS066, GS50
2023-002	2019 Occupational Licenses, Returned Letters, Not Doing Business Correspondence	GS050
2023-003	2019 Occupational Licenses	GS050
<b>Court</b>		
CT23-001	2017 FINANCIALS (Jan - April)-reports, deposit slips, voided tickets	COURT OPERATING RULE 8
CT23-002	2017 FINANCIALS (May-August) reports, bond receipt books	COURT OPERATING RULE 8
CT23-003	2017 FINANCIALS (Sept. - Dec.) reports & transfer bonds	COURT OPERATING RULE 8
CT23-004	2017-2019 Court filing listing	COURT OPERATING RULE 8
CT23-005	2019 F-K 3 Years Open	COURT OPERATING RULE 8
CT23-006	2019 A-E 3 Years Open	COURT OPERATING RULE 8
CT23-007	2019 A-Z 3 Years Closed	COURT OPERATING RULE 8
CT23-008	2019 W-Z 3 Years Open	COURT OPERATING RULE 8
CT23-009	2019 L-Q 3 Years Open	COURT OPERATING RULE 8
CT23-010	2019 R-V 3 Years Open	COURT OPERATING RULE 8
<b>Finance</b>		
FN 51	FY 13 Payroll Backup	GS-068
FN 86	FY 16-17 REVENUE RECEIPTS & NOV-DEC 16 JE'S & SUPPORT	GS 717
FN 87	FY 16-17 JE'S & SUPPORT JAN - MAY	GS 717
FN 88	FY 16-17 JE'S & SUPPORT JUN - OCT	GS 717
FN 127	FY 14-15 Budget Backup FT 09-12 CAFR audit backup	GS004
FN 128	FY 14-15 Budget Backup	GS004
FN 129	FY 14-15 Budget Backup	GS004
FN 111	2011-2018 Deleted and Sold Assets	GS0764
RFP/RFQ 34	2011-2012 ALLIED WASTE FILE, BANKING SERVICES, CURB REPLACEMENT, EREM GENERATOR MAINT, FACILITATION OF RECREATION FACILITY, FACILITATOR GROWTH MGMT, FINISH MOWERS PARKS, HVAC PREVENTATIVE MAINT, IT SECURITY AUDIT, JOHNSTON & 58 HWY TURN LN, LUCY WEBB RD REHAB, JANITORIAL FILE	GS-055
RFP/RFQ 35	2011-2012 NEWSPAPER OF RECORD, N MADISON & GORE WATER LINE, NPDES PERMIT APPLICATION, ON CALL ELECTRICIAN, OWEN GOOD FORCE MAIN, OWEN GOOD EASEMENT SURVEY, PARKS MAINT FACILITY REBID, PLAYGROUND CONSTRUCTION, POLICE DEPT RENOVATION RFQU	GS-055

RFP/RFQ 36	2011-2012 POLICE DEPT RENOVATION CONST, PRINTING SERVICES, PW VESTIBULE CONST, RAYMORE ROADS REHABILITATION, REC PARK TENNIS COUETS, SALT BULK, SANITARY SEWER I 7 I PHASE 1, SANITARY SEWER I & I PHASE II, SCREEN PRINTING & EMBROIDERY, SIDEWALK CONST., SILVERLAKE SANITARY SEWER	GS-055
RFP/RFQ 37	2011-2012 SILVERLAKE WATER MAIN, S MADISON YARD RESTORATION, STREET PRES, SUNRISE DRIVE JOINT REPAIR, TRASH SERVIVE RESIDENTIAL RENEWAL, UTILITY TRACTOR PARKS, WARD PARK DETENTION RISER, VEHICLE MAINT., OLD INSURANCE WORK BOOKS, 2008-2010 BID BONDS, PMT & PERF BONDS.	GS-055

<b>Public Works</b>		
PW 0040	Public Works Locates Jan-May 2018 GS 020	GS-020
PW 0041	Public Works Locates Jun-Sept 2018 GS 020	GS-020
PW 0042	Public Works Locates Oct-Dec 2018 GS 020	GS-020

<b>Utilities</b>		
181	2018 Bankruptcy Winter Avg forms ACH Bank drafts timber trails tax refund Demand Deposit returns	GS-020
190	MAY 21-DEC 21-Cash collection receipts	GS-011
168	July-Nov 2016 Re Reads & Billing	GS-020
175	Dec 2016 Billing and work roders Aug 2017-Oct 2017 work order billing and re reads	GS-020
176	Meter conversions 2015-2017 Sewer Avg reports 2017 2015 Water taps CSG Billing 2013	GS-020
178	Nov 2017-Oct 2018 Work Orders	GS-020
180	2017 Demand deposit returns contract billing ACH 2015 Hydrant meters 2016 Demand deposit	GS-020





CLIENT NAME: City of Raymore

DATE OF SERVICE: 6/19/23

## Certificate of Destruction

WE HEREBY CONFIRM THAT THE DOCUMENTS,  
RECORDS, FILES, ETC., AS DESCRIBED AND SUPPLIED TO  
PROSHRED HAVE BEEN PERMANENTLY DESTROYED

Service Ticket # 121654

Lbs Shred 1406

PROSHRED Authorized Signature





## FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period May 1, 2023 to May 30, 2023.

### May Financial Summary

Some notes regarding this month's summary operating report:

#### General Fund

##### Revenue:

58.33% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 71.49% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been contracted by the Council..

- Property tax revenues collected are tracking slightly above straight line at 103.01%. Staff expects this revenue source to come in above budget due to delinquent collections as well as personal property add ons that were not reported to the county, therefore not included in the AV report received in July.
- Franchise Tax revenues are tracking above straight line at 65.22%. This revenue source varies depending on the weather. Staff will continue to monitor this closely throughout the year. Spire Franchise is tracking ahead of the prior year due to another rate increase to the consumer this year.
- Sales tax revenues as a whole are tracking above straight line budget at 62.95%. City sales taxes are at 60.60% while state shared gasoline and vehicle taxes are at 70.51%.
- Fees and Permit revenues collected are tracking above straight line budget at 79.07%. There are 24 detached single family and 88 attached single family residential building permits issued out of the 153 budgeted starts. In addition, we have issued 16 commercial building permits.
- License revenues collected are tracking as expected at 86.77% of straight line budget. Occupational license revenues collected are tracking ahead of expectation. Nearly all of the revenue is received in January when the licenses are due and staff anticipates a small amount throughout the spring and summer for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are below straight line budget at 54.32%. Staff will continue to monitor this revenue source closely throughout the year.

## Expenditures:

Departmental spending is tracking normally. Most of the departments are right at straight line expectation or slightly below.

- The Administration Department is above straight line budget at 74% and is primarily due to professional services associated with the proposed landfill to be developed on the northern border of Raymore just north of the Creekmoor subdivision in Kansas City.
- The Information Technology Department has replaced the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.
- The Stormwater Department is above straight line budget at 86.61% due to emergency repairs.

## Parks & Recreation Fund

### Revenue:

Revenues are at 64.22% of budget 58.33% of the way through the year, normal for this time of the year. Staff will continue to monitor all revenue sources closely

### Expenditures:

The Parks department is showing the same operational expenditure pattern as in years past. Recreation department expenses reciprocate recreation revenue. Expenditures are expected to increase as the number of programs offered goes up.

## Enterprise Fund

### Revenue:

Utility revenues as a whole are tracking at 57.4% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

### Expenditures:

Enterprise Fund expenditures tracking below straight line budget but at expectations.

01 -GENERAL FUND  
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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REVENUE SUMMARY

NON-DEPARTMENTAL

PROPERTY TAXES	0.00	0.00	0.00	1,768,168.00	16,295.05	1,821,377.39	0.00	( 53,209.39)	103.01
FRANCHISE TAXES	0.00	0.00	0.00	2,297,549.00	174,387.60	1,498,396.20	0.00	799,152.80	65.22
SALES TAXES	0.00	0.00	0.00	4,171,136.00	371,031.63	2,625,906.62	0.00	1,545,229.38	62.95
FEES AND PERMITS	0.00	0.00	0.00	657,655.00	52,326.40	519,994.96	0.00	137,660.04	79.07
LICENSES	0.00	0.00	0.00	122,477.00	6,078.00	106,268.00	0.00	16,209.00	86.77
MUNICIPAL COURT	0.00	0.00	0.00	251,228.00	19,512.13	136,468.12	0.00	114,759.88	54.32
MISCELLANEOUS	0.00	0.00	0.00	533,958.00	30,412.02	546,188.26	0.01	( 12,230.27)	102.29
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,878,303.00	146,315.34	1,096,207.38	0.00	782,095.62	58.36
<b>TOTAL NON-DEPARTMENTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11,680,474.00</b>	<b>816,358.17</b>	<b>8,350,806.93</b>	<b>0.01</b>	<b>3,329,667.06</b>	<b>71.49</b>

COVID-19

<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11,680,474.00</b>	<b>816,358.17</b>	<b>8,350,806.93</b>	<b>0.01</b>	<b>3,329,667.06</b>	<b>71.49</b>
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EXPENDITURE SUMMARY

NON-DEPARTMENTAL	0.00	0.00	0.00	1,305,000.00	12,500.00	1,212,500.00	0.00	92,500.00	92.91
ADMINISTRATION	0.00	0.00	0.00	1,450,179.34	157,626.04	1,060,040.37	13,140.08	376,998.89	74.00
INFORMATION TECHNOLOGY	3,413.50	1,963.50	1,450.00	799,844.16	69,734.13	491,263.41	38,417.42	270,163.33	66.22
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	156,102.00	0.00	62,863.66	410.24	92,828.10	40.53
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	783,784.80	63,241.41	449,820.50	1,950.49	332,013.81	57.64
ENGINEERING	0.00	0.00	0.00	488,249.00	40,276.21	286,640.49	601.05	201,007.46	58.83
STREETS	0.01	0.00	0.01	897,577.00	108,896.44	487,120.87	12,028.15	398,427.98	55.61
BUILDING & GROUNDS	0.00	0.00	0.00	381,246.00	28,014.83	198,686.91	7,896.65	174,662.44	54.19
STORMWATER	0.00	0.00	0.00	346,652.20	149,595.81	294,381.44	5,848.70	46,422.06	86.61
COURT	0.00	0.00	0.00	141,289.23	10,533.80	78,899.67	861.53	61,528.03	56.45
FINANCE	0.00	0.00	0.00	837,024.00	56,478.46	481,356.79	4,992.71	350,674.50	58.10
COMMUNICATIONS	0.00	0.00	0.00	223,207.00	18,576.84	125,848.21	11,623.06	85,735.73	61.59
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	2,000.00	12,000.00	2,000.00	10,400.00	57.38
POLICE	12,489.92	10,360.92	2,129.00	4,663,706.00	334,478.36	2,534,643.61	11,440.55	2,117,621.84	54.59
EMERGENCY MANAGEMENT	0.00	0.00	0.00	134,046.00	8,926.32	68,307.79	1,185.43	64,552.78	51.84

<b>TOTAL EXPENDITURES</b>	<b>15,903.43</b>	<b>12,324.42</b>	<b>3,579.01</b>	<b>12,632,306.73</b>	<b>1,060,878.65</b>	<b>7,844,373.72</b>	<b>112,396.06</b>	<b>4,675,536.95</b>	<b>62.99</b>
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REVENUES OVER/(UNDER) EXPENDITURES	( 15,903.43)	12,324.42	( 3,579.01)	( 951,832.73)	( 244,520.48)	506,433.21	( 112,396.05)	( 1,345,869.89)	41.40
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25 -PARK FUND  
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	474,915.00	4,385.32	490,063.39	0.00	( 15,148.39)	103.19
MISCELLANEOUS	0.00	0.00	0.00	2,470.00	2,119.44	16,058.71	0.00	( 13,588.71)	650.15
FACILITY RENTAL REVENUE	0.00	0.00	0.00	13,075.00	2,230.00	5,015.00	0.00	8,060.00	38.36
TRANSFERS - INTERFUND	0.00	0.00	0.00	550,000.00	45,833.33	320,833.31	0.00	229,166.69	58.33
<b>TOTAL PARKS DIVISION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,040,460.00</b>	<b>54,568.09</b>	<b>831,970.41</b>	<b>0.00</b>	<b>208,489.59</b>	<b>79.96</b>
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	60,000.00	10,051.50	11,749.50	0.00	48,250.50	19.58
FACILITY RENTAL REVENUE	0.00	0.00	0.00	44,575.00	1,900.00	7,319.50	0.00	37,255.50	16.42
PROGRAM REVENUE	0.00	0.00	0.00	244,200.00	6,240.00	143,444.89	0.00	100,755.11	58.74
<b>TOTAL RECREATION DIVISION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>348,775.00</b>	<b>18,191.50</b>	<b>162,513.89</b>	<b>0.00</b>	<b>186,261.11</b>	<b>46.60</b>
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	70,675.00	5,980.50	32,892.22	0.00	37,782.78	46.54
PROGRAM REVENUE	0.00	0.00	0.00	9,600.00	0.00	1,745.00	0.00	7,855.00	18.18
<b>TOTAL CENTERVIEW</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>80,275.00</b>	<b>5,980.50</b>	<b>34,637.22</b>	<b>0.00</b>	<b>45,637.78</b>	<b>43.15</b>
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	2,490.00	273.00	1,941.00	0.00	549.00	77.95
CONCESSION REVENUE	0.00	0.00	0.00	2,000.00	186.50	611.75	0.00	1,388.25	30.59
FACILITY RENTAL REVENUE	0.00	0.00	0.00	24,825.00	255.00	5,525.00	0.00	19,300.00	22.26
PROGRAM REVENUE	0.00	0.00	0.00	218,325.00	14,708.00	65,498.00	0.00	152,827.00	30.00
<b>TOTAL RAYMORE ACTIVITY CENTER</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>247,640.00</b>	<b>15,422.50</b>	<b>73,575.75</b>	<b>0.00</b>	<b>174,064.25</b>	<b>29.71</b>
<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,717,150.00</b>	<b>94,162.59</b>	<b>1,102,697.27</b>	<b>0.00</b>	<b>614,452.73</b>	<b>64.22</b>
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	2,100.00	0.00	2,100.00	962,496.90	83,503.87	545,651.77	13,136.15	403,708.98	58.06
RECREATION DIVISION	570.55	570.55	0.00	375,079.00	26,875.57	157,441.21	23,613.18	194,024.61	48.27
CENTERVIEW	0.00	0.00	0.00	102,771.04	6,015.53	47,545.99	2,092.85	53,132.20	48.30
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	263,628.54	15,564.31	132,088.79	1,364.16	130,175.59	50.62
<b>TOTAL EXPENDITURES</b>	<b>2,670.55</b>	<b>570.55</b>	<b>2,100.00</b>	<b>1,703,975.48</b>	<b>131,959.28</b>	<b>882,727.76</b>	<b>40,206.34</b>	<b>781,041.38</b>	<b>54.16</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>( 2,670.55)</b>	<b>570.55</b>	<b>( 2,100.00)</b>	<b>13,174.52</b>	<b>( 37,796.69)</b>	<b>219,969.51</b>	<b>( 40,206.34)</b>	<b>( 166,588.65)</b>	<b>1,364.48</b>

50 -ENTERPRISE FUND  
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING   PRIOR YEAR   PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	23,910.00	14,092.68	96,255.91	0.00	( 72,345.91)	402.58
UTILITY REVENUE	0.00	0.00	0.00	9,909,642.00	813,444.60	5,604,829.81	0.00	4,304,812.19	56.56
<b>TOTAL NON-DEPARTMENTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,933,552.00</b>	<b>827,537.28</b>	<b>5,701,085.72</b>	<b>0.00</b>	<b>4,232,466.28</b>	<b>57.39</b>
<u>COVID-19</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	468.35	468.35	0.00	( 468.35)	0.00
<b>TOTAL COVID-19</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>468.35</b>	<b>468.35</b>	<b>0.00</b>	<b>( 468.35)</b>	<b>0.00</b>
<u>SRF SEWER BONDS</u>									
<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,933,552.00</b>	<b>828,005.63</b>	<b>5,701,554.07</b>	<b>0.00</b>	<b>4,231,997.93</b>	<b>57.40</b>
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	350,000.00	0.00	250,000.00	58.33
WATER	83,576.74	24,217.75	59,358.99	3,731,906.08	295,033.99	1,938,037.22	( 4,019.54)	1,797,888.40	51.82
SEWER	39,359.33	27,989.33	11,370.00	4,013,697.55	186,557.57	1,994,254.59	( 27,807.17)	2,047,250.13	48.99
SOLID WASTE	0.00	0.00	0.00	1,992,431.00	151,510.52	906,759.40	0.00	1,085,671.60	45.51
<b>TOTAL EXPENDITURES</b>	<b>122,936.07</b>	<b>52,207.08</b>	<b>70,728.99</b>	<b>10,338,034.63</b>	<b>683,102.08</b>	<b>5,189,051.21</b>	<b>( 31,826.71)</b>	<b>5,180,810.13</b>	<b>49.89</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>( 122,936.07)</b>	<b>52,207.08</b>	<b>( 70,728.99)</b>	<b>( 404,482.63)</b>	<b>144,903.55</b>	<b>512,502.86</b>	<b>31,826.71</b>	<b>( 948,812.20)</b>	<b>134.57</b>

## Investment Monthly Report

Investments Held at 05/31/2023

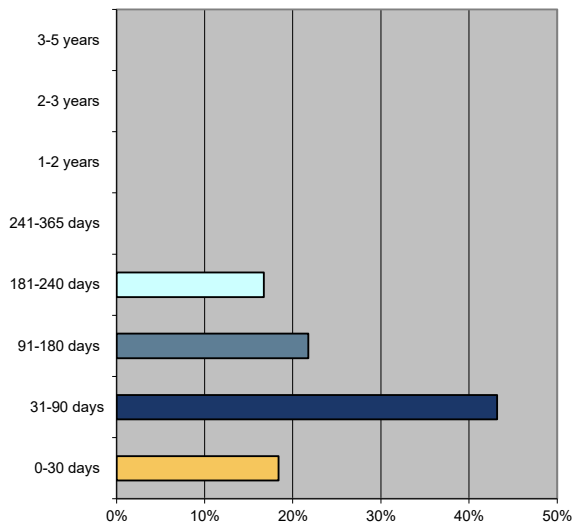
Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
12/21/22	1154210	NASB	CD		12/21/23	2,000,000.00	2,000,000.00	4.5000	2,000,000.00
12/21/22	1154228	NASB	CD		12/21/23	2,000,000.00	2,000,000.00	4.5000	2,000,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,203,827.37	2,203,827.37	4.1600	2,203,827.37
06/03/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,054,037.04	1,054,037.04	4.1600	1,054,037.04
09/01/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,143,593.61	1,143,593.61	4.1600	1,143,593.61
08/26/22	296021143	COMMERCE	CD		08/10/23	2,062,000.00	2,062,000.00	3.2580	2,062,000.00
08/14/19	901472	CBR	CD	Fund 50	08/25/23	702,218.01	702,218.01	0.2000	702,218.01
09/11/22	902480	CBR	CD		09/11/23	2,008,423.68	2,008,423.68	3.6000	2,008,423.68
11/01/22	296021348	COMMERCE	US TREASURY	GO BOND	10/05/23	5,215,000.00	5,215,000.00	4.5950	5,215,000.00
08/31/22	60031560	COMMERCE	US TREASURY	JUSTICE CENTER	08/10/23	5,567,000.00	5,567,000.00	3.2780	5,567,000.00
<b>Investment Total</b>						<b>23,956,099.71</b>	<b>23,956,099.71</b>		<b>23,956,099.71</b>

\*Market value listed above is the value of the investment at month end

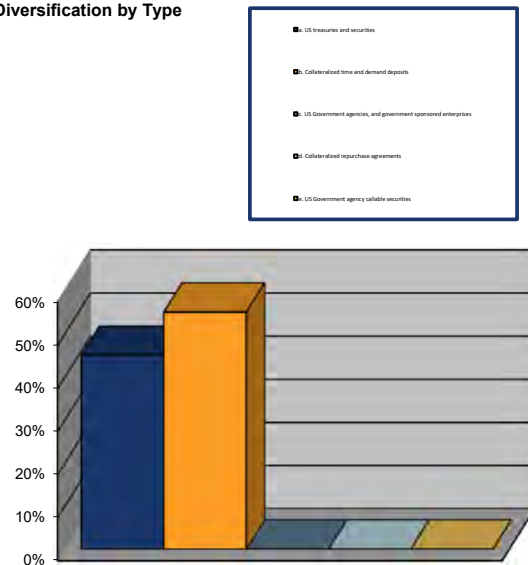
Average Annual Rate of Return: **3.8658**

\*\* Par value listed above is the actual amount if less than one year or the calculated annual earnings showing a one-year duration

**Investment by Maturity**



**Diversification by Type**



### Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
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Average Rate of Return on Maturities:



# MAY Grant Summary

New Grant Applications	Grantor	Award Amt. Requested / Match Required	Project / Item	Notification Timeline	Awarded / Denied

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
<b>Police:</b>					
State & Community Hwy. Safety Grant - DWI (Oct. 2022 - Sept. 2023)	MoDOT (Traffic & Hwy. Safety Division)	\$7,500 (no match)	\$3,091.44	\$3,091.44	09/30/22
State & Community Hwy. Safety Grant - HMV (Oct. 2022 - Sept. 2023)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$1,821.50	\$1,821.50	09/30/22
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2022)	DOJ	\$5,398 (50% match)	\$3,389.38	\$3,389.38	08/31/24
<b>Parks:</b>					
<b>Emergency Management:</b>					
Emergency Mgmt. Performance Grant - 2023 (July 2022 - June 2023)	FEMA	\$41,678.26 (50% match)	\$26,982.05	\$26,982.05	06/30/23
Cares Act - COVID19	Cass County		\$1,124,198	\$1,124,198	12/31/20
American Rescue Plan Act (ARPA)	State of MO - Office of Administration	\$4,478,428.98	\$4,502,163.68	\$4,502,163.68	12/31/26
<b>Community Development:</b>					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/18

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
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# Consent Agenda



**THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, JUNE 12, 2023 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, ENGERT, FORSTER, HOLMAN, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.**

**1. Call to Order**

Mayor Turnbow called the meeting to order at 6:00 p.m.

**2. Roll Call**

City Clerk Erica Hill called roll; quorum present to conduct business.

**3. Pledge of Allegiance**

**4. Presentation/Awards**

Mayor Turnbow presented proclamations in honor of Arbor Day and Flag Day.

**5. Personal Appearances**

Loren Shanks, 2032 Chateau Place, discussed disadvantages of private streets.

**6. Staff Reports**

City Clerk Erica Hill provided a review of the staff report included in the Council packet reviewing the annual permits for the sale of fireworks.

Development Services Director David Gress and Chief of Police Jim Wilson reviewed their staff reports included in the packet.

City Manager Jim Feuerborn reviewed items for the June 19 work session.

**7. Committee Reports**

**8. Consent Agenda**

**A. City Council Meeting minutes, May 22, 2023**

**B. Resolution 23-26: Acceptance of Public Improvements - The Venue Lots 2, 3, 6, and Tract A**

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the Consent Agenda as presented.

**DISCUSSION:** None

**VOTE:** Councilmember Abdelgawad Aye  
Councilmember Baker Aye  
Councilmember Barber Aye  
Councilmember Burke III Aye  
Councilmember Engert Aye  
Councilmember Forster Aye  
Councilmember Holman Aye  
Councilmember Townsend Aye

## 9. Unfinished Business

### A. Award of Contract - Police Firing Range - Electrical

**BILL 3807: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT PROPOSAL WITH BLACK & MCDONALD FOR THE POLICE FIRING RANGE ELECTRICAL INSTALLATION, IN THE AMOUNT OF \$80,795.20 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

City Clerk Erica Hill conducted the second reading of Bill 3807 by title only.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3807 by title only.

**DISCUSSION:** None

**VOTE:** Councilmember Abdelgawad Aye  
Councilmember Baker Aye  
Councilmember Barber Aye  
Councilmember Burke III Aye  
Councilmember Engert Aye  
Councilmember Forster Aye  
Councilmember Holman Aye  
Councilmember Townsend Aye

Mayor Turnbow announced the motion carried and declared Bill 3807 as **Raymore City Ordinance 2023-038**.

### B. Award of Contract - Mower

**BILL 3809: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT PROPOSAL WITH RED EQUIPMENT, LLC FOR THE POLICE FIRING RANGE MOWER IN THE AMOUNT OF \$65,532 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

City Clerk Erica Hill conducted the second reading of Bill 3809 by title only.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3809 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3809 as **Raymore City Ordinance 2023-039.**

**C. Budget Amendment - Police Firing Range**

**BILL 3810: "AN ORDINANCE OF THE CITY OF RAYMORE, AMENDING THE FY 2023 BUDGET AND AUTHORIZING THE CITY MANAGER TO MAKE IMPROVEMENTS TO THE POLICE FIRING RANGE TO INCLUDE: FENCING, POWER TO METER, ELECTRICAL TO BUILDINGS, MOWER AND TRAILER; TO BE FUNDED FROM AVAILABLE FUND BALANCE IN THE GENERAL FUND."**

City Clerk Erica Hill conducted the second reading of Bill 3810 by title only.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3810 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3810 as **Raymore City Ordinance 2023-040.**

**D. Award of Contract - Inflow and Infiltration**

**BILL 3814: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO A CONTRACT WITH INSITUFORM TECHNOLOGIES USA, LLC FOR THE INFLOW AND INFILTRATION PROJECT, IN THE AMOUNT OF \$43,920.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

City Clerk Erica Hill conducted the second reading of Bill 3814 by title only.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3814 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3814 as **Raymore City Ordinance 2023-041**.

**E. Madison Valley 2nd Final Plat**

**BILL 3812: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE MADISON VALLEY 2ND FINAL PLAT, LOTS 175 THROUGH 229 AND TRACTS C THROUGH H, A SUBDIVISION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."**

City Clerk Erica Hill conducted the second reading of Bill 3812 by title only.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3812 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye



Councilmember Holman           Aye  
Councilmember Townsend       Aye

Mayor Turnbow announced the motion carried and declared Bill 3812 as **Raymore City Ordinance 2023-042**.

**F. Johnston Drive Right-of-Way Final Plat**

**BILL 3813: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE JOHNSTON DRIVE STREET PLAT, AND ACCEPTING THE RIGHT OF WAY FOR APPROXIMATELY 0.94 ACRES OF LAND FOR THE EXTENSION OF JOHNSTON DRIVE LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."**

City Clerk Erica Hill conducted the second reading of Bill 3813 by title only.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3813 by title only.

**DISCUSSION:** None

**VOTE:**

Councilmember Abdelgawad	Aye
Councilmember Baker	Aye
Councilmember Barber	Aye
Councilmember Burke III	Aye
Councilmember Engert	Aye
Councilmember Forster	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3813 as **Raymore City Ordinance 2023-043**.

**G. Transfer of Tract AA, Brookside 10th Plat, to Brookside Homeowners Association**

**BILL 3811: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED TO BROOKSIDE HOMES ASSOCIATION, INC. FOR TRACT AA, BROOKSIDE TENTH FINAL PLAT - REPLAT OF TRACT Y."**

City Clerk Erica Hill conducted the second reading of Bill 3811 by title only.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3811 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3811 as **Raymore City Ordinance 2023-044**.

## **10. New Business**

### **A. Saddlebrook Preliminary Plat (public hearing)**

#### **RESOLUTION 23-27: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE SADDLEBROOK PRELIMINARY PLAT."**

City Clerk Erica Hill conducted the reading of Resolution 23-27 by title only.

Mayor Turnbow opened the public hearing at 6:20 p.m. and called for a staff report.

Development Services Director David Gress reviewed the staff report included in the packet. Rick Frye and Doug Park, representing Brookside Builders, is requesting preliminary plat approval for the Saddlebrook Subdivision, a 172-lot single family development proposed for 65 acres of land located north of Hubach Hill Road, east of the Stonegate Subdivision. The City Council previously approved this proposed development on July 26, 2021, however, the plan expired in 2022 due to lack of activity. The plan remains unchanged from its previously approved format. The Planning and Zoning Commission, at their June 6, 2023 meeting, voted 5-2 to recommend approval of the request, subject to two conditions: street names be provided to the City in accordance with the Unified Development Code, and a noted exception to Section 445.030I(9)A, allowing the four southern cul-de-sacs to exceed 600 feet in length.

Councilmember Forster asked the reasoning for the dissenting votes. Mr. Gress stated one Commissioner voted consistently with their vote when the original plat was filed in 2021, and both were because of the length of the cul-de-sacs.

Mayor Turnbow opened the floor for public comment, hearing none, he closed the public hearing at 6:24 p.m.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the reading of Resolution 23-27 by title only.

**DISCUSSION:** None

**VOTE:** Councilmember Abdelgawad Aye  
Councilmember Baker Aye  
Councilmember Barber Aye  
Councilmember Burke III Aye  
Councilmember Engert Aye  
Councilmember Forster Aye  
Councilmember Holman Aye  
Councilmember Townsend Aye

**B. Madison Valley 3rd Final Plat**

**BILL 3816: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE MADISON VALLEY 3RD FINAL PLAT, A SUBDIVISION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."**

City Clerk Erica Hill conducted the first reading of Bill 3816 by title only.

Development Services Director David Gress reviewed the staff report included in the packet. Bryan Rahn, representing Blue Springs Safety Storage, LLC and Country Club Homes, LLC, is requesting final plat approval of the Madison Valley 3rd Plat, a proposed 21-lot subdivision located north of 58 Highway, generally between Sunset Lane and N. Madison Street. This phase provides a connection between the recently approved 2nd Plat, and the existing 1st plat to the east. The Planning and Zoning Commission, at their June 6, 2023 meeting, voted 6-0 to recommend approval. One Commissioner recused themselves due to living directly adjacent to the property.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3816 by title only.

**DISCUSSION:** None

**VOTE:** Councilmember Abdelgawad Aye  
Councilmember Baker Aye  
Councilmember Barber Aye  
Councilmember Burke III Aye  
Councilmember Engert Aye  
Councilmember Forster Aye  
Councilmember Holman Aye  
Councilmember Townsend Aye

**C. Voluntary Annexation - 1010 N. Jackson Street - Lot 5, Willow Hills**

**BILL 3815: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ANNEXING PROPERTY DESCRIBED AS LOT 5 OF WILLOW HILLS SUBDIVISION, SECTION 10, TOWNSHIP 46N, RANGE 32W, CASS COUNTY,**

**MISSOURI, AND BELONGING TO RON AND EILEEN STEVICK, PURSUANT TO SECTION 71.014 OF THE REVISED STATUTES OF THE STATE OF MISSOURI.”**

City Clerk Erica Hill conducted the first reading of Bill 3815 by title only.

Development Services Director David Gress reviewed the staff report included in the packet. Ron and Eileen Stevick, owners of the property located at 1010 N. Jackson Street in the Willow Hills subdivision, have requested voluntary annexation into the corporate limits of the City. This property is the last remaining lot within the Willow Hills subdivision that has not been annexed. The Annexation Agreement has been prepared that outlines the requirements of annexing into the City, including the provision of water service through a connection to the public main, as well as the process for bringing the property into compliance with the City's adopted zoning ordinance.

Councilmember Abdelgawad asked their reasoning for annexing. Mr. Gress stated the Stevick's haul water to the property and their family has requested them to move away from doing so.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3815 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

**D. Award of Contract for Professional Services - Raymore 2045 Comprehensive Plan**

**BILL 3817: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH OLSSON STUDIO FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO THE CITY'S COMPREHENSIVE PLAN UPDATE IN THE AMOUNT OF \$55,000 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

City Clerk Erica Hill conducted the first reading of Bill 3817 by title only.

Development Services Director David Gress reviewed the staff report included in the packet. In 2021, the City began the efforts of drafting a new Comprehensive Plan for the City. Following the 2022 Community Conversation hosted by the City, staff

compiled a draft of the plan, with the intent of contracting with a consultant to assist with the final design, drafting, and compilation of the plan for adoption by the City. The Consultant will help develop a 'brand' for the proposed plan, and incorporate professionally developed drawings, images, diagrams and figures to support the findings and recommendations of staff, as well as provide technical assistance through sophisticated demographic and economic insights to incorporate into the final plan. The Consultant will assist staff through the final adoption process between the various Boards and Commissions, as well as the adoption by the City Council. Staff issued an RFQ to solicit bids in April of 2023. Olsson Studio was the sole-submittal. Staff recommends the award of contract to Olsson Studio in the amount of \$55,000.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3817 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

**E. Budget Amendment: Trash, Recycling, and Yard Waste Fees**

**BILL 3818: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FY 2023 BUDGET AND UPDATING THE SCHEDULE OF FEES FOR RESIDENTIAL TRASH AND RECYCLING SERVICES."**

City Clerk Erica Hill conducted the first reading of Bill 3818 by title only.

Assistant City Manager Ryan Murdock reviewed the staff report included in the packet. As part of the contract for trash, recycling, and yard waste collection, Constable Sanitation is requesting an adjustment in the fee for trash and recycling services. This increase follows the Consumer Price Index for garbage and trash hauling. The proposed rates will increase trash service by \$0.86 a month and will increase recycling by \$0.11 per month.

George Constable, owner of Constable Sanitation, provided an update on the service provided in Raymore in the last year. He noted that they do not support the potential landfill.

Councilmember Holman noted the involvement of the company in our community, and asked the company's thoughts on how the contract in Raymore has been so far

and what they see as future challenges. Mr. Constable stated that he delivers on that contract; he noted future concerns with emission regulations on trucks.

Councilmember Barber asked if the transfer station helped with keeping some business costs down. Mr. Constable stated any increases at the transfer stations are reflected in the CPI.

Mayor Turnbow asked if there is any struggle with recycling in the industry. Mr. Constable stated that plastic is the struggle in the recycling industry and stated paper, aluminum and tin cans are the most common recycling items.

Councilmember Townsend asked what the community can do to make the process smoother. Mr. Constable stated that buying aluminum over plastic is a good start and stated that separating the containers when they are placed at the curb helps the automated equipment pick up containers.

Mr. Feuerborn noted that Mr. Constable testified at the hearing in Jefferson City in support of HB 909 and against the landfill.

Mr. Murdock stated that parking in the street in cul-de-sacs can hinder the pick up of containers and urged citizens to park in their driveways.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3818 by title only.

**DISCUSSION:** Councilmember Abdelgawad thanked Constable Sanitation for always attending the meetings when items pertaining to their service are discussed.

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

**F. Agreement with Raymore-Peculiar School District for SRO Services**

**BILL 3798: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING AN INTERGOVERNMENTAL AGREEMENT WITH THE RAYMORE-PECULIAR SCHOOL DISTRICT TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES FOR SCHOOLS IN RAYMORE AND AS REQUESTED AT EAST MIDDLE SCHOOL."**

City Clerk Erica Hill conducted the first reading of Bill 3798 by title only.

Chief of Police Jim Wilson reviewed the staff report included in the packet. Since the inception of the program in 2016, the outstanding relationship between the District and the City has been further strengthened as a direct result of the efforts of the assigned officer. As such, the School District has proposed a continuation of the contract between the City of Raymore and the Raymore-Peculiar School District. The attached agreement mirrors the provisions of last year's contract with the exception of an increased amount per day and a decrease in the number of total days. The benefits of this relationship have been significant and will continue with renewal of this contract.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3798 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

## 11. Public Comment

## 12. Mayor/Council Communication

Mayor Turnbow and Councilmembers thanked the Parks Department and Arts Commission for a successful Summer Scene event.

Councilmember Abdelgawad stated that she and Councilmember Engert have been in contact with Mr. Shanks regarding private streets in Chateau Place.

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to adjourn to Executive Session to discuss litigation matters as authorized by §610.021(1).

<b>ROLL CALL VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore City Council adjourned to Executive Session at 6:53 p.m.

### **13. Adjournment**

**MOTION:** By Councilmember Abdelgawad, second by Councilmember Townsend to adjourn.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 8:03 p.m.

Respectfully submitted,

Erica Hill  
City Clerk



# **Unfinished Business**





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: June 12, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3816: Madison Valley 3rd Final Plat

**STRATEGIC PLAN GOAL/STRATEGY**

3.2.4: Provide quality, diverse housing options that meet the needs of our community

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
----------------------	--------------------

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission: Planning and Zoning Commission  
Date: June 6, 2023  
Action/Vote: 6-0

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Staff Report  
Development Agreement  
Final Plat Drawing

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Bryan Rahn, representing Blue Springs Safety Storage, LLC and Country Club Homes, LLC, is requesting final plat approval of the Madison Valley 3rd Plat, a proposed 21-lot subdivision located north of 58 Highway, generally between Sunset Lane and N. Madison Street.

This phase provides a connection between the recently approved 2nd Plat, and the existing 1st plat to the east.

The Planning and Zoning Commission, at their June 6, 2023 meeting, voted 6-0 to recommend approval. One Commissioner recused themselves due to living directly adjacent to the property.

**BILL 3816**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE MADISON VALLEY 3RD FINAL PLAT, A SUBDIVISION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."**

**WHEREAS**, the Planning and Zoning Commission met and reviewed this request and submits a recommendation of approval on the application to the City Council of the City of Raymore, Missouri; and,

**WHEREAS**, the City Council of the City of Raymore, Missouri, in accordance with the provisions of the Raymore Unified Development Code, has held a meeting to approve the dedication to the public use of any street or ground shown upon the plat; and,

**WHEREAS**, the City Council of the City of Raymore, Missouri, finds and declares that the provisions 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 Raymore in their use of public rights-of-ways.

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

Section 1. The City Council makes its findings of fact as contained in the staff report and accepts the recommendation of the Planning and Zoning Commission.

Section 2. That the subdivision known as Madison Valley 3rd Plat, is hereby approved for the tract of land described below:

A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH HALF, THENCE ALONG THE WEST LINE OF SAID NORTH HALF, SOUTH 02°56'15" WEST 561.92 FEET; THENCE, LEAVING SAID WEST LINE, SOUTH 87°03'56" EAST, 680.50 FEET TO A POINT ON THE EAST LINE OF MADISON VALLEY 2ND PLAT, A SUBDIVISION OF LAND RECORDED AT THE CASS COUNTY, MISSOURI RECORDER OF DEEDS OFFICE, ALSO BEING THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, LEAVING SAID EAST LINE, SOUTH 75°06'25" EAST, 159.26 FEET; THENCE SOUTH 14°53'35" WEST, 23.56 FEET; THENCE SOUTH 62°06'40" EAST, 252.23 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 18°54'30" EAST, A RADIUS OF 175.00 FEET, AND AN ARC LENGTH OF 36.75 FEET; THENCE SOUTH 83°07'24" EAST, 50.00 FEET; THENCE SOUTH 87°54'21" EAST, 249.74 FEET; THENCE NORTH 83°57'07" EAST, 271.75 FEET, TO A POINT ON THE WEST LINE OF MADISON VALLEY FIRST PLAT, A SUBDIVISION OF LAND RECORDED AT THE CASS COUNTY, MISSOURI RECORDER OF DEEDS OFFICE; THENCE ALONG SAID WEST LINE FOR THE FOLLOWING SEVEN CALLS, SOUTH 12°15'47" EAST, 5.92 FEET; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 975.00 FEET, AND AN ARC LENGTH OF 93.84 FEET; THENCE SOUTH 06°44'55" EAST, 8.92 FEET; THENCE, ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET; THENCE SOUTH 83°15'05" WEST, 101.08 FEET; THENCE SOUTH 06°44'55" EAST, 133.84 FEET; THENCE SOUTH 29°02'49" WEST, 56.36 FEET, TO THE WESTERLY CORNER OF LOT 48 OF SAID MADISON VALLEY FIRST PLAT; THENCE SOUTH 85°31'00" WEST, 319.43 FEET; THENCE NORTH 87°08'07" WEST, 63.00 FEET; THENCE NORTH 44°34'48" WEST, 31.70 FEET; THENCE NORTH 87°36'28" WEST, 150.20 FEET; THENCE NORTH 02°23'32"

EAST, 57.08 FEET; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 225.00 FEET, AND AN ARC LENGTH OF 48.42 FEET; THENCE NORTH 75°19'12" WEST, 108.93 FEET; THENCE NORTH 87°08'07" WEST, 105.10 FEET; THENCE NORTH 85°41'29" WEST, 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 04°18'31" EAST, A RADIUS OF 225.00 FEET AND AN ARC LENGTH OF 41.56 FEET; THENCE NORTH 14°53'35" EAST, 40.51 FEET; THENCE NORTH 75°06'25" WEST, 106.70 FEET TO A POINT ON THE EAST LINE OF SAID MADISON VALLEY 2ND PLAT; THENCE ALONG THE EAST LINE OF SAID MADISON VALLEY 2ND PLAT THE FOLLOWING SEVEN CALLS, NORTH 09°27'56" EAST, 30.75 FEET; THENCE NORTH 02°18'53" WEST, 31.88 FEET; THENCE NORTH 15°30'00" EAST, 17.96 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 84°35'21" EAST, A RADIUS OF 175.00 FEET AND AN ARC LENGTH OF 11.67 FEET; THENCE, NORTH 09°13'56" EAST, 50.00 FEET; THENCE NORTH 25°08'58" EAST, 50.35 FEET; THENCE, NORTH 01°23'47" WEST, 21.41 FEET, TO THE POINT OF BEGINNING AND CONTAINS 5.98 ACRES, MORE OR LESS.

Section 3. The Development Agreement between the City of Raymore, Missouri, and Blue Springs Safety Storage South, LLC is approved and the City Manager is authorized to execute said agreement on behalf of the City of Raymore, Missouri.

Section 4. Traffic Control Signage. The following stop signs shall be established within the City of Raymore:

- Northwest corner of Lemon Mint Drive and West Heritage Drive
- Southeast corner of Lemon Mint Drive and West Heritage Drive
- Northwest corner of Mesa Ridge Drive and West Heritage Drive
- Southeast corner of North Park Drive and West Heritage Drive

Section 5. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 12TH DAY OF JUNE 2023.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JUNE, 2023 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



**To:** City Council  
**From:** Planning and Zoning Commission  
**Date:** June 12, 2023  
**Re:** Case #23018 - Madison Valley 3rd Plat - Final Plat

**GENERAL INFORMATION**

**Applicant/  
Property Owner:** Tony Ward  
Blue Springs Safety Storage South, LLC  
1120 Eagles Ridge Blvd.  
Grain Valley, MO 64029

**Requested Action:** Final Plat Approval, Madison Valley 3rd Plat - Final Plat

**Property Location:** Generally located east of future extension of Sunset Ln and north of N. Park Dr.





**Site Photographs:**



View looking east from Compass Health Network Parking Lot.



View looking north toward Madison Creek Subdivision from N. Park Dr. Terminus



View looking south from Mesa Ridge Dr. Terminus



View looking west from Heritage Dr. Terminus



**Existing Zoning:** “R-1.5” Single Family Residential District (6,500 sq ft)

**Existing Surrounding Zoning:** **North:** “R-1” Single-Family Residential District  
**South:** “R-1” Single-Family Residential District  
“PO” Professional Office District  
**East:** “R-1” Single-Family Residential District  
**West:** “R-1” Single-Family Residential District  
“PR” Parks, Recreation and Public Use District

**Existing Surrounding Uses:** **North:** Single Family Residential and undeveloped  
**South:** Single Family Residential and Compass Health Network  
**East:** Single Family Residential  
**West:** Undeveloped and Hawk Ridge Park

**Total Tract Size:** 5.98 Acres

**Total Number of Lots:** 21 Lots, 0 Tracts

**Density – units per Acre:** 3.51

**Growth Management Plan:** The Future Land Use Plan Map contained in the Growth Management Plan identifies this area as appropriate for low-density residential development.

**Major Street Plan:** The Major Thoroughfare Plan Map classifies future extension of Sunset Ln as a Minor Collector.

**Advertisement:** City Ordinance does not require advertisement for Final Plats.

**Public Hearing:** City Ordinance does not require a public hearing for Final Plats

## **PROPOSAL**

Outline of Requested Action: *The applicant seeks to obtain Final Plat approval for Madison Valley 3rd Plat.*

City Ordinance Requirements: In order for the applicant to accomplish the aforementioned action they must meet the provisions of the Unified Development Code. Chapter 470 of the Unified Development Code outlines the requirements and actions that need to be taken in order to final plat property, specifically, Section 470.130.

## PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The subject property was rezoned from “A” Agricultural District to “R-1” Single Family Residential District on April 9, 2001.
2. The Hawthorne Ridge Preliminary Plat was approved for the subject property on April 23, 2001. The Preliminary Plat proposed 190 lots on 71 acres. The preliminary plat expired on April 23, 2002 due to no final plat application ever being approved.
3. A request to reclassify the zoning of a portion of the subject property from R-1 to “R-3P” Multiple-Family Dwelling Planned District was withdrawn by the property owner in March of 2004.
4. The Preliminary Plat for Madison Valley Subdivision was initially approved on September 27, 2004. The plat contained 202 single-family lots. The preliminary plat expired on October 10, 2014.
5. The Madison Valley 1st Final Plat was approved on October 10, 2005. The 1st plat was constructed and contained 75 lots.
6. In 2009 an application was filed to reclassify the zoning designation of the north half of the 1st plat area from R-1 to “R-2” Single and Two-Family Residential District. The application was withdrawn on April 20, 2009.
7. On June 10, 2013 the City approved the reclassification of zoning of 65 of the lots in the 1st Final Plat area from R-1 to “R-1P” Single-Family Residential Planned District. The rezoning modified the side yard setback requirement from a minimum of ten feet down to ten percent of the lot width, with a minimum setback of five feet.
8. On October 11, 2021 the City Council approved the reclassification of zoning of the subject property from “R-1” Single-Family Residential District to “R-1.5” Single-Family Residential District (6,500 sq ft.)
9. On December 20, 2021 the City Council approved the Madison Valley Phase 2 preliminary plat. The plat contains 154 lots and was set to expire December 20, 2022.
10. The applicant requested an extension of the preliminary plat and the City Council voted to approve the request on December 12, 2022.
11. The Planning Commission voted to recommend approval of the Madison Valley 2nd Plat on May 16, 2023.

- The City Council voted to approve Madison Valley 2nd Plat with the 1st reading on May 22, 2023.

**ENGINEERING DIVISION COMMENTS**

The Engineering Division indicated the proposed final plat complies with the design standards of the City of Raymore and recommends approval of the final plat.

**STAFF COMMENTS**

- The current bulk and dimensional standards for the subject property is “R-1.5” Single-Family Residential District (6,500 sq ft.) is provided below.

R-1.5	
Minimum Lot Area (square feet)	6,500
Minimum Lot Width (feet)	60
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	30
rear	30
side	7.5
side, exterior	15
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	40

- Five foot (5') sidewalks will be required to be installed on lots and common areas within this subdivision.
- The proposed plat would complete the connection from N. Madison St. to the future Sunset Ln. using W. Heritage Dr.
- The proposed development is located within the territorial area of the City of Raymore and shall be served by City water.
- According to the MOU, there were three phases to this proposed development. This phase was required by the fire department since Sunset Ln. has not been constructed yet. The deviation from the phasing schedule is not the fault of the applicant. City Staff is still working with property owners to obtain Right-of-Way in order to be able to construct Sunset Ln. which is causing delays.

**PLANNING COMMISSION PROPOSED FINDINGS OF FACT**

Section 470.130 of the Unified Development Code states that the Planning and Zoning Commission will recommend approval and the City Council will approve the final plat if it finds the final plat:

**1. Is substantially the same as the approved preliminary plat;**

The final plat is substantially the same as the Preliminary Development Plan and Memorandum of Understanding. Roadway alignments and lot configurations generally remain the same.

**2. Complies with all conditions, restrictions and requirements of this Code and of all other applicable ordinances and design standards of the City; and;**

The proposed final plat does comply with all conditions, restrictions and requirements of the Unified Development Code and all other applicable ordinances and design standards for the City.

**3. Complies with any condition that may have been attached to the approval of the preliminary plat.**

The proposed plat complies with the conditions of the Memorandum of Understanding that was attached to the approval of the preliminary plat.

**REVIEW OF INFORMATION AND SCHEDULE**

<u>Action</u> Review	<u>Planning Commission</u> June 6, 2023	<u>City Council 1<sup>st</sup></u> June 12, 2023	<u>City Council 2<sup>nd</sup></u> June 26, 2023
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**STAFF RECOMMENDATION**

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #23018 Madison Valley 3rd Plat - Final Plat to the City Council with a recommendation of approval.

**PLANNING AND ZONING RECOMMENDATION 6/6/2023**

At is June 6, 2023 meeting, the Planning and Zoning Commission voted 6-0 to accept the staff proposed findings of fact and forward Case # 23018 Madison Valley 3rd Plat - Final Plat to the City Council with a recommendation of approval.



## ***Development Agreement***

*For  
Madison Valley 3rd Plat  
Lots 91-92, 101-102, 112-125, 158-159, and  
174*

Legal Description Contained on Pages 2-3

**Between Blue Springs Safety Storage South, LLC,  
Grantor,**

and

**City of Raymore, Grantee  
100 Municipal Circle  
Raymore, MO 64083**

June 26, 2023

## DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS **26<sup>th</sup> day of June, 2023** by and between, **Between Blue Springs Safety Storage South, LLC** hereinafter referred to as "Sub-divider" and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, Sub-divider seeks to obtain approval from the City for a subdivision to be known as **Madison Valley 3rd Plat, Lots 91-92, 101-102, 112-125, 158-159, and 174**, which is located in the City of Raymore, Cass County, Missouri, and;

WHEREAS, the Sub-divider, herein defined, agrees to assume all subdivision development obligations of the City as described in this agreement, and;

WHEREAS, the City desires to ensure that the Sub-divider will accomplish certain things in order to protect the public health, safety and welfare.

NOW, THEREFORE, in consideration of the promises and covenants herein set forth, and receipt by the City of fees and costs as stated herein, the parties agree as follows:

### **GEOGRAPHIC LOCATION:**

1. The terms of this agreement apply to the following property and all portions thereof: **Madison Valley 3rd Plat, Lots 91-92, 101-102, 112-125, 158-159, and 174**

A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH HALF, THENCE ALONG THE WEST LINE OF SAID NORTH HALF, SOUTH 02°56'15" WEST 561.92 FEET; THENCE, LEAVING SAID WEST LINE, SOUTH 87°03'56" EAST, 680.50 FEET TO A POINT ON THE EAST LINE OF MADISON VALLEY 2ND PLAT, A SUBDIVISION OF LAND RECORDED AT THE CASS COUNTY, MISSOURI RECORDER OF DEEDS OFFICE, ALSO BEING THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, LEAVING SAID EAST LINE, SOUTH 75°06'25" EAST, 159.26 FEET; THENCE SOUTH 14°53'35" WEST, 23.56 FEET; THENCE SOUTH 62°06'40" EAST, 252.23 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 18°54'30" EAST, A RADIUS OF 175.00 FEET, AND AN ARC LENGTH OF 36.75 FEET; THENCE SOUTH 83°07'24" EAST, 50.00 FEET; THENCE SOUTH 87°54'21" EAST, 249.74 FEET; THENCE NORTH 83°57'07" EAST, 271.75 FEET, TO A POINT ON THE WEST LINE OF MADISON VALLEY FIRST PLAT, A SUBDIVISION OF LAND RECORDED AT THE CASS COUNTY, MISSOURI RECORDER OF DEEDS OFFICE; THENCE ALONG SAID WEST LINE FOR THE FOLLOWING SEVEN CALLS, SOUTH 12°15'47" EAST, 5.92 FEET; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 975.00 FEET, AND AN ARC LENGTH OF 93.84 FEET; THENCE SOUTH 06°44'55" EAST, 8.92 FEET; THENCE, ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET; THENCE SOUTH 83°15'05" WEST, 101.08 FEET; THENCE SOUTH 06°44'55" EAST, 133.84 FEET; THENCE SOUTH 29°02'49" WEST, 56.36 FEET, TO THE WESTERLY CORNER OF LOT 48 OF SAID MADISON VALLEY FIRST PLAT; THENCE SOUTH 85°31'00" WEST, 319.43 FEET; THENCE NORTH 87°08'07" WEST, 63.00 FEET; THENCE NORTH 44°34'48" WEST, 31.70 FEET; THENCE NORTH 87°36'28" WEST, 150.20



FEET; THENCE NORTH 02°23'32" EAST, 57.08 FEET; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 225.00 FEET, AND AN ARC LENGTH OF 48.42 FEET; THENCE NORTH 75°19'12" WEST, 108.93 FEET; THENCE NORTH 87°08'07" WEST, 105.10 FEET; THENCE NORTH 85°41'29" WEST, 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 04°18'31" EAST, A RADIUS OF 225.00 FEET AND AN ARC LENGTH OF 41.56 FEET; THENCE NORTH 14°53'35" EAST, 40.51 FEET; THENCE NORTH 75°06'25" WEST, 106.70 FEET TO A POINT ON THE EAST LINE OF SAID MADISON VALLEY 2ND PLAT; THENCE ALONG THE EAST LINE OF SAID MADISON VALLEY 2ND PLAT THE FOLLOWING SEVEN CALLS, NORTH 09°27'56" EAST, 30.75 FEET; THENCE NORTH 02°18'53" WEST, 31.88 FEET; THENCE NORTH 15°30'00" EAST, 17.96 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 84°35'21" EAST, A RADIUS OF 175.00 FEET AND AN ARC LENGTH OF 11.67 FEET; THENCE, NORTH 09°13'56" EAST, 50.00 FEET; THENCE NORTH 25°08'58" EAST, 50.35 FEET; THENCE, NORTH 01°23'47" WEST, 21.41 FEET, TO THE POINT OF BEGINNING AND CONTAINS 5.98 ACRES, MORE OR LESS.

**REQUIRED IMPROVEMENTS:**

1. In accordance with the policies and ordinances of the City, the public improvements described herein shall be constructed and installed on the terms and conditions hereinafter contained. Public improvements within the Subdivision will be installed in accordance with the City of Raymore Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction dated December 2017.
2. The public improvements are to be designed and installed at the Sub-divider's expense by the Sub-divider and are hereinafter referred to as "Improvements".
3. It shall be the obligation of the Sub-divider to furnish to the City plans and specifications for construction of the Improvements. Before any construction is commenced, the City Public Works Director shall approve plans and specifications for the Improvements. Once the City Public Works Director has approved the plans, any changes to the plans must be submitted to the City Public Works Director for approval.
4. The Sub-divider shall submit the appropriate grading/site/erosion control plan including appropriate sidewalk, meter elevations, and manhole elevations to the City Public Works Director for approval for development of the project. Before any construction is commenced within that phase, the City Public Works Director must approve plans for all required Improvements. It shall be the Sub-divider's responsibility to assure compliance with grading plans.
5. The Sub-divider shall provide a copy of all required State and Federal permits to the City Public Works Director prior to issuance of any City permits.
6. The Sub-divider shall provide and pay for all engineering and surveying necessary to design and construct the Improvements. The Sub-divider shall pay for all other engineering and surveying necessary to design and construct other improvements to the property.

7. The Developer, and or their contractor or designee, shall provide the saddle for connection to the public water main. Saddles shall be brass or bronze with a stainless steel strap. All brass/bronze construction shall also be permitted.

### **INSTALLATION AND MAINTENANCE**

1. Prior to the issuance of building permits, the Sub-divider shall install all Improvements as shown on approved engineering plans of said subdivision and the City Council shall have accepted by Resolution all Improvements.

2. The Sub-divider shall be responsible for the maintenance of the Improvements for a period of two years after acceptance thereof by the City, in accordance with the City specifications and policies.

3. The Sub-divider agrees to provide the City of Raymore "as-built" plans for all Improvements as indicated on the aforementioned plans. Said plans shall be considered a part of the Improvements, for the purpose of acceptance by the City.

4. Prior to acceptance of the Improvements a waiver of mechanic's lien shall be submitted to the City. The Sub-divider will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, and furnishers of machinery and parts thereof, equipment, tools, and all suppliers, incurred in the furtherance of the performance of the work. The Sub-divider shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

5. A Stormwater Maintenance Agreement shall be submitted addressing the perpetual maintenance of all stormwater management infrastructure.

6. The Sub-divider acknowledges that the completion of Sunset Lane, a 2020 General Obligation Bond project to be completed by the City, is an ongoing project such that it may cause delays in the completion to allow for access into the Madison Valley 3rd Plat via the proposed connection to Heritage Drive. A connection to the existing Heritage Drive to the east within the Madison Valley 1st Plat may be required to provide full access into the subdivision following the acceptance of the improvements described herein.

### **FEES, BONDS & INSURANCE**

1. The Sub-divider agrees to pay to the City a 1% Plan Review Fee and 5% Construction Inspection Fee based on the project engineer's estimate or contract development costs of all Improvements as shown on approved engineering plans of said subdivision. The City Public Works Director shall review and determine that the costs, as presented, are reasonable. A list of these fees is provided in Attachment A.

2. The Sub-divider agrees to indemnify the City with a Certificate of Insurance as required in the Unified Development Code of the City of Raymore.
3. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code of the City of Raymore.
4. Prior to acceptance of Improvements within said subdivision, Sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.
5. The Sub-divider agrees to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the approved street light plan. The required street lights shall be installed and shall be operational prior to the acceptance of the Improvements for the subdivision.
6. The Sub-divider agrees to pay to the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens. The cost of these fees is provided in Attachment A.
7. The Sub-divider agrees to pay any **fees in lieu of parkland dedication** that are required in accordance with City Code. The total fee due for **Madison Valley 3rd Plat, Lots 91-92, 101-102, 112-125, 158-159, and 174** is **\$16,388.61 (Sixteen Thousand Three-Hundred and Eighty-Eight Dollars and Sixty-One cents)**, a rate of **780.41 (Seven Hundred and Eighty dollars and Forty-One cents)** per platted lot. The fee-in-lieu shall be paid at the time of recording of the plat as contained within this agreement.
8. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.
9. The Sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agrees to have installed, at their cost, any traffic control devices determined to be necessary by City Staff (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.

### **STREAM BUFFER**

1. The Sub-divider agrees that no land disturbance activities or removal of any trees shall occur within the stream buffer area except for:

- a. work to install the necessary outlet structures for the stormwater detention facilities; or
  - b. work to install any utility infrastructure; or
  - c. work to install a road crossing.
2. Construction fencing or a similar barrier shall be installed to discourage construction equipment and activity from occurring within the stream buffer area and to provide protection for existing tree canopy

### **ADDITIONAL REQUIREMENTS**

1. The Sub-divider agrees to comply with the regulations and policies of the utility companies having facilities within the City limits.
2. The Sub-divider agrees that no Certificates of Occupancy shall be issued for homes/lots within the Madison Valley 3rd Plat until such time the bridge crossing on West Heritage Drive has been completed and accepted by the City as part of the public improvements.
3. The Sub-divider agrees that sidewalks five-foot (5') in width shall be installed on all lots within the Madison Valley 3rd Plat at the time a home is constructed on a lot. Sidewalks on Lots 112 and 125 shall be designed to transition from a 5' sidewalk to connect to existing 4' sidewalks within the Madison Valley 1st Plat.
4. The Sub-divider agrees to install a barricade, or other appropriate measures to prevent any construction traffic from utilizing Park Drive to access the subdivision during construction of the subdivision. Such measures shall remain until the City accepts Park Drive as part of the public improvements for Phase 3.

### **GENERAL PROVISIONS**

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Sub-divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants herein shall run with the land described in this agreement and shall be binding and ensure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers.
3. This agreement shall constitute the entire agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.

4. If, at any time, any part hereof has been breached by Sub-divider, the City may withhold approval of any or all building permits applied for in the subdivision, until breach or breaches has or have been cured.

5. This agreement shall be recorded by the Sub-divider and its covenants shall run with the land and shall bind the parties, their assigns and successors in interest and title.

6. Any provision of this agreement which is not enforceable according to law will be severed herefrom and the remaining provisions shall be enforced to the fullest extent permitted by law.

7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.

8. The Sub-divider hereby warrants and represents to the City as inducement to the City's entering into this Agreement, that the Sub-divider's interest in the Subdivision is as a fee owner.

9. Whenever in this agreement it shall be required or permitted that Notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

If to Blue Springs Safety Storage South LLC. at:

City Manager  
100 Municipal Circle  
Raymore, MO 64083

‰:Tony Ward  
1120 NE Eagle Ridge Blvd.  
Grain Valley, MO 64029

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Madison Valley 3rd Plat, Lots 91-92, 101-102, 112-125, 158-159, and 174**; and that failure for any reason to record the plat does not obligate the City to re-approve the plat no matter what improvements may have been completed in furtherance of the current plat known as **Madison Valley 3rd Plat, Lots 91-92, 101-102, 112-125, 158-159, and 174**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

\_\_\_\_\_  
Jim Feuerborn, City Manager

Attest:

\_\_\_\_\_  
Erica Hill, City Clerk

[Handwritten Signature]  
Sub-divider - Signature

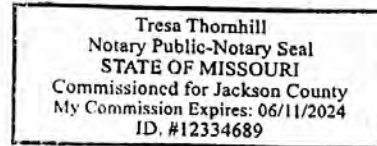
Anthony B. Ward - member  
Printed Name

\_\_\_\_\_  
Sub-divider - Signature

\_\_\_\_\_  
Printed Name

Subscribed and sworn to me on this  
the 17<sup>th</sup> day of June 2023  
in the County of Jackson,  
State of Missouri.

Stamp:



Notary Public: [Handwritten Signature]  
My Commission Expires: 06/11/2024

## **Attachment A**

### **FEE SCHEDULE FOR MADISON VALLEY 3RD PLAT**

<b>ATTACHMENT A - DEVELOPMENT FEE SCHEDULE</b>		
FEE CALCULATION FOR <b>[MADISON VALLEY 3RD]</b>		
Total Cost for New Public Improvements		\$ 564,007.50
<p>All fees and deposits shall be paid prior to recording the final plat. The land disturbance permit fee and erosion control financial security deposit shall be paid prior to commencement of any land disturbance activity (site grading), or if no land disturbance activity started prior to recording of final plat, paid at time of recording final plat.</p>		
1	<p style="text-align: center;"><b>Land Disturbance Permit Fee. [455.010B]</b>  01-00-4170-0000  If fee paid prior to recording of plat, receipt # _____  *must be paid prior to issuance of a land disturbance permit</p>	\$ 500.00
2	<p style="text-align: center;"><b>Erosion Control Financial Security Deposit:</b>  Developer shall provide financial security for erosion control in the amount of \$1,000 per acre. The first \$5,000 of the financial security must be by cash deposit to the City.  [455.010F]  60-00-2811-0000  If deposit paid prior to recording of plat, receipt# #1  *must be paid prior to issuance of a land disturbance permit</p>	\$ 5,000.00
2a	<p style="text-align: center;"><b>Additional Erosion Control Financial Security:</b>  (The remaining deposit above the first \$5,000 due can be paid in cash) [455.010F]:  (11.96 ac. total disturbed)  If deposit paid prior to recording of plat, receipt# _____  If letter of credit submitted:  financial institution: _____  renewal date of letter of credit: _____  *must be paid prior to issuance of a land disturbance permit</p>	\$ 980.00
3	<p style="text-align: center;"><b>Infrastructure Construction Plan Review Fee:</b>  An amount equal to one percent (1%) of the estimated public improvement costs performed by the developer. [445.020H1]  01-00-4182-0000  *must be paid prior to issuance of a construction permit</p>	\$ 5,640.08
4	<p style="text-align: center;"><b>Infrastructure Construction Inspection Fee:</b>  An amount equal to five percent (5%) of the estimated public improvement costs performed by the developer. [445.020H2]  01-00-4165-0000  *must be paid prior to issuance of a construction permit</p>	\$ 28,200.38
5	<p style="text-align: center;"><b>Emergency Outdoor Warning Siren Fee:</b>  \$9.00 per acre (5.98 acres)  [Schedule of Fees and Charges]  01-00-4185-0000  *must be paid prior to recording of the final plat</p>	\$ 53.82
6	<p style="text-align: center;"><b>Parkland Dedication Fee in Lieu</b>  27-00-4705-0000  *must be paid prior to recording of the final plat</p>	\$ 16,388.61
TOTAL FEES TO BE PAID <b>PRIOR TO RECORDING PLAT [5] [6]</b>		\$ 16,442.43
TOTAL FEES TO BE PAID <b>PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT [1] [2] [2a]</b>		\$ 6,480.00
TOTAL FEES TO BE PAID <b>PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS [3] [4]</b>		\$ 33,840.45









**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: June 12, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3815: Stevick Property Voluntary Annexation; Willow Hills Lot 5 (1010 N Jackson)

**STRATEGIC PLAN GOAL/STRATEGY**

3.2.4: Provide quality, diverse housing options that meet the needs of our community

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
----------------------	--------------------

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:  
Date:  
Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Property Location Map  
Annexation Agreement

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Ron and Eileen Stevick, owners of the property located at 1010 N. Jackson Street in the Willow Hills subdivision, have requested voluntary annexation into the corporate limits of the City. This property is the last remaining lot within the Willow Hills subdivision that has not been annexed.

The Annexation Agreement has been prepared that outlines the requirements of annexing into the City, including the provision of water service through a connection to the public main, as well as the process for bringing the property into compliance with the City's adopted zoning ordinance.

**BILL 3815**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ANNEXING PROPERTY DESCRIBED AS LOT 5 OF WILLOW HILLS SUBDIVISION, SECTION 10, TOWNSHIP 46N, RANGE 32W, CASS COUNTY, MISSOURI AND BELONGING TO RON AND EILEEN STEVICK, PURSUANT TO SECTION 71.014, OF THE REVISED STATUTES OF THE STATE OF MISSOURI."**

**WHEREAS**, the legislature of the State of Missouri has enacted Section 71.014 of the Revised Statutes of Missouri whereby real property contiguous and compact to the existing corporate limits of a Municipal Corporation may be annexed to that Municipal Corporation upon petition of the owners of all fee interests of record in said real property; and,

**WHEREAS**, the fee-simple owners of record of the real property described have petitioned the City Council of the City of Raymore pursuant to section 71.014 of the Revised Statutes of Missouri, to annex said property; and,

**WHEREAS**, the City Council of the City of Raymore have determined that the area proposed for annexation is contiguous and compact to the existing city limits.

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

Section 1. That the following described real property of the owners, Ron and Eileen Stevick, the fee-simple owners of the property, shall be annexed into the Municipal Corporation of Raymore, Missouri, and that the geographic boundaries of the City of Raymore, be extended to include the following legally described property:

Lot 5 of Willow Hills, a subdivision of land in Cass County, Missouri.

Section 2. Filing. Three copies of this ordinance are to be filed with the County Clerk upon final adoption of this ordinance.

Section 3. Annexation Agreement. That the Annexation Agreement between the City of Raymore, Missouri, and Ron and Eileen Stevick, appended hereto and made part hereof, is hereby approved and the Mayor is authorized and directed to execute said agreement on behalf of the City of Raymore, Missouri.

Section 4. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate,

distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 12TH DAY OF JUNE, 2023.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JUNE, 2023 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature





0.1

mi



## **ANNEXATION AGREEMENT**

### *Willow Hills Lot 5*

**THIS AGREEMENT**, made this \_\_\_\_\_, by and between Ronald and Eileen Stevick, fee-simple owners of the property described herein, and hereinafter referred to as "Applicant" and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as "City".

**WHEREAS**, Applicant seeks to obtain annexation approval from the City for Lot 5, Willow Hills Subdivision, which is located at 1010 N. Jackson, Raymore, Cass County, Missouri, Section 10; Township 46; Range 32; and

**WHEREAS**, Applicant, herein defined, wishes to be annexed into the City of Raymore, Missouri, and;

**WHEREAS**, the City desires to ensure that certain covenants outlined in the annexation petition be accomplished by the Applicant in order to protect the public health, safety and welfare, and;

**WHEREAS**, the Applicant agrees to assume all improvement obligations as prescribed below by the Terms of this Agreement; and;

**WHEREAS**, the City is authorized to enter into such agreements as an exercise of its police powers and pursuant to the Missouri Constitution, the Raymore Charter, and the Revised Statutes of Missouri.

**NOW, THEREFORE**, in consideration of the promises and covenants herein set forth, and receipt by the City of fees and costs as stated herein, the parties agree as follows:

### **GEOGRAPHIC LOCATION**

1. The terms of this agreement apply to the following property and all portions thereof hereby described as:

Lot 5, Willow Hills, a subdivision of land in Cass County, Missouri.



## **ZONING**

2. If annexed into the City Limits, the Applicant acknowledges and agrees to allow the City of Raymore to file an application to establish a City zoning classification consistent with the adjacent properties within the Willow Hills subdivision. The City agrees to submit an application for rezoning on the Applicant's behalf upon receipt of a written request to do so from the Applicant. No filing fee shall be assessed for the rezoning application.
3. Any rezoning of Property and any provision of city services shall be in accordance with the Raymore Code of Ordinances and any other applicable city requirements.
4. The parties agree that this Agreement does not, in any respect, constitute the commitment of the City, the City Council or any of the City's elected officials to exercise legislative discretion to approve a petition to rezone the Property to any particular city zoning classification, except that this responsibility will be exercised in accordance with City ordinances, policies and procedures.

## **WATER SERVICE**

5. Refusal to allow an Applicant access to the City water line will constitute a failure by the City to provide normal municipal services and shall make this annexation agreement as it pertains to that Applicant's property null and void.
6. The Applicant agrees to pay any applicable water tap fees and rate charges.
7. The City of Raymore water system within the Willow Hills Subdivision meets the minimum Mo/DNR requirements and City of Raymore standards.
8. The City of Raymore makes no express or implied warranty regarding water pressure at the point of discharge on the subject properties.
9. It shall be the responsibility of the property owner to assure that the proposed water service for the subject property has been adequately sized to provide satisfactory water pressure for the property owner at the point of discharge on the above property. Given the distance between the City water main and the connection point to the home located the property a larger service or booster pump may be necessary.
10. The parties hereby acknowledge that despite the services provided in paragraphs 8 and 9 there may be occasions in which the water pressure at the point of discharge on the above described property drops below a level satisfactory to the property owner and the City of Raymore shall not be held responsible for damage or inconveniences during such occasions.
11. The property owner(s) and their heirs, executors, administrators, successors and assigns hereby waive and release the City of Raymore from any and all



claims for any damages arising from unsatisfactory water pressure at the point of discharge on the above described property.

### **ROAD IMPROVEMENTS/CONDITIONS**

12. The Applicant agrees and acknowledges that the road system within the Willow Hills Subdivision that serves the subject property is owned by Cass County and is maintained by the city of Raymore at a rural standard, which includes grading and snow plowing and not ditch or culvert maintenance.

### **SANITARY SEWER CONDITIONS**

13. The Applicant agrees and acknowledges that the property is currently served by an on-site (septic) waste disposal system.
14. The Applicant agrees that the on-site waste disposal system will be properly maintained in good working order at all times.
15. The Applicant agrees to modify, repair or replace the on-site waste disposal system at any time it fails to function properly at his own expense.
16. Should sanitary sewer service lines be installed near the subdivision in the future, Section 710.140 of the Raymore City Code states "Existing residences with an individual sewage disposal system that is properly functioning are not required to connect to a public sanitary sewer system. Should the individual sewage disposal system fail, connection shall be made to a public sanitary sewer system. If no public sanitary sewer system is available within three-hundred (300) feet of the primary structure, then the individual sewage disposal system may be repaired or replaced." If a connection is made to a public sanitary sewer system, the Applicant agrees to pay any applicable sewer fees and rate charges.
17. The Applicant agrees that the extension of sanitary sewer service lines to the property will be at the Applicant's or its assigns' cost.
18. All new public improvements must be approved by the City, constructed to City standards, and inspected by the City; and the Applicant agrees to dedicate easements to the City in compliance with City standards for utility easements.

### **CITY SERVICES**

19. The City agrees to provide police protection, and other City services to the property to the same extent, and upon the same terms and conditions, as those services are provided throughout the City.

20. The Applicant agrees that solid waste services will be provided to the property in a manner consistent with service provision to other residents, which may include City provided or contracted service.

### **GENERAL REQUIREMENTS**

21. If, at any time, any part hereof has been breached by the Applicant, the City may withhold approval of any or all building permits applied for development until breach or breaches has or have been cured.
22. The Applicant agrees to record this Agreement with Cass County, Missouri, and to pay the costs of said recording and provide a copy of the recorded Agreement to the City. The covenants herein shall run with the land and shall bind the parties, their assign and successors, in interest and title.
23. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances and any State or Federal laws with which the Applicant must comply and does not in any way constitute prior approval of any future proposal for development.
24. This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to approval of the parties.
25. Any provision of this Agreement which is not enforceable according to law will be served here from, and the remaining provisions shall be enforced to the fullest extent permitted by law.
26. The undersigned represent that they each have the authority and capacity to execute this Agreement. This Agreement shall not be valid unless executed by the parties and approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.



IN WITNESS WHEREOF, the parties hereto have approved to form and content this agreement in triplicate as of the day and year first above written.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

By: \_\_\_\_\_  
Kristofer P. Turnbow, Mayor

Attest:

\_\_\_\_\_  
Erica Hill, City Clerk

OWNER

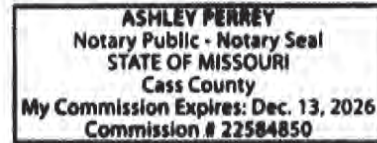
By: Edna Eileen Stevick

By: Ronald J Stevick

APPLICANTS

Subscribed and sworn to me on this  
the 1st day of June 2023  
in the County of CASS,  
State of Missouri.

Stamp:



Notary Public: Ashley Perrey My Commission Expires: 12/13/2026

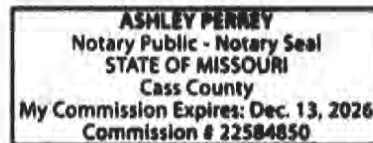
By: Edna Eileen Stevick

By: Ronald J Stevick

APPLICANTS

Subscribed and sworn to me on this  
the 1st day of June 2023  
in the County of CASS,  
State of Missouri.

Stamp:



Notary Public: Ashley Perrey My Commission Expires: 12/13/2026



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: June 12, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3817: Award of Contract for Professional Services - Raymore 2045 Comp Plan

**STRATEGIC PLAN GOAL/STRATEGY**

**FINANCIAL IMPACT**

Award To: Olsson Studio  
Amount of Request/Contract: \$55,000  
Amount Budgeted:  
Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
----------------------	--------------------

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:  
Date:  
Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

In 2021, the City began the efforts of drafting a new Comprehensive Plan for the City. Following the 2022 Community Conversation hosted by the City, staff compiled a draft of the plan, with the intent of contracting with a consultant to assist with the final design, drafting, and compilation of the plan for adoption by the City.

The Consultant will help develop a 'brand' for the proposed plan, and incorporate professionally developed drawings, images, diagrams and figures to support the findings and recommendations of staff, as well as provide technical assistance through sophisticated demographic and economic insights to incorporate into the final plan.

The Consultant will assist staff through the final adoption process between the various Boards and Commissions, as well as the adoption by the City Council.

Staff issued an RFQ to solicit bids in April of 2023. Olsson Studio was the sole-submittal.

Staff recommends the award of contract to Olsson Studio in the amount of \$55,000

**BILL 3817**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH OLSSON STUDIO FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO THE CITY'S COMPREHENSIVE PLAN UPDATE IN THE AMOUNT OF \$55,000 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

**WHEREAS**, the City commenced the comprehensive planning process to update and adopt a new Comprehensive Plan to guide the future growth of the City; and,

**WHEREAS**, staff publicly advertised and solicited bid for the provision of professional services related to the Comprehensive Plan; and,

**WHEREAS**, staff reviewed the proposals submitted and determined that the proposal from Olsson Studio was the best of the proposals submitted.

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

Section 1. The City Manager is authorized to enter into an agreement with Olsson Studio for the Comprehensive Plan project.

Section 2. The City Manager is authorized to approve change orders for this project within established budget constraints.

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 12TH DAY OF JUNE, 2023.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JUNE, 2023, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature





CITY OF RAYMORE  
CONTRACT FOR PROFESSIONAL SERVICES

**Comprehensive Plan Update**

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 26th day of June, 2023 between Olsson Studio, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 1814 Main St., Kansas City, MO 64108, hereafter referred to as the **Consultant**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of June 26, 2023 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I  
THE WORK

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #23-005 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Consultant agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFQu # 23-005 including insurance and termination clauses as needed or required. The work as specified in Appendix A,

may commence upon the signing of this contract and scheduling and approval of the City.

## ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall begin upon Council approval and City Manager's signature. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

## ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Consultant, \$55,000 which is "not to exceed" \$55,000 dollars for completion of the work, subject to the provisions herein set. The City Manager has the authority for change orders.

## ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Consultant for the completed work as follows:

The Consultant shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of the Consultant's work. The City will be the sole judge as to the sufficiency of the work performed. A 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made.

In the event of the Consultant's failure to perform any of his duties as specified in this contract and addendums, or to correct an error within the time stipulation agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

## ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract (except for Worker's Compensation and Professional Liability coverage).

Consultant agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

## ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate a representative to render decisions on behalf of the City and on whose actions and approvals the Consultant may rely.

The Consultant's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Consultant), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Consultant. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Consultant shall agree upon any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Consultant agrees to provide all services necessary to perform and complete the contract as specified. Consultant further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Consultant will supervise and direct the work performed, and shall be responsible for his employees. Consultant will also supervise and direct the work performed by sub-Consultants and their employees and be responsible for the work performed by sub-Consultants hired by the Consultant.

Consultant agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Consultant shall bear the cost of any permits which he is obligated to secure. Consultant will also ensure any sub-Consultants hired will obtain the necessary licenses and permits as required.

Consultant agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Consultant agrees to ensure sub-Consultants and their employees comply with all applicable laws and regulations aforementioned.

Consultant also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

## ARTICLE VII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Consultant at the address listed below. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

## ARTICLE VIII CONTRACT DISPUTES AND MEDIATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to mediate the issue. Mediation shall be non-binding unless a written settlement agreement is reached. Costs of mediation shall be split equally between the parties. Failure of the parties to reach a resolution in mediation shall be a prerequisite to filing suit or initiating further action to resolve the dispute. In all cases where work on the project is not complete, the Contractor agrees to carry on with the work and to maintain the progress schedule during any dispute under this Contract unless otherwise mutually agreed in writing by the parties.

## ARTICLE IX WARRANTY

Consultant shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with Appendix A specifications.

Consultant warrants that the goods shall be delivered free of the rightful claim of any third person by way of non-payment on the part of the Consultant for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Consultant of such claim. If City fails to forward such notice to Consultant, it shall be deemed to have released Consultant from this warranty as to such claim.

## ARTICLE X

## AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the consultant must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- \* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XI  
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Consultant agrees that it has not relied upon any representations of Consultant as to the prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

**IN WITNESS WHEREOF**, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

(SEAL)

**THE CITY OF RAYMORE, MISSOURI**

By: \_\_\_\_\_  
Jim Feuerborn, City Manager

Attest: \_\_\_\_\_  
Erica Hill, City Clerk

SEAL)

**OLSSON STUDIO**  
By: \_\_\_\_\_  
KOREY SCHOLZ  
Title: \_\_\_\_\_  
TEAM LEADER

Attest: \_\_\_\_\_  
STEPHAN A. FERGUSON  
SENIOR PLANNER / PROJECT MANAGER

**Appendix A**  
**Scope of Services**

## SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated June 12, 2023, between the City of Raymore, Missouri ("Client") and Olsson, Inc. dba Olsson Studio ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

### PROJECT DESCRIPTION AND LOCATION

Project will be located at: Raymore, Missouri  
Project Description: Comprehensive Plan

### SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

#### PHASE 100 – DISCOVER

Olsson will provide Project management coordination, quality/cost control, information coordination, and Project schedules.

Following contract execution, Olsson will attend one (1) virtual kickoff meeting with the project management team to define expectations and clarify Project goals. Olsson shall review Project scope, schedule, and Core Team makeup and responsibilities.

Olsson will attend one (1) monthly virtual progress meeting with Client to discuss Project status.

Olsson will prepare a branding plan to detail the logo, colors, fonts, and theming to be integrated into all print and digital Project materials.

Following Project kickoff, Client will provide Olsson with existing conditions data, including:

- GIS data from city (parcels, city boundary, aerial imagery, urban growth boundaries and/or management areas, existing and future land uses, zoning, special use districts, overlay zones, public facilities, utility infrastructure, street centerlines, transit routes/stops, bicycle lanes, sidewalks, trails, roadways, street classifications/typology, parks, edge of pavement, public right-of-way, parking lots, building footprints, et cetera)
- Available economic development data
- Draft Raymore 2045 Blueprint documents
- Engagement summaries developed from the Community Conversation event and other engagement efforts related to the comprehensive plan update
- Park planning documents for inclusion in the Plan

Olsson will review all documents provided and develop an initial list of recommended edits and feedback for the draft Plan document. Olsson will up to two (2) times, virtually, with the Client to review feedback, organization of the Plan, and graphics to be included.

Olsson will review available base map information and GIS layers provided by Client and will assemble up to eight (8) maps required for the Plan document.

#### **Economic and Demographic Analysis:**

Olsson will prepare an Economic and Demographic Analysis to evaluate the city's potential to support future development and redevelopment of a variety of land uses and housing. The Economic and Demographic Analysis will evaluate the historic, current, and future demographic, economic, and real estate market forces and trends that influence the city's future urban growth patterns.



These analyses will assist in identifying the city's ability to continue to attract new residents and jobs that will in turn generate future residential housing formats to serve all ages and income levels. The housing market will be specifically explored to understand affordability, attainability, how to appropriately blend multiple formats, and balance new development with the existing housing stock. Residential housing units will be forecast to determine the velocity of future urban growth.

The Economic and Market Analysis will (1) identify and analyze demographic, economic, and development trends impacting the city and (2) identify and analyze existing residential and employment market conditions.

**Deliverables:**

- Project kickoff meeting materials
- Branding plan
- Memorandum for each monthly virtual Project progress meeting
- Draft Economic and Demographic Analysis
- Comprehensive Plan Draft Deliverable #1 (Plan outline and format, Plan introduction, existing plans summaries, and State of the City Assessment)

**Meetings:**

- One (1) virtual Project kickoff meeting
- Up to eight (8) monthly virtual Project progress meetings
- One (1) in-the-field photographic inventory of the city

**PHASE 200 – PLAN**

Olsson will review and/or create a series of actionable, draft recommendations in the form of goals, policies, and framework plans. Draft recommendations plan will address land use, development and redevelopment, economic development, transportation (multimodal), parking, placemaking, community character, equity, recreation, arts, culture, public facilities, services, sustainability, resiliency, and other topics as deemed necessary. The comprehensive plan document will be illustrative, including annotated plan graphics and photographic imagery. Olsson will create five (5) activity centers framework graphics and up to nine (9) park site graphics. Park site graphics will be hand drawn over high resolution aerials, labeled, and color rendered.

**Client's Responsibilities:**

- None

**Deliverables:**

- Comprehensive Plan Draft Deliverable #2 (written and illustrated draft recommendations for all topics)

**Meetings:**

- Monthly virtual Project progress meetings

**PHASE 300 – REFINE**

Client will provide a single PDF of requested changes to the comprehensive plan, prior to drafting of the implementation plan.

Olsson will provide one round of revisions to illustrative graphics for activity centers and park sites. Revisions will be limited to minor adjustments and not a full redesign. Olsson will meet with the client ahead of creation to garner a full understanding of expectations and direction.

**Client Responsibilities:**

- Single PDF file formatted document of initial city staff member comments for draft recommendations

**Deliverables:**

- Comprehensive Plan Draft Deliverable #3 (refined version of Draft Plan Deliverable #2)

**Meetings:**

- Monthly virtual Project progress meetings

**PHASE 400 – STRATEGIZE**

Olsson will review and/or develop supporting implementation strategies for recommendations in the form of strategies, programs, projects, and policies. Olsson will draft the final section – implementation action plan – and submit to Client for review.

Client will provide a single PDF file formatted document of comments on implementation strategies to be addressed.

Olsson will submit a revised, complete, and final comprehensive plan. Client will present the final comprehensive plan to the Planning & Zoning Commission and City Council for consideration of adoption. Olsson will attend Planning & Zoning Commission and City Council meetings for questions and answers.

**Client Responsibilities:**

- Single PDF file formatted document of final city staff member comments for implementation strategies

**Deliverables:**

- Comprehensive Plan Final Deliverable #4 (final plan with all sections edited and fully formatted [PDF and Word])

**Meetings:**

- Planning & Zoning Commission public hearing
- City Council public hearing and adoption
- Park Board public hearing

**PHASE 500 – SUSTAIN**

Olsson will provide the Client with a final invoice for Scope of Services items, transfer final files to Client, and transfer ownership, maintenance, and training of the Project website to Client.

**Client Responsibilities:**

- None

**Deliverables:**

- Transfer of materials

**Meetings:**

- None

**TOTAL SCOPE OF SERVICES \$55,000.00**  
(Includes expenses)

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

#### **SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date:	May 2023
Anticipated Completion Date:	December 2023

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

## **Appendix B General Terms and Conditions**

### **A. *Procedures***

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Development Services Director in consultation with the Finance Director or their authorized representative (s). The Consultant shall not comply with requests and/or orders issued by any other person. The Development Services Director will designate his/her authorized representatives in writing. Both the City of Raymore and the Consultant must approve any changes to the contract in writing.

### **B. *Contract Period***

Award of this contract is anticipated prior to the end of May 2023, with items requested completed within 90 days.

### **C. *Insurance***

The Consultant shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with the work performed on behalf of the City of Raymore by the Consultant, its agents, representatives, employees or sub consultants. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

#### **1. General Liability**

Owners and Protective Liability.

Minimum Limits

General Liability:  
\$2,000,000 Each Occurrence Limit

### **D. *Hold Harmless Clause***

The Consultant shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Consultant or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Consultant shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Consultant will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each sub-consultant or vendor used by the Consultant.

G. *Invoicing and Payment*

The Consultant shall submit invoices, in duplicate, for services outlined above in the scope of services under Appendix A.

H. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Consultant. Any contract cancellation notice shall not relieve the Consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

The Consultant shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of receipt of the claim.

City decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or his designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

The Consultant acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

The Consultant further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Consultant shall demonstrate to the Development Services Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Consultant at the Consultant's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Consultant shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Permits*

The successful Consultant shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Business License" required of all vendors doing business within the City limits of Raymore (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

P. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open records as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

Q. *Rejection of Bids*

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

R. *Affidavit of Work Authorization and Documentation:*

Pursuant to 285.530 RSMo, the consultant must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- \* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.







**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: June 12, 2023

SUBMITTED BY: Ryan Murdock

DEPARTMENT: Administration

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3818: Budget Amendment: Trash, Recycling, and Yard Waste Fees

**STRATEGIC PLAN GOAL/STRATEGY**

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
----------------------	--------------------

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:  
Date:  
Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Request letter from Constable Sanitation - George Constable

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

As part of the contract for trash, recycling, and yard waste collection, Constable Sanitation is requesting an adjustment in the fee for trash and recycling services. This increase follows the Consumer Price Index for garbage and trash hauling. The proposed rates will increase trash service by \$0.86 a month and will increase recycling by \$0.11 per month.

**BILL 3818**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FY 2023 BUDGET AND UPDATING THE SCHEDULE OF FEES FOR RESIDENTIAL TRASH AND RECYCLING SERVICES."**

**WHEREAS**, the City Council approved a contract with Constable Sanitation that allows for annual review and rate adjustments based on the Consumer Price Index for Garbage and Trash Collection and Recycling Services; and,

**WHEREAS**, the Consumer Price Index rose at a rate of 6.9% through May of 2023.

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

Section 1. The City Manager is hereby directed to amend the FY 2023 Budget to reflect the updated schedule of fees as follows:

**TRASH SERVICE**

Residential Trash Service	<del>\$14.28 per month</del> to <b>\$15.14 per month</b>
Residential Recycling Service	<del>\$5.48 per month</del> to <b>\$5.59 per month</b>
Residential Cart Fee	\$1.50 per month
Residential Additional Cart Fee	\$0.75 per additional cart

Section 2. Any Ordinance of part thereof which conflicts with this Ordinance shall be null and void.

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 12TH DAY OF JUNE, 2023.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JUNE, 2023, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



Hello City of Raymore,

The solid waste CPI is currently 6.9 percent. Constable Sanitation would like to propose an increase of 6 percent on trash pricing and 2 percent on recycling price effective July 15, 2023. This price increase keeps Constable Sanitation significantly lower than neighboring municipalities. The price is outlined below:

Current trash collection rate - \$14.28

Adjusted trash collection rate - \$15.14

Current recycling collection rate - \$5.48

Adjusted trash collection rates - \$5.59

We appreciate your continued support and look forward to continuing a successful business partnership with the residents in the City of Raymore.

Thank you,

George Constable





**CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM**

DATE: June 12, 2023

SUBMITTED BY: Jim Wilson

DEPARTMENT: Police

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3798 : Agreement for SRO services with the Raymore-Peculiar School District

**STRATEGIC PLAN GOAL/STRATEGY**

2.1: Set the standard for a safe and secure community

**FINANCIAL IMPACT**

Award To: City of Raymore from Raymore/Peculiar School District  
Amount of Request/Contract: \$276/day or \$138/half day - maximum of 178 full days  
Amount Budgeted:  
Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
July 1, 2023	June 30, 2024

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission: Raymore-Peculiar School Board  
Date:  
Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Raymore-Peculiar School District - School Resource Officer Agreement

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

On July 25, 2016, the Raymore City Council approved Bill 3192, an agreement between the City of Raymore and the Raymore-Peculiar School District to provide law enforcement services through the School Resource Officer Program for schools in Raymore and as needed at East Middle School.

Since the inception of the program in 2016, the outstanding relationship between the District and the City has been further strengthened as a direct result of the efforts of the assigned officer. As such, the School District has proposed a continuation of the contract between the City of Raymore and the Raymore-Peculiar School District. The attached agreement mirrors the provisions of last year's contract with the exception of an increase amount per day and a decrease in the number of total days.

The benefits of this relationship have been significant and will continue with renewal of this contract.



**BILL 3798**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING AN INTERGOVERNMENTAL AGREEMENT WITH THE RAYMORE-PECULIAR SCHOOL DISTRICT TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES FOR SCHOOLS IN RAYMORE AND AS REQUESTED AT EAST MIDDLE SCHOOL.”**

**WHEREAS**, Article R-VI, Section 16 of the Constitution of Missouri provides that any municipality or political subdivision of the State may cooperate under contract to provide a common service as provided by law; and,

**WHEREAS**, the Raymore-Peculiar School District has expressed a desire to continue the public safety presence within the district through a contract and payment for the assignment of a Raymore Police Officer in schools designated within the attached contract.

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

Section 1. The Mayor is hereby authorized to execute an agreement between the Raymore-Peculiar School District and the City of Raymore to provide School Resource Officer services, attached as Exhibit A.

Section 2. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 12TH DAY OF JUNE, 2023.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JUNE, 2023, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



# Raymore-Peculiar School District

21005 S. School Rd., Peculiar, MO 64078 • Phone: 816-892-1300 • Fax: 816-892-1380

## School Resource Officer AGREEMENT

This Agreement is entered into this 1<sup>st</sup> day of July, 2023, by and between the City of Raymore, a public entity, hereinafter referred to as "City" and Raymore-Peculiar R-II School District, a political subdivision of the State of Missouri, hereinafter referred to as "District."

### WITNESSETH

For, and in consideration of, the mutual promises, terms, and covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose of Agreement – The purpose of the Agreement is for the City to assign a police officer to provide law enforcement services, through the School Resource Officer (SRO) program, as specified herein. The School Resource Officer will have additional duties outside of the District involving School/Youth/Community Outreach not specified in this agreement. Those duties will be determined in cooperation with the Assistant Superintendent of Operations and the Raymore Chief of Police.

One (1) police officer, hereinafter referred to as the "officer" will serve the Raymore-Peculiar School District facilities and properties in the northern portion of the Raymore-Peculiar School District within the city limits of Raymore and at the East Middle School, but will provide support to all District facilities through the appropriate mutual aide agreements with other jurisdictions.

The officer will work with school district personnel in providing education on topics that include, but not limited to: alcohol/drug education and support, anti-bullying/cyber-bullying, community/school safety, safe driving and teen dating violence. This officer is responsible for maintaining a safe campus environment, serving as a law enforcement problem-solving resource, and providing the appropriate response regarding on-campus or school related criminal activity.

2. Term – The term of the Agreement shall be from July 1, 2023 through June 30, 2024. During days the officer is not on duty with the School District, the officer may perform community outreach duties as determined by the Chief of Police. In the event of a city-wide emergency, the officer may be removed from the school to perform police duties at the direction of the Chief of Police, or a designee.
3. Termination – The Agreement may be terminated without cause by either party upon 30 days prior written notification.
4. Relationship of Parties – The City and the assigned officer shall have the status of an independent contractor for purposes of the Agreement. The officer assigned to the District shall be considered an employee of the City, selected by and under the command and supervision of the Police Department. The assigned officer will be subject to current procedures in effect for the City of Raymore police officers, including attendance at all mandated training and testing to maintain state law enforcement certification. The Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or

organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties agree that no person supplied by the District to accomplish the goals of the Agreement is considered to be a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Consideration – In consideration of the assignment of one (1) police officer to work in the District as provided herein, the District agrees to pay the City \$276.00 per day (8 hour day) for each full day the police officer works for the District or \$138.00 per half day (4 hour day) for a maximum of 175 full work days or combination thereof whenever school is in session with students present. The District will not be responsible for payment of overtime, unless it is requested by the District and mutually agreed upon with the Police Department. Any school district assignment of the officer requiring overtime pay shall be reimbursed to the City at the overtime rate according to City payroll regulations. The officer's weekly District schedule will be assigned by the Assistant Superintendent of Operations in cooperation with the Raymore Chief of Police, or a designee. The Assistant Superintendent of Operations and the Chief of Police will meet at regular intervals to ensure that any issues and/or concerns are addressed in a timely manner.

Payment from District to City is due upon District's receipt of an itemized statement of cost from the City. The City will invoice the District monthly based upon number of days (full or half as defined above) worked in each particular month. The officer shall submit a monthly timesheet through the chain of command to the Chief of Police, who will approve and forward to the District's Assistant Superintendent of Operations showing the number of days worked and any pre-approved overtime prior to payment being made from the District to the City. The City will provide an official police vehicle and fuel for the assigned officer and cover the costs of police officer training consistent with City policies and procedures. Use of department vehicle must be consistent with Police Department policy at all times.

Coverage for summer school days will be determined after summer school sites are determined and will be communicated to the Chief of Police by May 1 of each year.

6. Officer Responsibilities – The officer assigned to the District shall:
- a. Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol, and other drug related issues, and in addressing violence diffusion, violence prevention, anti-bullying, cyber-bullying, seatbelt education, texting and distracted driving, and other safety issues in the school community;
  - b. Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campuses served by the officer;
  - c. Provide informational in-service training and be a general resource for the staff on issues related to alcohol and other drugs, violence prevention, gangs, safety and security;
  - d. The officer will gather information regarding problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students;
  - e. If/when a crime occurs, the officer will take the appropriate steps consistent with Missouri law enforcement police officer duties, and the Codes and policies of the City of Raymore;
  - f. The officer will present educational programs to students, parents and/or school staff on topics agreed upon by the Police Department and the District;



- g. The officer will refer students and/or their families to the appropriate agencies for assistance when a need is determined and communication with the School Principal has occurred before doing so;
- h. Unless exigent circumstances prevent it, the officer will attempt to advise the Police Department, Assistant Superintendent of Operations and the School Principal prior to taking law enforcement action, subject to the officer's duties under the law;
- i. The officer shall not act as school disciplinarian, nor make recommendations regarding school discipline. The officer may be used for regularly assigned supervision duties such as lunchroom, hall monitoring, bus supervision or other monitoring duties. If there is an unusual/temporary problem in any other area of the District, the officer may be used to assist District employees until the problem is solved through agreement between the District and Raymore Police Department.
- j. The officer will conduct safety and security assessments of the school facilities and make recommendations for improvement to the Assistant Superintendent of Operations.
- k. The officer will maintain an activity log, attendance calendar and compile monthly safety and security data to be furnished on District approved forms and submitted to the Assistant Superintendent of Operations.
- l. Incidents requiring police action that occur outside of Raymore City limits must be referred to the appropriate jurisdiction.

Provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the assigned officer of the City beyond the general duties that exist for law enforcement officers within the State of Missouri.

7. Time and Place of Performance – The City will endeavor to have an officer available for duty at the assigned school(s) each day indicated in advance on a mutually agreed upon schedule. The assigned officer's activities will be restricted to school grounds except for:
  - a. Follow-up home visits when needed as a result of school related student problems;
  - b. School related off-campus activities when police officer participation is requested by the Assistant Superintendent of Operations and/or Principal and approved by the Police Chief;
  - c. In response to off-campus, but school related, criminal activity;
  - d. In response to emergency police activities.

The City may furnish a substitute officer on days when the assigned officer is absent due to illness or police department requirements in order to fulfill the number of days stipulated in this contract.

1. District Responsibilities – The District will provide the assigned officer equipment as is necessary at his/her assigned school(s). Equipment shall include a mobile phone, radio, secured filing space and access to a computer.

District will provide a budget up to \$1,000 per officer for SRO professional development as requested by the District and mutually agreed upon with the Police Department.

### **School Event Security Memorandum of Understanding**

This MEMORANDUM OF UNDERSTANDING is entered into this 1st day of July, 2023, by and between the City of Raymore, Missouri, a public entity, hereinafter referred to as "City" and Raymore-Peculiar R-II School District, a political subdivision of the State of Missouri, hereinafter referred to as "District", collectively referred to as the "the Parties".

#### **RECITALS:**

The City and the District have a history of mutual cooperation in providing for the health, safety, and welfare of City's youth.

The City and the District currently are parties to a School Resource Officer Agreement whereby City Police Officers provide educational and support services to the District in the spirit of continued cooperation.

The City and the District are desirous to extend the cooperation between the Parties such that City Police Officers will provide security and order at after school events.

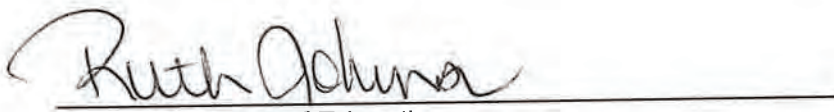
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and the District agree as follows:

1. Security and safety duties, of the kind performed by City Police Officers in their normal course of duty, at events sponsored or sanctioned by the District, but for which attendance is not compulsory for the majority of the student body, typically falling outside the hours of 7:00 a.m. – 3:30 p.m., hereinafter referred to as "after-hours events," shall be pre-approved overtime for City Police Officers subject to the School Resource Officer Agreement upon 48 hours' actual notice to the City;
2. Nothing in this Memorandum of Understanding shall be construed as evidence that City Police Officers staffing after-hours events are employees of the District, independent contractors, or anything other than City Police Officers performing their normal course of duty;
3. If, due to conflict with other duties or scheduling, the City Police Officers subject to the School Resource Officer Agreement are unavailable to staff after-hours events, the City and District may agree upon substitute officers to staff after-hours events for security and safety purposes;
4. Upon agreement of the Parties, additional City Police Officers may staff a given after-hours event subject to the terms of the Memorandum;
5. City Police Officers staffing after-hours events shall be paid their applicable overtime rates by the City;
6. The City will invoice the District for time spent by its Police Officers at such after-hours events monthly;
7. Any City Police Officer performing services to the District at after-hours events shall submit a monthly timesheet through the chain of command to the Chief of Police, who will approve and forward said timesheets to the District's Assistant Superintendent of Operations showing the hours worked by the Officer;
8. The Parties shall communicate regularly and endeavor in good faith to resolve any unforeseen issues or problems as they arise;

9. The City shall provide the District with a list, which shall be revised from time to time as is necessary, of officers available and willing to staff after-hours events and each officer's corresponding applicable overtime rates;
10. This Memorandum of Understanding shall be effective from the date of execution through June 30, 2024, provided the term may be mutually extended by the Parties as they deem necessary upon completion of a signed writing by the Parties;
11. This Memorandum of Understanding may be terminated without cause by either party upon 30 days' prior written notification;
12. Any disputes arising under this Memorandum of Understanding shall be governed by applicable Missouri Law;

Raymore-Peculiar R-II School District

By:   
Superintendent of Schools

By:   
President, Board of Education

Attested by:   
Secretary, Board of Education

City of Raymore, Missouri

By: \_\_\_\_\_  
City Administrator

By: \_\_\_\_\_  
Mayor

Attested by: \_\_\_\_\_  
City Clerk





# **New Business**





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: June 26, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input checked="" type="checkbox"/> Public Hearing
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3819: Easement Vacation - Lot 412, Westbrook 15th Final Plat

**STRATEGIC PLAN GOAL/STRATEGY**

3.2.4 Provide quality, diverse housing options that meet the needs of our community

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
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**STAFF RECOMMENDATION**

Approval
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**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:	N/A
Date:	N/A
Action/Vote:	N/A

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Staff Report Plot Plan
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REVIEWED BY:

Jim Feuerborn
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## BACKGROUND / JUSTIFICATION

Jody Latham, representing Cooper Land Development, has requested the vacation of an existing side and rear-yard utility easement located on Lot 412 within the Westbrook at Creekmoor 15th Plat for the purposes of replatting Lots 412 and 415.

The request would allow for a new plat to be submitted with a revised property line and new utility easement.

**BILL 3819**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING PORTIONS OF THE SIDE AND REAR-YARD UTILITY EASEMENTS LOCATED ON LOT 412 IN THE WESTBROOK AT CREEKMOOR FIFTEENTH PLAT FOR THE PURPOSES OF REPLATTING LOT 412, WESTBROOK FIFTEENTH PLAT, RAYMORE, CASS COUNTY, MISSOURI.”**

**WHEREAS**, the City Council held a public hearing regarding the proposed easement vacation on June 26, 2023, after notice of said hearing was published in a newspaper of general circulation in the City at least 15 days prior to said hearing; and,

**WHEREAS**, following all testimony and upon due consideration and deliberation, the City Council has determined that the proposed easement vacation is in the best interest of the City.

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

Section 1. The City Council vacates the portions of the side and rear-yard utility easements generally located in the southwest corner of the following described property as depicted on the attached Exhibit A:

Lot 412, Westbrook at Creekmoor 15th Plat, Raymore, Cass County, Missouri

Section 2. The City Council hereby makes the findings of fact and accepts the recommendation of the City Staff.

Section 3. Reversionary Rights. The statutory right of reversion in the owners of the abutting property is hereby confirmed, as is provided by the laws of the State of Missouri, and the Mayor and the Clerk of the City are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in Section 1 of this Ordinance.

Section 4. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 26TH DAY OF JUNE, 2023.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF JULY, 2023, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

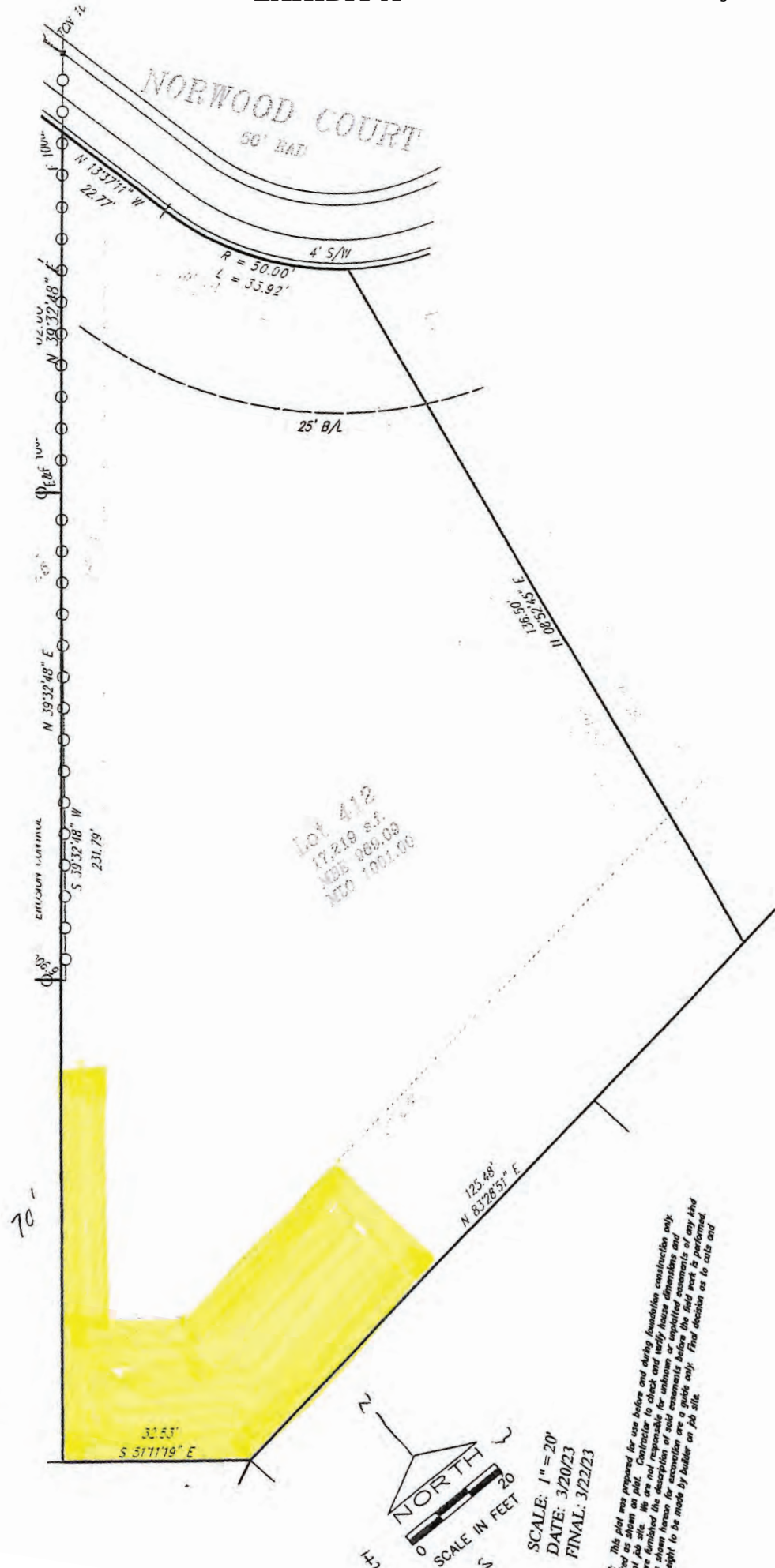
\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

EXHIBIT A

ORDERED BY: Allure Luxury Homes  
 ADDRESS: 919 Norwood Court  
 DESCRIPTION: Lot 412, WESTBROOK AT  
 CREEKMOOR-FIFTEENTH PLAT, A subdivision in  
 Raymore, Cass County, Missouri.  
 Lot Square Footage: 17,219 s.f.  
 House Footprint:





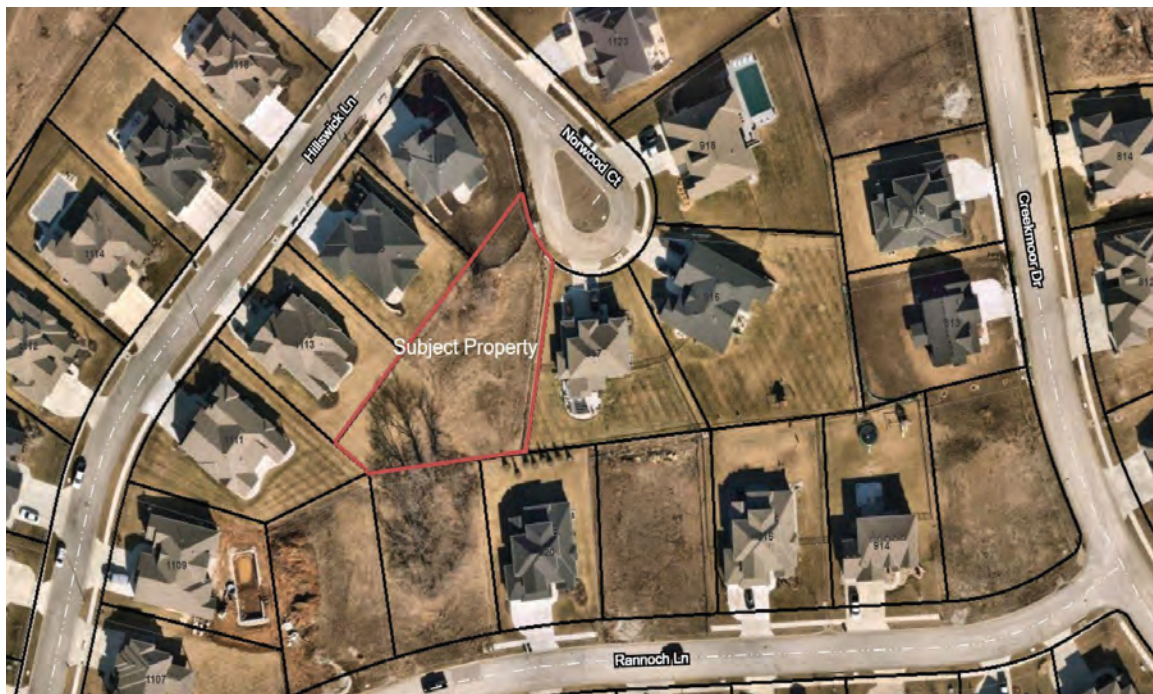
**To:** City Council  
**From:** City Staff  
**Date:** June 26, 2023  
**Re:** Case #23025 Lot 412 Westbrook at Creekmoor 15th Plat - Utility Easement Vacation

### GENERAL INFORMATION

**Applicant/  
Property Owner:** Jody Latham  
Cooper Land Development  
903 N. 47th St.  
Rogers, AR 72756

**Property Location:** Lot 412, Westbrook at Creekmoor 15th Plat

**2023 Aerial:**





**Site Photograph:**



**View looking southwest from Norwood Ct.**

**Requested Action:** To vacate a portion of the existing 25' Utility Easement located in the southwest corner of the existing twenty-five foot (25') utility easement located in the rear yard of the property.

**Existing Zoning:** "PUD" Planned Unit Development

**Growth Management Plan:** The Future Land Use Plan Map contained in the Growth Management Plan identifies this property as appropriate for Low-Density Residential development.

**Major Street Plan:** The Major Thoroughfare Plan Map contained in the Growth Management Plan classifies Hillswick Ln as a Local Road.

**Legal Description:** Westbrook at Creekmoor, 15th Plat, Lot 412

**Advertisement:** June 7, 2023 **North Cass Herald** newspaper

**Public Hearing:** June 26, 2023 City Council

**Items of Record:** **Exhibit 1. Notice of Publication**  
**Exhibit 2. Unified Development Code**  
**Exhibit 3. Application**

**Exhibit 4. Growth Management Plan**  
**Exhibit 5. Staff Report**  
**Exhibit 6. Plot Plan**

**Additional exhibits as presented during hearing**

**EASEMENT VACATION REQUIREMENTS**

The following sections of the Unified Development Code are applicable to this application:

1. Section 470.170: Vacation of Streets, Easements or Plats
2. Section 470.170 (A) states:  
“No vacation may take place unless the consent of the persons owning two-thirds of the property immediately adjoining thereto is obtained in writing.”
3. The Unified Development Code authorizes the Development Services Director to determine if it would be advisable to obtain the recommendation of the Planning and Zoning Commission concerning a vacation application prior to the required public hearing before the City Council.
4. The City Council may approve the application if it determines from the evidence that:
  - a. due and legal notice has been given by publication as required herein;
  - b. no private rights will be injured or endangered by the vacation;
  - c. the proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City; and
  - d. the public will suffer no loss or inconvenience thereby and that in justice to the applicant or applicants the application should be granted.

**PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY**

1. The Westbrook at Creekmoor Fifteenth Plat was approved by the City of Raymore on January 18, 2019.
2. The subject property remains an undeveloped lot.
3. City Council voted to unanimously approve the Vacation of Easement at 1109 Hillswick Ln. on December 12, 2022.

## STAFF COMMENTS

1. All of the lots on the east side of Hillswick Ln have a twenty-five foot wide rear yard easement.
2. Evergy has electric utilities located in the front-yard easement area.
3. The City Sanitary Sewer main is located in the front yard easement area.
4. The City water main is located on the west side of Hillswick Ln.
5. Staff notified all utility companies that may have facilities in the easement, and no objections were received.
6. There are not any conflicting utilities located in the rear yard.
7. City Staff has had several requests for Vacation of Easements in the Creekmoor Subdivision. This request is different in that the applicant is seeking to vacate the entire easement.
8. An application for easement vacation has also been filed for Lot 415 in the Westbrook at Creekmoor 15th plat (commonly known as 1113 Hillswick Ln.) west of the subject property, to allow for property lines to be adjusted between both properties. If approved, the applicant, and the adjoining property owner will submit a revised plat showing adjusted property lines and new utility easements.

## STAFF PROPOSED FINDINGS OF FACT

Under Section 470.170 of the Unified Development Code, the City Council is directed concerning its actions in dealing with a request to vacate a portion of a utility easement. Under 470.170 (C) (3) the City Council may approve the application if it determines from the evidence that:

- 1. due and legal notice has been given by publication as required herein;**

Legal notice of the request was published in the North Cass Herald on June 7, 2023.

- 2. no private rights will be injured or endangered by the vacation;**

The proposed vacation will not injure or endanger any private rights.

- 3. the proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City; and**

The proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City.

- 4. the public will suffer no loss or inconvenience thereby and that in justice to the applicant or applicants the application should be granted.**

The public will not suffer any loss or inconvenience by the reduction in the easement.

## **REVIEW OF INFORMATION AND SCHEDULE**

<u>Action</u>	<u>City Council 1<sup>st</sup></u>	<u>City Council 2<sup>nd</sup></u>
Public Hearing	June 26, 2023	July 10, 2023

## **STAFF RECOMMENDATION**

City Staff has reviewed the application and has determined the request to vacate a portion of the southwest corner of the existing 25' Utility Easement located in the rear yard is justified as the adjacent property (1113 Hillswick Ln.) is also seeking an easement vacation that will allow the property lines to be properly adjusted, and new utility easements granted following the adjustment of the property lines. Staff recommends that the City Council approve Case #23025 - Lot 412 Westbrook at Creekmoor 15th Plat - Utility Easement Vacation.



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: June 26, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input checked="" type="checkbox"/> Public Hearing
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3820: Easement Vacation - Lot 415, Westbrook 15th Final Plat

**STRATEGIC PLAN GOAL/STRATEGY**

3.2.4 Provide quality, diverse housing options that meet the needs of our community

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
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**STAFF RECOMMENDATION**

Approval
----------

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:	N/A
Date:	N/A
Action/Vote:	N/A

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Staff Report Plot Plan
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REVIEWED BY:

Jim Feuerborn
---------------

## BACKGROUND / JUSTIFICATION

Bryan Hansen, owner of the property located at 1113 Hillswick Lane (Lot 415, Westbrook 15th Plat), has requested the vacation of an existing 25' rear-yard utility easement located on Lot 415 within the Westbrook at Creekmoor 15th Plat for the purposes of replatting Lots 412 and 415.

The request would allow for a new plat to be submitted with a revised property line and new utility easement.

**BILL 3820**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING AN EXISTING TWENTY-FIVE FOOT REAR-YARD UTILITY EASEMENT LOCATED ON LOT 415 IN THE WESTBROOK AT CREEKMOOR 15TH PLAT FOR THE PURPOSES OF REPLATTING LOT 415, WESTBROOK FIFTEENTH PLAT, RAYMORE, CASS COUNTY, MISSOURI.”**

**WHEREAS**, the City Council held a public hearing regarding the proposed easement vacation on June 26, 2023, after notice of said hearing was published in a newspaper of general circulation in the City at least 15 days prior to said hearing; and,

**WHEREAS**, following all testimony and upon due consideration and deliberation, the City Council has determined that the proposed easement vacation is in the best interest of the City.

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

Section 1. The City Council vacates the existing twenty-five foot (25') rear-yard utility easement located in the southeast corner of the following described property:

Lot 415, Westbrook at Creekmoor 15th Plat, commonly known as 1113 Hillswick Lane, Raymore, Cass County, Missouri

Section 2. The City Council hereby makes the findings of fact and accepts the recommendation of the City Staff.

Section 3. Reversionary Rights. The statutory right of reversion in the owners of the abutting property is hereby confirmed, as is provided by the laws of the State of Missouri, and the Mayor and the Clerk of the City are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in Section 1 of this Ordinance.

Section 4. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 26TH DAY OF JUNE, 2023.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF JULY, 2023, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

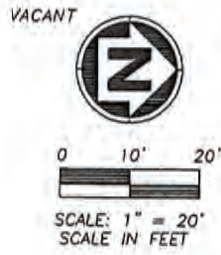
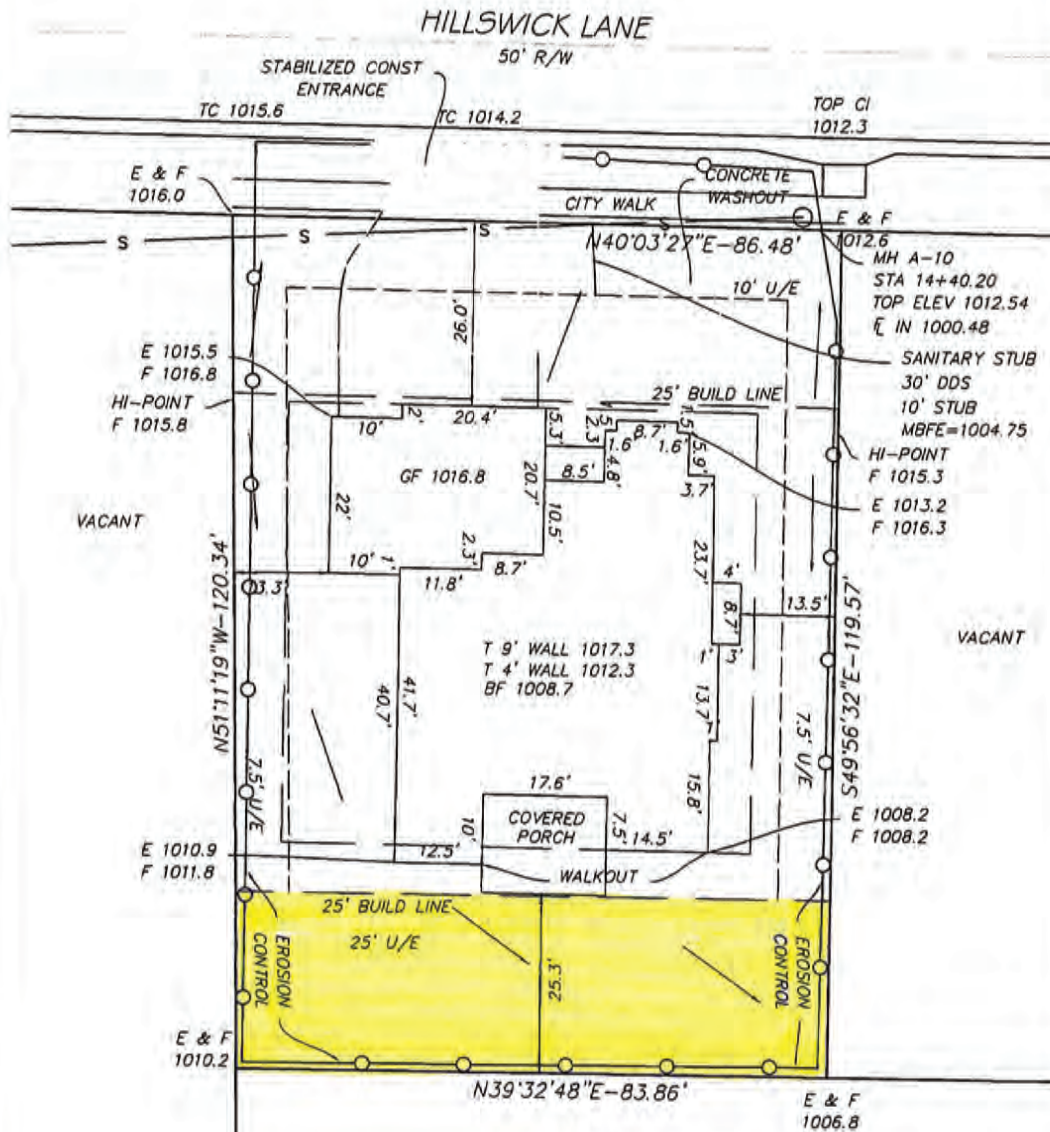
\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



# PLOT PLAN

## LOT 415, WESTBROOK AT CREEKMOOR-FIFTEENTH PLAT 1113 HILLSWICK



THIS PLOT PLAN DOES NOT CONSTITUTE OR REPRESENT A BOUNDARY SURVEY. THIS PLOT PLAN WAS PREPARED FOR BUILDING PERMIT APPLICATION. CONTRACTOR TO CHECK AND VERIFY BUILDING DIMENSIONS, ELEVATIONS, AND PLACEMENT PRIOR TO EXCAVATION. NOT RESPONSIBLE FOR UNPLATTED EASEMENTS.  
 NO TITLE WORK PROVIDED

LOT AREA = 10216 SQ FT  
 HOUSE AREA=2838  
 LOT COVERAGE = 28%

ALLURE HOMES  
 LOT 415, WESTBROOK AT CREEKMOOR-FIFTEENTH PLAT, A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI

**CHRISMAN**  
 LAND SURVEYORS

1708 VOGT ROAD  
 RAYMORE, MO 64083  
 816.365.3187

DATE: 7-28-2020  
 SCALE: 1"=20"  
 PROJECT : 20-056



**To:** City Council  
**From:** City Staff  
**Date:** June 26, 2023  
**Re:** Case #23024 1113 Hillswick Ln. - Utility Easement Vacation

### GENERAL INFORMATION

**Applicant/  
Property Owner:** Bryan and Christina Hansen  
1113 Hillswick Ln.  
Raymore, MO 64083

**Property Location:** 1113 Hillswick Ln.

**2023 Aerial:**





**Site Photograph:**



**View looking east from Hillswick Ln.**



**View looking southwest from Lot 412 (adjacent lot)**

**Requested Action:** To vacate the entirety of the existing twenty-five foot (25') utility easement located in the rear yard of the property.

**Existing Zoning:** "PUD" Planned Unit Development

**Growth Management Plan:** The Future Land Use Plan Map contained in the Growth Management Plan identifies this property as appropriate for Low-Density Residential development.

**Major Street Plan:** The Major Thoroughfare Plan Map contained in the Growth Management Plan classifies Hillswick Ln as a Local Road.

**Legal Description:** Westbrook at Creekmoor, 15th Plat, Lot 415

**Advertisement:** June 7, 2023 **North Cass Herald** newspaper

**Public Hearing:** June 26, 2023 City Council

**Items of Record:** **Exhibit 1. Notice of Publication**  
**Exhibit 2. Unified Development Code**  
**Exhibit 3. Application**  
**Exhibit 4. Growth Management Plan**  
**Exhibit 5. Staff Report**  
**Exhibit 6. Plot Plan**

**Additional exhibits as presented during hearing**

## **EASEMENT VACATION REQUIREMENTS**

The following sections of the Unified Development Code are applicable to this application:

1. Section 470.170: Vacation of Streets, Easements or Plats
2. Section 470.170 (A) states:  
"No vacation may take place unless the consent of the persons owning two-thirds of the property immediately adjoining thereto is obtained in writing."
3. The Unified Development Code authorizes the Development Services Director to determine if it would be advisable to obtain the recommendation of the Planning and Zoning Commission concerning a vacation application prior to the required public hearing before the City Council.

4. The City Council may approve the application if it determines from the evidence that:
  - a. due and legal notice has been given by publication as required herein;
  - b. no private rights will be injured or endangered by the vacation;
  - c. the proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City; and
  - d. the public will suffer no loss or inconvenience thereby and that in justice to the applicant or applicants the application should be granted.

### **PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY**

1. The Westbrook at Creekmoor Fifteenth Plat was approved by the City of Raymore on January 18, 2019.
2. A Certificate of Occupancy was issued for the subject property on April 21, 2021.
3. City Council voted to unanimously approve the Vacation of Easement at 1109 Hillswick Ln. on December 12, 2022.

### **STAFF COMMENTS**

1. All of the lots on the east side of Hillswick Ln have a twenty-five foot wide rear yard easement.
2. Evergy has electric utilities located in the front-yard easement area.
3. The City Sanitary Sewer main is located in the front yard easement area.
4. The City water main is located on the west side of Hillswick Ln.
5. Staff notified all utility companies that may have facilities in the easement, and no objections were received.
6. There are not any conflicting utilities located in the rear yard.
7. City Staff has had several requests for Vacation of Easements in the Creekmoor Subdivision. This request is different in that the applicant is seeking to vacate the entire easement.
8. An application for easement vacation has also been filed for Lot 412 in the Westbrook at Creekmoor 15th plat, southeast of the subject property, to allow for property lines to be adjusted between both properties. If

approved, the applicant, and the adjoining property owner will submit a revised plat showing adjusted property lines and new utility easements.

## **STAFF PROPOSED FINDINGS OF FACT**

Under Section 470.170 of the Unified Development Code, the City Council is directed concerning its actions in dealing with a request to vacate a portion of a utility easement. Under 470.170 (C) (3) the City Council may approve the application if it determines from the evidence that:

- 1. due and legal notice has been given by publication as required herein;**

Legal notice of the request was published in the North Cass Herald on June 7, 2023.

- 2. no private rights will be injured or endangered by the vacation;**

The proposed vacation will not injure or endanger any private rights.

- 3. the proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City; and**

The proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City.

- 4. the public will suffer no loss or inconvenience thereby and that in justice to the applicant or applicants the application should be granted.**

The public will not suffer any loss or inconvenience by the reduction in the easement.

## **REVIEW OF INFORMATION AND SCHEDULE**

<u>Action</u>	<u>City Council 1<sup>st</sup></u>	<u>City Council 2<sup>nd</sup></u>
Public Hearing	June 26, 2023	July 10, 2023

## **STAFF RECOMMENDATION**

City Staff has reviewed the application and has determined the request to vacate the entire existing 25' Utility Easement is justified as the adjacent property (Lot 412) is also seeking an easement vacation that will allow the property lines to be properly adjusted, and new utility easements granted following the adjustment of the property lines. Staff recommends that the City Council approve Case #23024 - 1113 Hillswick Ln. - Utility Easement Vacation.



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: June 26, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

- |   |                                     |                                       |   |
|---|-------------------------------------|---------------------------------------|---|
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Presentation | <input type="checkbox"/> Public Hearing |
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Discussion | <input type="checkbox"/> Other        |   |

**TITLE / ISSUE / REQUEST**

Bill 3821: Grant Park Villas Final Plat

**STRATEGIC PLAN GOAL/STRATEGY**

3.2.4 Provide quality, diverse housing options that meet the needs of our community

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date

Estimated End Date

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission: Planning and Zoning Commission  
Date: June 20, 2023  
Action/Vote: 8-0

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Staff Report  
Development Agreement  
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Justin Zimmerman, representing Zimmerman Properties, LLC, is requesting final plat approval for the proposed Grant Park Villas project, a 3.8 acre tract of land located between 58 Highway and Grant Drive, east of N. Adams Street, and will allow for the development of a 48-unit apartment community.

The Planning and Zoning Commission, at their June 20, 2023 meeting, voted 8-0 to recommend approval of the final plat request.

Additionally, the Planning Commission voted 8-0 to approve the site plan for the Grant Park Villas project.



**BILL 3821**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE GRANT PARK VILLAS FINAL PLAT, A SUBDIVISION OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."**

**WHEREAS**, the Planning and Zoning Commission met and reviewed this request and submits a recommendation of approval on the application to the City Council of the City of Raymore, Missouri; and,

**WHEREAS**, the City Council of the City of Raymore, Missouri, in accordance with the provisions of the Raymore Unified Development Code, has held a meeting to approve the dedication to the public use of any street or ground shown upon the plat; and,

**WHEREAS**, the City Council of the City of Raymore, Missouri, finds and declares that the provisions 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 Raymore in their use of public rights-of-ways.

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

Section 1. The City Council makes its findings of fact as contained in the staff report and accepts the recommendation of the Planning and Zoning Commission.

Section 2. That the subdivision known as Grant Park Villas 1st Final Plat, is hereby approved for the tract of land described below:

A tract of land being a portion of Tract B, Certificate of Survey (CS), City of Raymore, Cass County, Missouri, recorded in Book 27, at Page 41 at the Recorder of Deeds Office in Cass county, Missouri, and being located in the Northwest Quarter of Section 15, Township 46 North, Range 32 West, 5th Principal Meridian, Raymore, Cass county, Missouri, described by Kenneth J. Dedrick, PS-2571 on this 16th day of May, 2023, as follows:

Commencing at a cut plus marking the Southwest corner of said Tract B; thence North 02°32'04" East (this and all following bearings are based on the Missouri state plane system, 1983, West zone) (North 02°30'45" East CS) on the West line of said Tract B, a distance of 23.00 feet to the POINT OF BEGINNING; thence North 02°32'04" East (North 02°30'45" East CS) continuing on said West line, a distance of 337.22 feet; thence North 23°42'06" East (North 23°44'37" East CS) on said West line, a distance of 65.50 feet to a point on the North line of said Tract B; thence South 87°37'27" East (South 87°37'15" East CS) on said North line, a distance of 374.34 feet to the Northeast corner of said Tract B; thence South 02°30'38" West (South 02°30'45" West CS) on the East line of said Tract B, a distance of 421.85 feet to the Southeast corner of said Tract B; thence North 87°32'06" West (North 87°31'28" CS) on the South line of said Tract B, a distance of 98.16 feet to the Southeast corner of a Special Warranty Deed recorded in Book 4492 at Page 50 at said Recorder of Deeds Office; thence North 02°27'54" East on the East line of said Special Warranty Deed, a distance of 2.50 feet to a point on the North line of said Special Warranty Deed; thence North 87°32'06" West 2.50 feet North of and parallel with the South line of said Tract B, a distance of 251.39 feet to a point; thence North 64°39'32" West continuing on said North line, a distance of 52.73 feet to the Point of Beginning.

Contains 165,831 square feet or 3.807 acres, more or less.

Section 3. The Development Agreement between the City of Raymore, Missouri, and Zimmerman Properties, LLC is approved and the City Manager is authorized to execute said agreement on behalf of the City of Raymore, Missouri.

Section 4. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 26TH DAY OF JUNE, 2023.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF JULY, 2023, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



**To:** City Council  
**From:** Planning and Zoning Commission  
**Date:** June 26, 2026  
**Re:** Case #23023 - Lot 1 Grant Park Villas - Final Plat

**GENERAL INFORMATION**

**Applicant/  
Property Owner:** Mandi Paswaters  
Zimmerman Properties, LLC  
1329 E. Lark St.  
Springfield, MO 65804

**Requested Action:** Final Plat Approval, Lot 1 Grant Park Villas

**Property Location:** east of N. Adams St. and south of W. Grant Dr.



**Site Photographs:**



View looking east from N. Adams St.



View looking south from W. Grant Dr.





View looking south from northeast corner of subject property



View looking north from parking lot at Heart and Soul Church



View looking west from N. Franklin St.

- Existing Zoning:** “R-3B” Apartment Community District
- Existing Surrounding Zoning:** **North:** “R-3A” Multi-Family Residential District  
**South:** “C-2” General Commercial District  
**East:** “C-2” General Commercial District  
“PUD” Planned Unit Development  
**West:** “BP” Business Park  
“C-2” General Commercial District
- Existing Surrounding Uses:** **North:** Attached Single Family, The Pointe at Raymore  
**South:** Church and Financial Planning  
**East:** Undeveloped and Single Family  
**West:** Multi-Use Industrial
- Total Tract Size:** 3.807 Acres
- Total Number of Lots:** 1 Lot
- Density – units per Acre:** 12.61

**Growth Management Plan:** The Future Land Use Plan Map contained in the Growth Management Plan identifies this area as appropriate for Commercial development.

**Major Street Plan:** The Major Thoroughfare Plan Map classifies W. Grant Dr. as a local road and N. Adams St as a local road.

**Advertisement:** City Ordinance does not require advertisement for Final Plats.

**Public Hearing:** City Ordinance does not require a public hearing for Final Plats.

## PROPOSAL

*Outline of Requested Action:* The applicant seeks to obtain Final Plat approval for Lot 1 Grant Park Villas.

City Ordinance Requirements: In order for the applicant to accomplish the aforementioned action they must meet the provisions of the Unified Development Code. Chapter 470 of the Unified Development Code outlines the requirements and actions that need to be taken in order to final plat property, specifically, Section 470.130.

## PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The commercial lots surrounding to the southeast of the subject property that were developed as part of the Cumberland Plaza development were approved by the City on August 29, 1994.
2. The Ramblewood subdivision, located to the east of the subject property, was rezoned from an "R-1" Single Family Residential District to a "PUD" Planned Unit Development designation on December 11, 2009.
3. The Pointe at Raymore, the 74-unit townhome subdivision to the north of the subject property, was rezoned from an "R-3B" Apartment Community District designation to an "R-3A" Multiple Family Residential District to allow it to be developed as a townhome community. The rezoning was approved on June 22, 2009.
4. The City Council approved the rezoning of the subject property from "C-2" General Commercial District to "R-3B" Apartment Community District on November 25, 2019.

## ENGINEERING DIVISION COMMENTS

The Engineering Division indicated the proposed final plat complies with the design standards of the City of Raymore and recommends approval of the final plat.

**STAFF COMMENTS**

1. The current and proposed bulk and dimensional standards for the “R-3B” Apartment Community District zoning classification for the property is provided below.

R-3B	
Minimum Lot Area	
per lot	12,000 Square Feet
per dwelling unit	2,00 Square Feet
Minimum Lot Width (ft.)	90
Minimum Lot Depth (ft.)	120
Yards, Minimum (ft.)	
Front	30
rear	30
side	10
Maximum Building Height (feet)	50
Maximum Building Coverage (%)	40%

2. A Type-A screening is required along the north and east property line for the subject property. As part of the approval of the rezoning there was a condition of approval that stated;
  - a. “A Type-A screen shall be maintained along the eastern property line, between the subject property and the Ramblewood subdivision, either through the use of existing vegetation, or the provision of new vegetation.”
3. There are existing four (4’) foot sidewalks on both N. Adams St. and W. Grant Dr.
4. The applicant is requesting Site Plan and Final Plat approval concurrently.

**PLANNING COMMISSION PROPOSED FINDINGS OF FACT**

Section 470.130 of the Unified Development Code states that the Planning and Zoning Commission will recommend approval and the City Council will approve the final plat if it finds the final plat:

1. **Is substantially the same as the approved preliminary plat;**

The subject property is a remnant tract of land that was rezoned from “C-2” General Commercial District to “R-3B” Apartment Community District. When the application



for rezoning occurred the applicant did a metes and bounds survey. This allowed for the applicant to be able to move forward with the Site Plan and Final Plat process.

**2. Complies with all conditions, restrictions and requirements of this Code and of all other applicable ordinances and design standards of the City; and;**

The proposed final plat does comply with all conditions, restrictions and requirements of the Unified Development Code and all other applicable ordinances and design standards for the City.

**3. Complies with any condition that may have been attached to the approval of the preliminary plat.**

The proposed plat does comply with the “R-3B” Apartment Community District bulk and dimensional standards but did not require a preliminary plat or Memorandum of Understanding as it was a remnant tract of land that was left over from the surrounding properties.

## REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1<sup>st</sup></u>	<u>City Council 2<sup>nd</sup></u>
Review	June 20, 2023	June 26, 2023	July 10, 2023

## STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #23023 Lot 1 Grant Park Villas to the City Council with a recommendation for approval.

## PLANNING COMMISSION RECOMMENDATION 6/20/2023

The Planning and Zoning Commission, at their June 20, 2023 meeting, voted 8-0 to accept the staff proposed findings of fact and recommend approval of Case #23023 Lot 1 Grant Park Villas





*Development Agreement*

*For*

*Grant Park Villas*

Legal Description Contained on Page 2

**Between Zimmerman Properties, LLC., Grantor  
and**

**City of Raymore, Grantee  
100 Municipal Circle  
Raymore, MO 64083**

*July 10, 2023*

## DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS **10<sup>th</sup> day of July, 2023** by and between, **Zimmerman Properties, LLC** hereinafter referred to as "Sub-divider" and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, Sub-divider seeks to obtain approval from the City for a subdivision to be known as **Grant Park Villas** which is located in the City of Raymore, Cass County, Missouri, and;

WHEREAS, the Sub-divider, herein defined, agrees to assume all subdivision development obligations of the City as described in this agreement, and;

WHEREAS, the City desires to ensure that the Sub-divider will accomplish certain things in order to protect the public health, safety and welfare.

NOW, THEREFORE, in consideration of the promises and covenants herein set forth, and receipt by the City of fees and costs as stated herein, the parties agree as follows:

### **GEOGRAPHIC LOCATION:**

1. The terms of this agreement apply to the following property and all portions thereof: **Grant Park Villas**

A tract of land being a portion of Tract B, Certificate of Survey (CS), City of Raymore, Cass County, Missouri, recorded in Book 27, at Page 41 at the Recorder of Deeds Office in Cass county, Missouri, and being located in the Northwest Quarter of Section 15, Township 46 North, Range 32 West, 5th Principal Meridian, Raymore, Cass county, Missouri, described by Kenneth J. Dedrick, PS-2571 on this 16th day of May, 2023, as follows:

Commencing at a cut plus marking the Southwest corner of said Tract B; thence North 02°32'04" East (this and all following bearings are based on the Missouri state plane system, 1983, West zone) (North 02°30'45" East CS) on the West line of said Tract B, a distance of 23.00 feet to the POINT OF BEGINNING; thence North 02°32'04" East (North 02°30'45" East CS) continuing on said West line, a distance of 337.22 feet; thence North 23°42'06" East (North 23°44'37" East CS) on said West line, a distance of 65.50 feet to a point on the North line of said Tract B; thence South 87°37'27" East (South 87°37'15" East CS) on said North line, a distance of 374.34 feet to the Northeast corner of said Tract B; thence South 02°30'38" West (South 02°30'45" West CS) on the East line of said Tract B, a distance of 421.85 feet to the Southeast corner of said Tract B; thence North 87°32'06" West (North 87°31'28" CS) on the South line of said Tract B, a distance of 98.16 feet to the Southeast corner of a Special Warranty Deed recorded in Book 4492 at Page 50 at said Recorder of Deeds Office; thence North 02°27'54" East on the East line of said Special Warranty Deed, a distance of 2.50 feet to a point on the North line of said Special Warranty Deed; thence North 87°32'06" West 2.50 feet North of and parallel with the South line of said Tract B, a distance of 251.39 feet to a point; thence North 64°39'32" West continuing on said North line, a distance of 52.73 feet to the Point of Beginning.

Contains 165,831 square feet or 3.807 acres, more or less

## **REQUIRED IMPROVEMENTS:**

1. All work shall be completed in accordance with the approved site plan, approved by the Planning and Zoning Commission on June 20, 2023
2. In accordance with the policies and ordinances of the City, the public improvements described herein shall be constructed and installed on the terms and conditions hereinafter contained. Public improvements within the Subdivision will be installed in accordance with the City of Raymore Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction dated December 2017.
3. The public improvements are to be designed and installed at the Sub-divider's expense by the Sub-divider and are hereinafter referred to as "Improvements".
4. It shall be the obligation of the Sub-divider to furnish to the City plans and specifications for construction of the Improvements. Before any construction is commenced, the City Public Works Director shall approve plans and specifications for the Improvements. Once the City Public Works Director has approved the plans, any changes to the plans must be submitted to the City Public Works Director for approval.
5. The Sub-divider shall submit the appropriate grading/site/erosion control plan including appropriate sidewalk, meter elevations, and manhole elevations to the City Public Works Director for approval for development of the project. Before any construction is commenced within that phase, the City Public Works Director must approve plans for all required Improvements. It shall be the Sub-divider's responsibility to assure compliance with grading plans.
6. The Sub-divider shall provide a copy of all required State and Federal permits to the City Public Works Director prior to issuance of any City permits.
7. The Sub-divider shall provide and pay for all engineering and surveying necessary to design and construct the Improvements. The Sub-divider shall pay for all other engineering and surveying necessary to design and construct other improvements to the property.
8. The Developer, and or their contractor or designee, shall provide the saddle for connection to the public water main. Saddles shall be brass or bronze with a stainless steel strap. All brass/bronze construction shall also be permitted.

## **INSTALLATION AND MAINTENANCE**

1. The Sub-divider shall be responsible for the installation and maintenance of the Improvements for a period of two years after acceptance thereof by the City, in accordance with the City specifications and policies.

2. The Sub-divider agrees to provide the City of Raymore "as-built" plans for all Improvements as indicated on the aforementioned plans. Said plans shall be considered a part of the Improvements, for the purpose of acceptance by the City.

3. Prior to acceptance of the Improvements a waiver of mechanic's lien shall be submitted to the City. The Sub-divider will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, and furnishers of machinery and parts thereof, equipment, tools, and all suppliers, incurred in the furtherance of the performance of the work. The Sub-divider shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

4. The City may issue building permits prior to the Sub-Divider completing work on the installation and acceptance of all public improvements as shown on approved engineering plans of said development. Footings, foundations, slabs and underground work may commence prior to the acceptance of the public improvements, but no vertical construction associated with the building permits shall commence until the City has accepted the public improvements associated with the site.

5. Private improvements, such as storm, curbs, guttering, streets and paving or concrete are subject to the approval of the Development Services Superintendent/Building Official before vertical construction may commence.

6. Said public improvements must be accepted by the Raymore City Council before any Certificate of Occupancy can be issued for any building on the property. Acceptance of the public improvements can be in phases to allow phased installation of the public improvements.

### **FEES, BONDS & INSURANCE**

1. The Sub-divider agrees to pay to the City a 1% Plan Review Fee and 5% Construction Inspection Fee based on the project engineer's estimate or contract development costs of all Improvements as shown on approved engineering plans of said subdivision. The City Public Works Director shall review and determine that the costs, as presented, are reasonable. A list of these fees is provided in Attachment A.

2. The Sub-divider agrees to indemnify the City with a Certificate of Insurance as required in the Unified Development Code of the City of Raymore.

3. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code of the City of Raymore.

4. Prior to acceptance of Improvements within said subdivision, Sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.

5. The Sub-divider agrees to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the approved street light plan. The required street lights shall be installed and shall be operational prior to the acceptance of the Improvements for the subdivision.

6. The Sub-divider agrees to pay to the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens. The cost of these fees is provided in Attachment A.

7. The Sub-divider agrees to pay any **fees in lieu of parkland dedication** that are required in accordance with City Code. The total fee due for **Grant Park Villas** is **\$2,819.15 (Two-Thousand Eight Hundred and Nineteen dollars, and Fifteen cents), and shall be paid prior to the recording of the final plat of Grant Park Villas.**

8. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.

9. The Sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agrees to have installed, at their cost, any traffic control devices determined to be necessary by City Staff (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.

#### **ADDITIONAL REQUIREMENTS**

1. The Sub-Divider agrees to comply with the regulations and policies of the utility companies having facilities within the City limits.

2. The Sub-Divider acknowledges that solid-waste services will not be provided by the City under the City's solid waste and recycling program. Solid waste services shall be contracted separately.

3. The Sub-Divider agrees to install Type-A screening along the north and east property lines abutting the Pointe at Raymore and Ramblewood at Jeter Farms subdivisions.

4. Sidewalks four feet (4') in width exist along Adams Street and Grant Drive and are therefore not required to be installed by the Sub-Divider. The

Sub-Divider agrees that any sidewalk panels that are removed or damaged as part of the site-development, with the exception of those removed for the installation of drive-ways, shall be repaired at the expense of the Sub-Divider.

### **GENERAL PROVISIONS**

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Sub-divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants herein shall run with the land described in this agreement and shall be binding and ensure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers.
3. This agreement shall constitute the entire agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by Sub-divider, the City may withhold approval of any or all building permits applied for in the subdivision, until breach or breaches has or have been cured.
5. This agreement shall be recorded by the Sub-divider and its covenants shall run with the land and shall bind the parties, their assigns and successors in interest and title.
6. Any provision of this agreement which is not enforceable according to law will be severed herefrom and the remaining provisions shall be enforced to the fullest extent permitted by law.
7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.
8. The Sub-divider hereby warrants and represents to the City as inducement to the City's entering into this Agreement, that the Sub-divider's interest in the Subdivision is as a fee owner.
9. Whenever in this agreement it shall be required or permitted that Notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.



If to the City, at:

If to the Sub-divider, at:

City Manager  
100 Municipal Circle  
Raymore, MO 64083

Justin Zimmerman  
1329 E Lark Street  
Springfield, MO 65804

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Grant Park Villas**; and that failure for any reason to record the plat does not obligate the City to re-approve the plat no matter what improvements may have been completed in furtherance of the current plat known as **Grant Park Villas**.

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

\_\_\_\_\_  
Jim Feuerborn, City Manager

Attest:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Sub-divider – Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Sub-divider – Signature

\_\_\_\_\_  
Printed Name

Subscribed and sworn to me on this  
the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
in the County of \_\_\_\_\_,  
State of \_\_\_\_\_.

Stamp:

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## Attachment A

DRAFT

<b>ATTACHMENT A - DEVELOPMENT FEE SCHEDULE</b>			
FEE CALCULATION FOR <b>[Grant Park Villas]</b>			
Total Cost for New Public Improvements		\$ -	
		Need Eng estimate	
<p>All fees and deposits shall be paid prior to recording the final plat. The land disturbance permit fee and erosion control financial security deposit shall be paid prior to commencement of any land disturbance activity (site grading), or if no land disturbance activity started prior to recording of final plat, paid at time of recording final plat.</p>			
1	<p><b>Land Disturbance Permit Fee. [455.010B]</b>  01-00-4170-0000  If fee paid prior to recording of plat, receipt # _____  *must be paid prior to issuance of a land disturbance permit</p>	\$ 500.00	
2	<p><b>Erosion Control Financial Security Deposit:</b>  Developer shall provide financial security for erosion control in the amount of \$1,000 per acre. The first \$5,000 of the financial security must be by cash deposit to the City.  [455.010F]  60-00-2811-0000  If deposit paid prior to recording of plat, receipt# #  *must be paid prior to issuance of a land disturbance permit</p>	\$ 3,807.00	
2a	<p><b>Additional Erosion Control Financial Security:</b>  (The remaining deposit above the first \$5,000 due can be paid in cash) [455.010F]:  (3.807 ac. total disturbed)  If deposit paid prior to recording of plat, receipt#    If letter of credit submitted:  financial institution: _____  renewal date of letter of credit: _____  *must be paid prior to issuance of a land disturbance permit</p>	\$ -	
3	<p><b>Infrastructure Construction Plan Review Fee:</b>  An amount equal to one percent (1%) of the estimated public improvement costs performed by the developer. [445.020H1]    01-00-4182-0000  *must be paid prior to issuance of a construction permit</p>	\$ -	Waiting on engineer's estimate
4	<p><b>Infrastructure Construction Inspection Fee:</b>  An amount equal to five percent (5%) of the estimated public improvement costs performed by the developer. [445.020H2]  01-00-4165-0000  *must be paid prior to issuance of a construction permit</p>	\$ -	Waiting on engineer's estimate
5	<p><b>Emergency Outdoor Warning Siren Fee:</b>  \$9.00 per acre (3.807 acres)  [Schedule of Fees and Charges]  01-00-4185-0000    *must be paid prior to recording of the final plat</p>	\$ 34.26	
6	<p><b>Parkland Dedication Fee in Lieu</b>  27-00-4705-0000    *must be paid prior to recording of the final plat</p>	\$ 2,819.15	
<b>TOTAL FEES TO BE PAID PRIOR TO RECORDING PLAT [5] [6]</b>		\$ 2,853.41	
<b>TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT [1] [2] [2a]</b>		\$ 4,307.00	
<b>TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS [3] [4]</b>		\$ -	







**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: June 26, 2023

SUBMITTED BY: Ryan Murdock

DEPARTMENT: Administration

- |   |                                     |                                       |   |
|---|-------------------------------------|---------------------------------------|---|
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Presentation | <input type="checkbox"/> Public Hearing |
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Discussion | <input type="checkbox"/> Other        |   |

**TITLE / ISSUE / REQUEST**

Bill 3826: Constable Sanitation Contract with Optional Renewals

**STRATEGIC PLAN GOAL/STRATEGY**

1.2.1 Create a physical environment that inspires a sense of pride

**FINANCIAL IMPACT**

Award To: Constable Sanitation  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date  
07/11/2023

Estimated End Date  
07/10/2026

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:  
Date:  
Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Amended Multi-Year Contract

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Constable Sanitation's original multi-year contract expires in July 2023. Throughout the course of this initial three year agreement, Constable has provided reliable, responsive, and cost-effective service to the citizens of Raymore. This contract will allow Constable to continue to provide services for three years with options to renew the contract twice for a total contract length of five years. As with the previous contract, Constable's rates will be based on the Consumer Price Index's (CPI) yearly increase. The CPI is calculated in May and any rate adjustments are brought to the City Council in June.



**BILL 3826**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED AGREEMENT WITH CONSTABLE SANITATION TO PROVIDE WASTE DISPOSAL SERVICES FOR THE CITY OF RAYMORE, MISSOURI."**

**WHEREAS**, the City Council finds that the provision of solid waste disposal services to residents of the City of Raymore is prudent, necessary and in the best interest of public health, safety, and welfare; and,

**WHEREAS**, to provide quality solid waste disposal service for residents at an economically competitive rate, the City issued a Request for Proposals in 2019 identified as RFP 19-006; and,

**WHEREAS**, Constable Sanitation, an entity organized and existing under the laws of the State of Missouri, submitted a complete proposal under RFP 19-006, which was determined would provide the desired quality and economically competitive rates for the solid waste services sought; and,

**WHEREAS**, Constable Sanitation was determined in 2019 to be the lowest, best responsive bidder for the requested solid waste services under RFP 19-006; and,

**WHEREAS**, Constable Sanitation has provided the City of Raymore with exceptional solid waste disposal services under the contract since July 15, 2019; and,

**WHEREAS**, City staff have negotiated the terms of adjustments in the costs for Constable Sanitation to continue providing solid waste services and to extending such solid waste services under an Amended Contract for an additional three (3) years, with two (2) automatic extensions of one (1) year each for a total of five (5) years.

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

Section 1. The Mayor is authorized to approve this Ordinance and the City Manager is directed to enter into an Amended Contract with Constable Sanitation for the provision of solid waste disposal services to the City of Raymore and its citizens for an additional three (3) years, with two (2) automatic extensions of one (1) year each for a total of five (5) years.

Section 2. The City Manager and the City Clerk are authorized to execute the Amended Contract attached as Exhibit "A" on behalf of the City of Raymore.

Section 3. The City Manager is authorized to approve payments, charges, and billing services for the solid waste disposal services provided to the City of Raymore and its citizens.

Section 4. The City Manager is directed to work and coordinate with representatives of Constable Sanitation in continuing to provide the exceptional solid waste disposal services to the City of Raymore and its citizens under the Amended Contract.

Section 5. Effective date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 26TH DAY OF JUNE, 2023.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF JULY, 2023, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Baker  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



## **AMENDED CONTRACT FOR RESIDENTIAL WASTE COLLECTION**

This Amended Contract for Waste Collection Services, hereafter referred to as the **Contract**, is made this 15th day of July, 2023, between Constable Sanitation, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 2050 SE Hamblen Rd., Lee's Summit, Missouri 64063, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of July 15th, 2023 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

### **ARTICLE I THE WORK**

Contractor agrees to perform all work and provide all materials as specified in Request for Proposals RFP 19-006, the work as described in Appendix A of this contract, and the General Terms and Conditions in Appendix C, commonly referred to as General Terms and Conditions and according to the Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and to perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFP 19-006, including insurance and termination clauses as needed or required. The work as specified in Appendix A may commence upon scheduling and approval of the City.

The awarded Contractor shall agree to offer the prices and the terms and conditions offered herein to the City of Raymore, Missouri.

### **ARTICLE II TIME OF COMMENCEMENT AND COMPLETION**

This contract is effective as of July 15, 2023 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments. The City desires to enter into a contract for three (3) years with two (2)

automatic extensions of one (1) year each for a total of five (5) years. The work as specified under this contract would begin July 16, 2023, and continue through July 16, 2026, unless canceled by the City according to the provisions in Article VII of this agreement.

### ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents.

The City agrees to pay the Contractor as outlined below and subject to deductions provided for in Articles IV and VI.

### ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows:

The City will monthly provide a list of addresses where services are to be performed. The Contractor will bill the City monthly based on the service list as provided by the City.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. The City will be the sole judge as to the sufficiency of the work performed by Contractor.

The City shall pay the Contractor within 30 days of receipt of invoice.

After the initial contract year, increases in charges imposed by the Contractor for the next year shall be controlled by the Consumer Price Index calculated according to the provisions of Appendix B. The City shall be notified by April 1st each year of any increases that may occur pursuant to the Consumer Price Index. If not notified of any proposed change in price, along with the calculations produced by the Consumer Price Index, by said date the price will remain unchanged for the next year.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix C.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing to the Missouri Department of Labor and Industrial Relations when making payments to Contractor under this Contract.

### ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix C to the Contract.

## ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tools, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created by the Contractor within the City.

Contractor will promptly (and within 7 days of receiving notice thereof) repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired (within 7 days of receiving notice thereof), the City will authorize the hiring of another Contractor or vendor with the necessary and applicable qualifications, to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor or vendor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

## ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Manager, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of, or delay in performance of this agreement. The City and the Contractor shall agree upon any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement. In the event Contractor is unable to perform, the Contractor shall notify the City accordingly and shall cooperate with the City to establish alternative collection and disposal efforts, including but not limited to subcontractors or temporary assignment of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such a type and in such condition so as not to cause any damage to City property or the community at large. All equipment used within the jurisdictional boundaries of the City will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for their employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the Contractor. Contractor shall not assign its responsibilities to any subcontractor without the prior written agreement of the City which may be granted at the sole discretion of the City.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable Department of Transportation, federal, state, county, and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

#### ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default(s) under the terms of this contract. Such notification may be made in writing, and delivered via certified mail, facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s), the City shall have the right to immediately cancel and/or terminate this agreement by giving the Contractor ninety (90) days written notice, and delivered via certified mail, facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s) and the default(s) are of such that they endanger the health, safety and/or welfare of the residents of Raymore, City may terminate this contract immediately and retain the services of an alternative contractor to perform the solid waste disposal services contemplated under this contract for up to ninety (90) days, for which Contractor may be held liable for such costs, In the event this agreement is terminated with cause, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications.

Without Cause – The City may cancel or terminate this agreement at any time without cause by providing ninety (90) days written notice, by certified mail, facsimile or email to the Contractor. In the event that this agreement is terminated without cause, the City shall pay for all work completed through the effective date of cancellation.

Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding requirements of this agreement and orders issued prior to the effective date of cancellation.

Waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of same to be performed by the Contractor of the term, covenant or condition, the city shall be entitled to invoke any remedy available to it under the Contract or by law despite any such forbearance or indulgence.

No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as an acceptance of deficient or unsatisfactory services.

#### ARTICLE IX DEFAULT AND REMEDIES

In case of a dispute, the Contractor and the City may each agree to appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties. The arbitrator may allocate damages, costs, and reasonable attorneys fees between the parties.

A. If Contractor shall be in material default or breach of any material provision of this agreement, City may terminate this agreement pursuant to Article VIII, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor ninety (90) days written notice and opportunity to cure such default or breach.

B. If City shall be in material default or breach of any material provision of this Contract, the Contractor may terminate this contract or suspend Contractor's performance after giving City ninety(90) days written notice and opportunity to cure such default or breach.

#### ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with the bid specifications.

Contractor shall comply with the "Customer Service Standards" as established by Appendix A item 16 of this agreement. Following correction, Contractor shall immediately inform the City representative of corrective action.

ARTICLE XI  
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- \* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XII  
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise.

The parties have executed this agreement at The City of Raymore the day and year first above written.

[Remainder of page intentionally left blank.]



**IN WITNESS WHEREOF**, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

**THE CITY OF RAYMORE, MISSOURI**

By: \_\_\_\_\_  
Jim Feuerborn, City Manager

Attest: \_\_\_\_\_  
Erica Hill, City Clerk

(SEAL)

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

**APPENDIX A**  
**SCOPE OF SERVICES AND SPECIAL PROVISIONS**

**Residential Waste Collection**

CITY OF RAYMORE, MISSOURI

The solid waste collections service shall conform to all City of Raymore ordinances regarding solid waste, yard waste, and recyclables and the following specifications or better.

1. **Residential Dwelling Unit** – is defined as any single home, two family unit, four family unit, six family unit, all condominiums/townhomes up to six units per building, and all apartment complexes up to six units per building serviced with individual containers.
2. **Excluded Residential Dwelling Units** - Any residential dwelling unit within a community that has private streets, private street lights, total maintenance provided including street maintenance, cleaning, snow removal, yard maintenance, home exterior maintenance including painting and roof replacement, and sidewalk snow removal shall be excluded from this contract. At this time the City has identified the following communities/subdivisions which shall be considered Excluded Residential Dwelling Units. These communities are listed as follows:

Morningview subdivision  
Foxwood Springs  
Greenway Villas  
Walnut Estates

An exact list of those addresses within these communities/subdivisions which shall be excluded will be agreed upon by the City and the Contractor prior to the beginning of services as outlined in this contract. This list may be expanded by ten (10) days written notice provided to Contractor by the City.

3. **Curb Collection** – The Contractor shall provide:
  - a. Solid waste and yard waste, collection and disposal service to all residential dwellings (including condominiums) within the corporate limits of the City, except as to the Excluded Residential Dwelling Units. There shall be once-a-week, year-round collection of solid waste and yard waste from the curb of the premises. On collection days all refuse containers shall be placed at a designated collection point. City shall work with Contractor to provide information and educational materials through City wide mailings and postings on social media as to the proper placement of refuse containers and acceptable forms of containers for solid waste and yard waste. The Contractor will not be required to collect refuse from the inside of the buildings. As listed above, the City has four (4) communities that shall be excluded from these services and shall not have charges assessed against the units within them. Contractor will have no responsibility for pickup within them.
  - b. Year-round single-stream commingled recyclable collection and disposal at a qualified recycling center on a subscription basis to any resident who has signed up for the service. On collection days all recycling containers

shall be placed at a designated collection point. City shall work with Contractor to provide information and educational materials through City wide mailings and postings on social media as to the proper placement of recycling containings. The Contractor will not be required to collect recycling from the inside of the buildings.

4. **House line Service to Hardship Customers** - Hardship Customers shall be defined as medically disabled or elderly residential customers as approved by the City. A list of Hardship Customers shall be provided by the City to the Contractor and updated at least monthly with notice to the Contractor as provided herein:
  - a. The Contractor shall collect once weekly from each Hardship Customer the solid waste and yard waste placed in front of the Hardship Customer's residence, anywhere between the residence and the street.
  - b. If a Hardship Customer has subscribed to the additional recycling service, the Contractor shall collect once weekly from each Hardship Customer the recycling placed in front of the Hardship Customer's residence, anywhere between the residence and the street.
  - c. Carts and containers of Hardship Customers shall be returned to the original point of placement in front of the Hardship Customer's residence by Contractor.
5. **Collection Vehicles** – Contractor and - if used - subcontractors shall furnish the necessary vehicles for the collection of solid waste, yard waste, and recyclables in non-leakable vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded.
6. **GPS Service Availability** - Contractor shall utilize GPS technology to monitor truck location and vehicle stops on collection routes. Contractor shall supply the City with online access to the GPS service for monitoring.
7. **Definitions** – Whenever the terms "solid waste," "yard waste," or "recyclables" is used in these specifications, it shall be construed as follows:

Solid Waste: All semi-solid and solid waste derived from and used during the procurement, storage, processing, cooking and consumption of food materials of animals, vegetable or synthetic origin which are intended for and are used by residents, for the refreshment or sustenance of human beings or animals. For those declining recycling services, items listed as recycling below may also be considered solid waste. Solid waste shall not include household hazardous waste such as wet paint, pesticides, strong cleaning agents, tires, auto batteries, and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits, parts of trees, bushes and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size, dimension, and shape require more than one able-bodied person for removal.

Potential Recyclables means the following –

**Containers:**

- Aluminum and metal food cans
- Aluminum trays and foil
- Aseptic packaging and gable top containers (milk and juice cartons)
- Steel cans and tins

**Plastics:**

- PET soda, milk, water, and flavored beverage bottles (#1 clear and green plastic resin)
- HDPE detergent and fabric softener containers (#2 colored plastic resin)
- PVC narrow neck containers only (#3 plastic resin); examples include health and beauty aid products, household cleaners
- LDPE grocery containers (#4 plastic resin); examples include margarine tubs, frozen dessert cups, six and twelve pack rings)
- PP grocery containers (#5 plastic resin); examples include yogurt cups, narrow neck syrup and ketchup bottles
- #7 plastic resin grocery – narrow neck containers only

**Paper:**

- Newspaper, including inserts (remove plastic sleeve)
- Magazines, catalogues and telephone books
- Kraft (brown paper) bags
- Office, computer, notebook and gift wrap paper
- Chipboard (cereal, cake and food mix boxes, gift boxes, etc.)
- Carrier stock (soda and beer can carrying cases)
- Junk mail and envelopes
- Paperback books (does not include hardcover books)
- Cardboard (no waxed cardboard)
- Telephone Books

Yard waste: Yard waste includes grass clippings, leaves, vines, hedges and shrub trimmings, tree trimmings, and tree limbs. Residents may bundle limbs with twine or rope (bundle dimensions must not exceed 3-feet in length and 18-inches in diameter.) Yard waste does not include dirt or rocks.

Large Household Items: Contractor will provide collection and disposal of one Large Household Item per residential unit per month free of charge on the residents first pickup day of the month. Residents are not required to contact the Contractor in advance of the pick-up day to notify the Contractor of the Large Household Item pick-up. Any additional Large Household Items placed at the curb will be subject to an additional fee as outlined in the schedule attached under this Scope of Services and will be billed directly to the resident by the Contractor. Large household items mean those items other than normal household trash including, but not limited to: appliances, furniture, and any other items which cannot be safely and conveniently loaded into a solid waste transportation vehicle. Specifically excluded are concrete and bricks, vehicle parts, tires, abandoned cars and car parts, whole trees, and construction materials.

8. **Special Pick-Ups** – shall be defined as large household items as defined above and any other items that cannot be disposed of at landfills, **not including hazardous waste**. Property owner must schedule the pick-up with the Contractor with at least

48-hours notice, prior to pick-up. Contractor shall provide a contact name, phone number and email address. This information will be placed on the City website for residents to contact regarding said pick ups. Each pick-up of this type will be billed to the resident directly by the Contractor. Construction materials generated by building contractors or residents are not a part of this pick-up. Building contractors or residents would be expected to secure roll-off service independent of this contract for pick-up of construction materials.

9. **Christmas Tree Disposal** – The Contractor will be required to pick up Christmas trees at the curb during the month of January on the resident’s regular yard waste collection day.
10. **Holiday Schedule** – The Contractors recognized holidays shall include New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Holidays move all days back one day for the remainder of the week, Friday pickup of Silver Lake will be on Saturday and missed pickups will be on Sunday.
11. **Collection Routes** – The Contractor shall establish routes for the collection of solid waste, yard waste, and recyclables. The Contractor’s collection schedule and collection routes shall be filed with the City Manager, or their designee as provided in writing.
12. **Collection Times** – No collection shall be made before 7:00 a.m. or after 7:00 p.m., except by express authorization of the designee of the City. No regular collections shall be made from any type of premises on weekends. Saturdays and Sundays may be permitted for special pickup events, missed pickups from the regular pickup day, and as makeup for holiday schedules.
13. **Residential Containers**
  - a. The City will provide all residential units with one 95-gallon solid waste container (or an alternative 65-gallon container if requested). All solid waste will be required to fit in the container for collection and disposal with the following exception. Residents may place up to 10 bags at the curb. The contractor understands that only 6 bags can fit into a 95 gallon cart and therefore residents may place up to 4 bags independent of a cart at the curb. Residents may purchase additional City-supplied containers for solid waste disposal and the Contractor will be required to collect and dispose of solid waste in those additional containers at no additional tipping charge.
  - b. If a resident participates in the single-stream commingled recycling program, all recyclable shall be stored in a 65-gallon container supplied by the City. Residents may purchase additional City-supplied containers for recycling and the Contractor will be required to collect and dispose of recyclables in those additional containers at no additional tipping charge. Unlike solid waste in ‘13(a)’, all recycling must be placed in a container.
  - c. Yard waste shall be stored in biodegradable paper bags supplied by the resident or bundled with twine or rope. Unlimited yard waste pickup will be provided by the contractor.
14. **Cleanliness** – In the collection of solid waste, yard waste, and recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be

placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. Contractor will not be allowed to transfer solid waste, recyclables, or yard waste from truck to truck in residential areas except where small pickup trucks are utilized in certain areas of the City and need to dispose their loads into a larger vehicle. Any locations within the City where Contractor intends to transfer solid waste, recyclables or yard waste from small pickup trucks to larger vehicles must be pre-approved by the City, in writing. In addition, the Contractor will not be allowed to store containers of any kind in common areas or in the City right-of-way. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of receipt to the satisfaction of the City.

15. **Contractor Report Daily** – The Contractor shall designate a supervisor for collection crews working within the City to assure the duties of such crews are completed per the contract between the City and the Contractor. On days of collection, at least once daily in the a.m. and a second time in the p.m., a responsible representative of the Contractor shall make a written report to the City designee to receive any complaints regarding said collection service. In addition, the supervisor must be accessible via a cell phone between the hours of 7:00 a.m. and 7:00 p.m. on days when collections are made in the City. The cellphone number shall be available to the City designee of the City for direct contact but not for use by the general public.
16. **Customer Service Standards** – All complaints received by the Contractor or the City before noon shall be resolved by 7:00 p.m. on the day the complaint was received by Contractor. All complaints received by Contractor after noon shall be resolved by noon the following day. If a pickup is missed and confirmed between the City and Contractor fails to resolve the complaint within the timeframes allowed, a penalty of \$150.00, for each unit missed, will be assessed and deducted from the Contractor's billing. The Contractor shall maintain a daily log of all complaints received and the time that the complaint was resolved. The Contractor shall provide a monthly report to the City, which will include copies of the daily reports of complaints and resolutions for the prior month.
  - a. The City will be the sole judge as to the sufficiency of the work performed by Contractor.
  - b. In the event of an emergency or failure by the Contractor to be able to adequately perform residential waste collection services, the Contractor shall immediately contact the City designee of the City. If a live voice-to-voice conversation is not possible, the Contractor shall contact the Police Department for the City. The Contractor shall follow the instructions of the City to ensure the public health, safety and welfare of the City.
17. **Customer Service Center** – The Contractor will operate and maintain a Customer Service Center with the following minimum standards; 1) open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, during such time, all calls must be answered by Customer Service Representatives; 2) during all other times, calls to the Customer Service Center will be received by an answering service or machine; 3) Those calls received by an answering service or machine must be returned before the close of business the same day or by noon the following day if received after 5 p.m. - including calls received Friday evening/night and Saturday; 4) the Contractor shall implement procedures approved by the City whereby complaints can be received via

e-mail and website. Written confirmation of receipt or resolution will be provided to the resident by the close of business the same day or by noon the following day if received after 5 p.m. including Friday evening/night and Saturday.

18. **Insurance** – The Contractor shall provide a certificate of insurance which shall indemnify and hold harmless the City from any liability, claim, damage or cause of action which may be sustained by or asserted against the City, directly or indirectly, or in any manner arising out of the performance or failure or performance on the part of the Contractor, and shall cover each vehicle used in the work covered by this agreement. The General Terms and Conditions section in Appendix C of this contract outline the specifics of the coverage to be provided. The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried in a firm or corporation satisfactory by the City and duly licensed or permitted to carry on such business in the State of Missouri and the City. Such insurance policy or policies shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended, or terminated without sixty (60) days prior written notice having been given the City. All certificates of insurance shall specifically list the City as an additional insured with respect to the policies related to the specifications and this contract.
19. **Laws** – The Contractor will be required to obtain all licenses and permits and comply with all ordinances provided in the City of Raymore Code of Ordinances. The Contractor shall at all times comply with all ordinances and regulations of Cass County, and any rules and regulations issued by the State of Missouri.
20. **Volume Report** – Prior to the fifteenth of each month, the Contractor shall complete the trash/recycling/yard waste monthly volume report for the prior month. No payment shall be sent to the Contractor where the City pays the bill unless the volume report is current and submitted in the format used on the attached Proposal Form G.
21. **Administration and Billing** - Pricing should assume that the City will be responsible for the billing component to the residents of the City. The Contractor will send a single monthly bill to the City and be paid within 30 days of the receipt of such bill. Base charge billing will be handled by City staff. Special pickups priced separately from the base pricing will be billed by the Contractor directly to the residential customer. The City will grant the successful bidder the exclusive franchise for a period of three years to provide these services to the City residents.

## **REQUIRED SERVICES TO BE PROVIDED**

The Contractor shall have the responsibility to collect, haul and dispose of all household trash, recyclable and yard waste between 7:00 a.m. and 7:00 p.m. These items will be collected in properly identified trucks. ("Properly identified trucks" means the name, address, and phone number of the Contractor and designation of the type of material being collected must be displayed on the truck.) All these services, vehicles, equipment, and collected materials, as described below, are to comply with Missouri Solid Waste Law and local City and County regulations.

- a) Solid waste is to be picked up once a week in City-supplied containers or up to four bags placed at the curb line from residential dwelling units (as defined on page 15).
- b) Recyclables as listed in the schedule in '7' of this section are to be picked up once a



week in City-supplied containers from the curb line of residents who have subscribed for recycling services.

- c) Yard waste is to be picked up once a week in biodegradable paper bags. Limbs can be bundled and placed at the curb for pick-up. Limbs/bushes will be securely bundled in less than 18 inches diameter. Maximum length is to be less than 36 inches and not more than forty (40) pounds in weight. Christmas tree pickup available in January each year. Christmas trees should be cut in half if the length is more than 8 feet. All tinsel, lights and ornaments must be removed from Christmas trees.
- d) A single large household item is to be collected at the curb line of the residential dwelling once a month on the residents first pickup day of the month. Additional Large Household Items can be collected on an on-call basis. The resident will need to call or email the Contractor with his/her address so the Contractor can schedule a pick-up 48- hours in advance. Charges for the service will be billed directly to the resident by the Contractor.

## **PRICING**

Monthly charge for curbside pickup of solid waste and yard waste:  
\$15.14 per residential dwelling unit

Monthly charge for curbside pickup of single-stream commingled recycling and delivery to a pre-approved recycling center or facility as submitted to the City by the contractor:  
\$5.59 per residential dwelling unit

Charge to residential customer for each Special Pick-Up as defined in Section '8' of this contract:

See schedule "Special Pickup Pricing" attached within the submittal by Constable Sanitation.

## **OTHER ELEMENTS**

All elements as outlined in the submittal by Constable Sanitation attached are hereby incorporated as part of this contract and its obligations.



**APPENDIX B  
CONSUMER PRICE INDEX**

The Contractor will use the "Consumer Price Index" for Garbage and Trash Collection Series ID CUUR0000SEHG02 12-month average to calculate the proposed renewal rate for solid waste and yard waste collection and disposal.

The Contractor will separately use the same index to calculate the proposed renewal rate for the subscription single-stream commingled recycling services.

## APPENDIX C GENERAL TERMS AND CONDITIONS

### A. Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the City designee or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by any other person. The City designee will designate authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

### B. Contract Period

Award of this contract is anticipated prior to July, 2023. The City desires to enter into a contract for three (3) years with two (2) automatic extensions of one (1) year each for a total of five (5) years. The awarded Contractor shall agree to offer the prices and the terms and conditions offered herein to the City.

### C. Insurance

The Bidder/Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten (10) calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforced or that coverage purchased for three (3) years after contract completion date.

**General Liability:** Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability forms including Product/Completed Operations.

Minimum Limits

General Liability:

\$1,000,000 Each Occurrence Limit  
\$ 100,000 Damage to Rented Premises  
\$ 5,000 Medical Expense Limit  
\$1,000,000 Personal and Advertising Injury  
\$2,000,000 General Aggregate Limit  
\$1,000,000 Products & Completed Operations  
\$ 50,000 Fire Damage Limit

#### **Excess/Umbrella Liability**

\$5,000,000 Each Occurrence  
\$5,000,000 Aggregate

**Automobile Liability:** Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit  
\$1,000,000 Each Occurrence Limit  
\$5,000 Medical Expense Limit

**Workers' Compensation:** Limit as required by the Workers' Compensation Act of

Missouri, Employers Liability:  
\$1,000,000 from a single carrier.

**D. Hold Harmless Clause**

The Bidder/Contractor shall, during the term of the agreement including any warranty period, indemnify, defend, and hold harmless the City, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

**E. Exemption from Taxes**

The City is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

**F. Employment Discrimination by Contractors Prohibited/Wages/ Information**

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disabilities, or sexual orientation except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

**G. Invoicing**

The Contractor shall submit invoices to the City, in duplicate, for services outlined above in Appendix A on a monthly basis.

**H. Notice**

Except as may be otherwise specifically required herein, all notices to be given according to this agreement shall be in writing and may be given, served or made by delivery in person to the addressee, or by facsimile or email, or by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested, or by hand-delivery provided by a bonded and insured courier operating in the Kansas City Metropolitan Area. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this agreement from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to City:

City of Raymore, Missouri  
Attn: Jim Feuerborn, City Manager  
100 Municipal Circle  
Raymore, MO 64083

If to Contractor:

Constable Sanitation, Inc.  
Attn: George Constable, President  
2050 SE Hamblen Road  
Lee's Summit, MO 64063

**I. Educational Materials**

Contractor shall assist and cooperate with City in the delivery of any educational or information materials regarding the costs, charges, provision of services, scheduling of pickups for regular, bulk, recyclable, or yard waste and any other services provided by Contractor under the terms of this contract. City may utilize postings on social media, mass mailing via U.S. Postal Service, inclusion of materials in the monthly billing statements to customers, door hangers or posting on the City web-site to complete the delivery of educational or information materials and may utilize any one or more of the foregoing options at its sole discretion.

**J. Severability**

In the event that any provision of this contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

**K. Applicable Laws**

This contract shall be governed in all respects by federal law and the laws of the State of Missouri. All work performed shall be in compliance with all applicable City codes.

**L. Drug/Crime Free Workplace**

Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on City property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City in addition to any criminal penalties that may result from such conduct.

**M. Escalation of Fees**

After the initial contract year, the Consumer Price Index (series may be used to determine any increases that would occur for the following years. The City shall be

notified by April 1 each year of any increases that may occur and shall be provided with the completed Consumer Price Index calculations as shown on the example in Appendix B. If not notified by said date the price would hold for the next year.

**N. Permits**

Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this RFP. Included in these permits will be the "Occupational License and/or Business License" required of all contractors doing business within the City limits. This permit can be obtained from the office of the City Clerk located at: 100 Municipal Circle, Raymore, Missouri.

**O. Rejection of Bids**

The City reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. The City further reserves the right to negotiate with any and all bidders or others for more favorable terms or prices including alternates to the bond, and to award the contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest best and most responsive bid, and to select the bid deemed most advantageous to the City.

**P. Release of Information**

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

**Q. Bid Bond**

A bid bond or certified check from a surety or bank, acceptable to the Purchasing Specialist of Raymore, in the amount of \$5,000.00 must accompany each proposal. An unacceptable bid security may be cause for rejection of the proposal by the City of Raymore. No bidder may withdraw his bid for a period of sixty (60) days after the date of opening of bids.

**R. Performance Bond**

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of \$200,000, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents for a period of sixty (60) days, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Missouri. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

**S. Payment Bond**

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of \$200,000,

conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents for a period of sixty (60) days. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Missouri. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

**T. Affidavit of Work Authorization and Documentation:**

Pursuant to Section 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION, and
- \* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: June 26, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3822: Missouri Highways & Transportation Commission Cost Share Agreement

**STRATEGIC PLAN GOAL/STRATEGY**

2.2.2 Create and maintain a well-connected transportation network

**FINANCIAL IMPACT**

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:	N/A
Date:	N/A
Action/Vote:	N/A

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Cost Share Agreement

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

On January 4, 2023, the Missouri Highways and Transportation Commission awarded the City of Raymore \$4,094,666 under the Governor's Transportation Cost Share Program to assist in the extension of Dean Avenue south to 195th Street, modifications to 195th Street, and the installation of a traffic signal at Dean Avenue and North Cass Parkway.

The grant provides funding to the City for the components of the project in the amount equal to fifty-percent (50%) of the costs below:

- Dean Avenue Extension: \$5,503,866
- Dean Avenue and North Cass signal: \$897,361.68
- 195th Improvements: \$1,788,104.40

The City will be responsible for the work related to the Dean and North Cass signal, and will partner with VanTrust Real Estate (VTRE Development, LLC) to complete the Dean Avenue Extension and 195th Street Improvements, which shall be covered under a separate agreement.



**BILL 3822**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A COST-SHARE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION UNDER THE GOVERNOR'S TRANSPORTATION COST SHARE PROGRAM. TO EXPEDITE THE RECEIPT OF FUNDS, THE MAYOR HAS DECLARED THIS BILL AS AN EMERGENCY."**

**WHEREAS**, pursuant to Section 4.445 of Truly Agreed to and Finally Passed House Bill 3004 from the 2022 legislative session, the Missouri General Assembly has appropriated \$75,000,000 in general revenue funds to the Missouri Highways and Transportation Commission (the "Commission") to be expended for road and bridge projects under the Governor's Transportation Cost Share Program (the "Program"); and,

**WHEREAS**, The City applied to the Commission to participate in the Program to assist in the infrastructure improvements related to the Raymore Commerce Center and Raymore Commerce Center South developments; and,

**WHEREAS**, on January 4, 2023, the Commission approved the City's application to the Program for a proposed road and bridge improvement project off the State Highway System, and awarded the City \$4,094,666, equal to fifty-percent (50%) of the estimated construction costs associated with the infrastructure improvements; and,

**WHEREAS**, the Commission will administer these Program funds to the City of Raymore with the understanding that such funds will be used for the purpose of funding the City of Raymore's proposed project, as further described within this Agreement.

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

Section 1. The Mayor is hereby authorized and directed to enter into the Missouri Highways and Transportation Commission's Governor's Transportation Cost Share Agreement, attached hereto as Exhibit A.

Section 2. The Mayor and City Clerk are authorized to administer the Cost Share Agreement, and effectuate the terms of the Agreement.

Section 3. Emergency Reading. Due to the need to finalize the intergovernmental agreement with the Missouri Highways and Transportation Commission to begin the project, the Mayor has authorized this as an Emergency Reading.

Section 4. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 26TH DAY OF JUNE, 2023.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JUNE, 2023, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

CCO Form: FS35G  
Approved: 1/20 (MWH)  
Revised: 3/23 (RSV)  
Modified:

Entity: City of Raymore  
Project Number/Name: Dean & 195<sup>th</sup> Improvements  
MoDOT Project Number: SNS0017  
eAgreement #: 2023-04-78230

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
GOVERNOR'S TRANSPORTATION COST SHARE AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the **City of Raymore** (hereinafter, "Entity").

WITNESSETH:

WHEREAS, pursuant to Section 4.445 of Truly Agreed to and Finally Passed House Bill 3004 from the 2022 legislative session (**TAFP HB 3004 2022**), the Missouri General Assembly (**GA**) has appropriated seventy-five million dollars (\$75,000,000) in general revenue funds to the Commission to be expended for road and bridge projects under the *Governor's Transportation Cost Share Program* (**Program**); and

WHEREAS, the Entity applied to the Commission for participation in the Program; and

WHEREAS, on January 4, 2023, the Commission approved the Entity's application to the Program for a proposed road and bridge improvement project (**Project**) off the State Highway System subject to the terms and conditions of this Agreement; and

WHEREAS, the Commission will administer these Program funds to the Entity with the understanding that such funds will be used for the purpose of funding the Entity's proposed Project, as further described within TAFP HB 3004 2022 and within this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PROGRAM PURPOSE AND AMOUNT OF PROGRAM:

(A) The Program purpose is to provide financial assistance to public and private entities for public road and bridge projects satisfying a transportation need, provided that these funds shall not supplant, and shall only supplement, the current planned allocation of road and bridge expenditures under the most recently adopted State Transportation and Improvement Plan (**STIP**), including all amendments thereto, as of the date of passage of TAFP HB 3004 2022 by the GA.

(B) The total amount of this Program, as provided within Section 4.445

of TAFP HB 3004 2022, is Seventy-Five Million dollars (\$75,000,000). These Program funds are subject to appropriations made by the GA and gubernatorial release of such funds appropriated to the Commission. The Commission will administer funds from the Program in an amount not to exceed Seventy-Five Million dollars (\$75,000,000); however, in the event state funds appropriated within Section 4.445 of TAFP HB 3004 2022 are reduced so that the Commission is incapable of completely satisfying its obligations to the Entity, the Commission may recompute and reduce this Program and the amount of this Agreement.

(C) The designation of this Program does not create a lump sum quantity contract, but rather only represents the amount of funding available for reimbursement of eligible Program expenses. In no event will the Commission reimburse the Entity for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all Project expenses to ensure that they are eligible Program expenses.

(D) These Program funds are for construction contract costs only. All other non-construction costs, including but not limited to preliminary engineering, environmental services, right-of-way services and acquisitions, utilities, construction inspection, etc. are ineligible for funds from Section 4.445 of TAFP HB 3004 2022. The Entity shall be solely responsible for all ineligible costs.

(2) PROGRAM TIME PERIOD: This Agreement provides Program funding for expenditures during State Fiscal Year (**SFY**) 2023 (July 1, 2022 - June 30, 2023). In the event the funds are re-appropriated by the GA into another SFY, the Program time period will automatically be adjusted to reflect the new SFY.

(3) REQUEST FOR RE-APPROPRIATION OF FUNDS AND EXTENSION OF TIME FOR COMPLETION OF PROJECT: It is anticipated the Seventy-Five Million dollars (\$75,000,000) provided within Section 4.445 of TAFP HB 3004 2022 will not be fully expended by June 30, 2023, the end of SFY 2023. Therefore, the Commission will request for the re-appropriation of Program funds and extension of time for completion of the Project. If the re-appropriation is not approved by the GA, the Entity has the discretion to complete the construction of the Project at the Entity's expense and at no cost or expense whatsoever to the Commission.

(4) PURPOSE: The purpose of this Agreement is to coordinate participation by the Commission in the cost of the Entity's proposed Project in accordance with Section 4.445 of TAFP HB 3004 2022.

(5) LOCATION AND JOB NUMBER: The proposed Project that is the subject of this Agreement is identified as MoDOT job number SNS0017 and Entity job Dean & 195<sup>th</sup> St Roadway Improvements. The Project is contemplated at the following location:

***In the Southwest corner of Raymore, MO: S Dean Ave from N Cass Pkwy on the North to E 195th St on the South, and E 195th St from Interstate 49 on the West***

***to Elk Dr on the East.***

The general location of the Project is shown on the attachment marked as “**Exhibit A**” and is incorporated herein by reference.

(6) SCOPE OF WORK: The Entity shall undertake and complete the proposed Project described in the Entity’s Scope of Work Statement, which is attached and marked as “**Exhibit B**” and is incorporated herein by reference. The Project will be defined by the Entity’s Scope of Work Statement. Any proposed changes to the Entity’s Scope of Work, during design or construction of the Project, must be submitted in writing for Commission review and approval before the changes will be considered eligible for participation in the Program.

(7) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Entity and the Commission.

(8) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(9) ENTITY REPRESENTATIVE: The Entity's Economic Development Director is designated as the Entity's representative for the purpose of administering the provisions of this Agreement. The Entity's representative may designate by written notice other persons having the authority to act on behalf of the Entity in furtherance of the performance of this Agreement.

(10) PROJECT RESPONSIBILITIES: With regard to Project responsibilities under this agreement, the parties agree as follows:

(A) The Entity shall be responsible for design of the Project and shall prepare detailed right-of way and construction plans and specifications. The Entity shall provide the Commission with final construction Plans, Specifications and Estimate (PS&E) prior to bidding the Project.

(B) The Entity shall acquire right-of-way as needed for the Project in accordance with Commission requirements for Local Public Agency projects.

(C) The Entity shall be responsible for letting the road and bridge improvement Project, which includes advertising the Project for bids and awarding the construction contract. The Entity shall award the contract to the lowest, responsive,

responsible bidder. The Commission will review all contractors' bids and concur with the selection of the apparent successful low bidder prior to the Entity awarding the construction contract.

(D) The Entity shall be responsible for construction of the Project which includes administration of the construction contract.

(E) The Entity shall be responsible for inspection of the Project work and is subject to the Commission's oversight, approval, and acceptance.

(11) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) The Program funds are only eligible to be used for construction contract costs on the Entity's proposed Project in accordance with Section 4.445 of TAFP HB 3004 2022. All other Project costs are ineligible for Program funds and shall be the responsibility of the Entity. The estimated construction contract cost for the Entity's proposed Project is eight million one hundred eighty-nine thousand three hundred thirty-two dollars (\$8,189,332).

(B) The Commission will reimburse fifty percent (50%) of the construction contract costs not to exceed four million ninety-four thousand six hundred sixty-six dollars (\$4,094,666).

(C) The Entity shall be one hundred percent (100%) responsible for the balance of the construction contract costs in excess of eight million one hundred eighty-nine thousand three hundred thirty-two dollars (\$8,189,332).

(D) The Commission and Entity will share any construction contract cost savings based on pro rata share between the parties.

(E) The estimated Construction Contract Cost, Project Responsibilities and Financial Responsibilities are shown in "**Exhibit C**", which is attached hereto and incorporated herein by reference.

(12) REIMBURSEMENT FOR ELIGIBLE EXPENSES: The Commission will reimburse the Entity as discussed in section (11) for Project expenses based on eligible construction contract costs.

(A) The Entity may request reimbursement for eligible costs incurred at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be submitted to the Missouri Department of Transportation (**MoDOT**) monthly and shall be supported with invoices and documentation that its providers were paid in full for the work performed.

(B) It is understood and agreed by and between the parties that the Commission shall make no reimbursement payment which could cause the aggregate of all payments under this Agreement to exceed four million ninety-four thousand six hundred sixty-six dollars (\$4,094,666) as approved by the Commission.

(C) The request for reimbursement must include a construction progress summary that includes an estimated percent complete, list of major items of work completed during the pay period and status of schedule.

(D) Within ninety (90) days of final inspection of the Project funded under this Program, the Entity shall provide to the Commission a final payment request and all financial performance and other reports as required by this Agreement.

(E) If the Commission determines that the Entity was overpaid, the Entity shall remit the amount of overpayment to the Commission.

(F) The Entity must submit reimbursement requests by May 31<sup>st</sup> of the Program Time Period to ensure reimbursement by the end of the SFY.

(13) EXPENDITURE OF PROGRAM FUNDS: All funds not expended by the Entity at the end of the Program Time Period within this Agreement may be redistributed to another applicant at the discretion of the Commission.

(14) WITHDRAWAL OF PROGRAM OFFER: The Commission reserves the right to amend or withdraw this Program offer at any time prior to acceptance by the Entity.

(15) MAINTENANCE: Upon completion of construction of this Project, the Entity shall accept maintenance and control of the improved S Dean Avenue and E 195<sup>th</sup> Street at no cost or expense whatsoever to the Commission. All obligations of the Commission under this Agreement shall cease upon completion of the Project.

(16) ACQUISITION OF RIGHT OF WAY:

(A) The Entity shall acquire any additional necessary right of way required for the Project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(B) However, upon written request by the Entity and written acceptance by the Commission, the Commission may acquire right-of-way for the Entity. Upon approval of all agreements, plans and specifications by the Commission, the Commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase, or by condemnation, any necessary right-of-way required for the construction of the Project contemplated herein. All right-of-way acquired by negotiation and purchase will be acquired in the name of Entity, and the Entity will pay to



grantors thereof the agreed upon purchase prices. All right-of-way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the Entity. The Entity shall pay into court all awards and final judgments in favor of any such condemnees. The Entity shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right-of-way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(17) DESIGN AND CONSTRUCTION SPECIFICATIONS: The Entity agrees that all design and construction work for the proposed Project will be in accordance with policies, procedures, design criteria, design standards, and construction specifications adopted by the Entity for Entity's streets. In absence of such Entity adopted requirements, the Entity shall use Commission requirements for Local Public Agency projects. Any work on the State Highway System shall be in accordance with current Commission policies, procedures, design criteria, and the Missouri Standard Specifications for Highway Construction.

(18) PERMITS: The Entity shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the Project.

(19) TRAFFIC CONTROL: The plans shall provide for temporary and permanent traffic control using signs, signals, and markings in accordance with the Manual of Uniform Traffic Control Devices (**MUTCD**).

(20) SOLICITATION FOR BIDS AND CONTRACT AWARD: The Entity shall solicit bids for the Project in accordance with plans developed by the Entity. The Entity shall review all contractor bids received and award the contract to the lowest, responsive, responsible bidder. Prior to awarding the contract, the Entity shall submit the bids to the Commission for review and concurrence. The Entity shall not make any award for the Project without prior written consent of the Commission.

(21) NOTICE TO PROCEED: After award of the construction contract, the Entity shall provide the Commission with copies of the executed construction contract between the Entity and the contractor, the performance and payment bonds, and any other documentation as required by this Agreement. Upon receipt of all necessary documents, the Commission will authorize the Entity to issue a notice to proceed with construction.

(22) CONSTRUCTION PROGRESS AND INSPECTION: The Entity shall provide and maintain adequate, competent, and qualified engineering supervision and construction inspection at the Project site during all stages of the work to ensure that the completed work conforms with the Project plans and specifications. The inspection staff shall utilize construction progress and inspection reports to sufficiently document the work and to document proper payments for completed work. Project oversight by other personnel does not relieve the Entity of this responsibility.



(23) PROMPT PAYMENT: The Commission and the Entity will require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri's prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Entity will also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Entity and the Commission.

(24) AUDIT OF RECORDS: The Entity shall maintain all records relating to this Agreement, including but not limited to bidding documents, construction contracts, construction inspection reports, invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(25) NONDISCRIMINATION CLAUSE: The Entity shall comply with all state and federal statutes applicable to the Entity relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(26) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(27) PROJECT SCHEDULE: The Project schedule is shown on the attachment marked as "**Exhibit D**" and is incorporated herein by reference. Any lack of progress which significantly endangers substantial performance of the Project within the specified time shall be deemed a material breach of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Entity in writing once such a determination is made.

(28) PROJECT ACCEPTANCE AND CERTIFICATION: The Entity shall certify in writing that the Project was completed in accordance with all applicable state and federal laws and applicable construction requirements were met. The certification form is shown on the attachment marked as "**Exhibit E**" and is incorporated herein by reference. This certification will be submitted during the final closeout phase of the Project. The Commission will withhold final payment until certification is received.

(29) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(30) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(31) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(32) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(33) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(34) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(35) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation  
Chris Redline, District Engineer  
600 NE Colbern Rd  
Lee's Summit, MO 64086

City of Raymore to: City of Raymore  
David Gress  
100 Municipal Circle  
Raymore, MO 64083

or to such other place as the parties may designate in accordance with this Agreement.

(36) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(37) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(38) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Entity at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(39) CONFIDENTIALITY: The Entity shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Entity shall notify the Commission immediately of any request for such information.

(40) NONSOLICITATION: The Entity warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Entity, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(41) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(42) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each

party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(43) INSURANCE: The Entity or the Commission will require any contractor procured to work on or under this Agreement:

(A) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(B) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The Entity shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(44) NOTIFICATION OF CHANGE: The Entity shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

(45) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(46) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Entity, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Entity responsible for damages.

(47) ENTITY RIGHT-OF-WAY: All Project improvements made within Entity-owned right-of-way shall become the Entity's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Entity. The Entity further agrees that the right of way provided for any improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

*[The Remainder of This Page Is Intentionally Left Blank.]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Entity on \_\_\_\_\_(DATE)

Executed by the Commission on \_\_\_\_\_(DATE)

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF RAYMORE

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_

By \_\_\_\_\_

Secretary to the Commission

Title \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

Commission Counsel

Ordinance No. \_\_\_\_\_

EXHIBIT A  
LOCATION



## EXHIBIT B

### SCOPE OF WORK

The project will support the need for an access road for freight and pedestrian traffic from the I-49 and North Cass Interchange to the proposed Raymore Commerce Center South Industrial Park. The project will require the intersection of Dean and North Cass Pkwy to be signaled. The S Dean Ave extension will make a connection to 195th St providing a new access to the Raymore Pump House, rebuilding a culvert bridge above the creeks floodplain, improving the intersection of the I-49 and 195th St underpass, and widening 195th St East to Elk Dr.



## EXHIBIT C FINANCIAL SUMMARY

**Project Name:** Dean and 195<sup>th</sup> Street Roadway Improvements

**Project Number:** SNS0017

**Description:** The project will add traffic signals to the intersection of Dean Avenue and North Cass Parkway. The South Dean Avenue extension will connect to 195<sup>th</sup> Street providing a new access to the Raymore Pump House, rebuilding a culvert bridge above the creek’s floodplain, improving the intersection of the Interstate 49 and 195<sup>th</sup> Street underpass, and widening 195<sup>th</sup> Street east to Elk Drive.

**Total Construction Contract Cost Estimate:** \$8,189,332

**Local Entity:** City of Raymore

	<b>Current Estimate</b>
Construction	\$8,189,332

**Project Responsibilities:**

Preliminary Engineering/Design	City of Raymore
Right of Way Acquisition	City of Raymore
Environmental	City of Raymore
Feasibility Studies	City of Raymore
Bid Letting and Construction	City of Raymore
Utilities	City of Raymore
Construction Engineering/Inspection	City of Raymore

**Financial Responsibilities for Cost Share Eligible:**

Governor’s Cost Share Funds	\$4,094,666	Total Program Share
Governor’s Cost Share Economic Development Funds	\$0	\$4,094,666
Entity	\$4,094,666	Total Entity Share
		\$4,094,666
<b>Total:</b>	<b>\$8,189,332</b>	

**How are overruns and underruns handled?**

Overruns will be responsibility of the Entity. Underruns will be based on a pro rata share.



EXHIBIT D  
PROJECT SCHEDULE

<b>Task</b>	<b>Date</b>
Application Submitted to MODOT	9/14/2022
Advertise	3/1/2023
Bid Opening	3/29/2023
Award of Contract	3/30/2023-5/1/2023
Construction Start Date	5/1/2023-11/27/2023

EXHIBIT E



Missouri Department of Transportation

**Certification for Acceptance**

Governor's Transportation Cost Share Program

Funding Recipient:					
Address					
City		State		Zip	
Project Identification Number:					
County		Route		Completion Date	
Project Location					
Type of Improvement					
<p>I hereby certify the Governor's Cost share project identified above has been completed in accordance with all state and federal laws and the following requirements have been met:</p> <ol style="list-style-type: none"> <li>1. Project field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications.</li> <li>2. The project was constructed substantially in conformity with the plans and specifications.</li> <li>3. A copy of the Final Invoice and a Final List of Pay Quantities have been submitted to MoDOT.</li> <li>4. The Funding Recipient has received certification from the Contractor that all lawful claims in connection with the project have been paid and discharged.</li> <li>5. For projects exceeding \$75,000, all Missouri Prevailing Wage laws were followed and enforced (for a checklist, see Form PW-5 at <a href="https://labor.mo.gov/">https://labor.mo.gov/</a>).</li> </ol>					
Signed by an Authorized Representative of the Funding Recipient:		_____ Signature _____ (Date)			



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: June 26, 2023

SUBMITTED BY: Jim Wilson

DEPARTMENT: Police

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

3824: Award of Contract - Axon Taser, Body and In-car Camera Systems

**STRATEGIC PLAN GOAL/STRATEGY**

4.1.2 Optimize the use of technology to improve services, efficiency and productivity

**FINANCIAL IMPACT**

Award To: Axon  
Amount of Request/Contract: \$69,060 annually for five years for a total of \$345,300  
Amount Budgeted:  
Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
July 24, 2023	July 24, 2028

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:  
Date:  
Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Axon 5 year project summary to include:Quote #Q-479939-45093.925JK (Taser 10), Quote #Q-481676-45057.947JK (body cam), Quote #Q-486237-45070.913JK (in-car)

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

In 2021, the Police Department purchased a body worn and in-car camera solution. Since that time the system has been unreliable and inconsistent when capturing video, audio, or both. Reliability is critical when recovering information for the preservation of evidence, transparency and the trust of the community.

There have been numerous occasions where the equipment failed to operate due to some type of malfunction. All malfunctions and equipment failures were addressed with the current vendor. The equipment has been replaced, however the malfunctions and failures continue at such a rate that the Police Department has no confidence in the product. The unreliability and inconsistency of the equipment properly working has increased the liability.

Through research and test wear, staff believes that moving to Axon will give the City reliability and consistency. It will also give Officers the confidence that the equipment is recovering the information and evidence. The design of the system will allow for fewer concerns regarding part malfunctions and ease for user connections. Axon is one of most utilized body camera systems by law enforcement in the country.

Axon products can be purchased as part of a sole source cooperative government purchasing contract number 3544-21-4615.

Staff has reviewed the price submitted by Axon in the amount of \$69,060 annually for five (5) years for a total amount of \$345,300 and recommends contract approval.

**BILL 3824**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AXON FOR THE PURCHASE AND INSTALLATION OF TASER, BODY-WORN AND IN-CAR CAMERA SYSTEMS IN THE AMOUNT OF \$345,300 AND TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS. TO EXPEDITE DELIVERY AND MAXIMIZE THE DISCOUNTS OFFERED, THE MAYOR HAS DECLARED THIS BILL AS AN EMERGENCY."**

**WHEREAS**, in accordance with the City of Raymore Purchasing policy, the purchase of taser, body-worn and in-car camera systems from Axon is recognized as a sole-source purchase; and,

**WHEREAS**, City staff recommends the purchase and installation of body-worn and in-car cameras with Axon.

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

Section 1. The City Manager is hereby directed to enter into an agreement, attached as Exhibit A, with Axon for the purchase and installation of tasers, body-worn and in-car cameras.

Section 2. Emergency Reading. In order to expedite delivery and maximize discounts offered by Axon, the Mayor has authorized this as an Emergency Reading.

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 26TH DAY OF JUNE, 2023.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JUNE, 2023, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

# 5-YEAR PROJECT SUMMARY

## RAYMORE POLICE DEPARTMENT

Account Executive -

Joe Koestner [JKoestner@axon.com](mailto:JKoestner@axon.com) 480-515-6377

Axon Enterprise, Inc.

17800 North 85<sup>th</sup> Street

Scottsdale, AZ 85255

Phone: 800.978.2737



AXON



SOLUTION OVERVIEW ..... 3  
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RAYMORE POLICE DEPARTMENT’S QUOTES ..... 10



## SOLUTION OVERVIEW

Axon has a unique capability to offer fully-integrated hardware, software, accessories, training programs, 24/7 customer support, equipment refreshes, and warranties together to help equip your officers with the solutions they need, while conserving budget. Whether easing your administrative burden back at the station or protecting your officers in the field, Raymore Police Department will receive the following program features and products to help you meet your goals.

## HARDWARE COMPONENTS

### ENERGY WEAPONS

- ▶ 16 TASER 10 Energy Weapons + 1 spare
- ▶ 19 Rechargeable TASER Batteries
- ▶ 31 TASER 10 Holsters
- ▶ 1 TASER Dock and Wall Mount
- ▶ TASER 10 Cartridges & Magazines
  - ▶ Includes all Field Use for all 31, Inert, Hook and Loop Training (HALT), and Live Training cartridges with their corresponding magazines for 16 individuals, and YEAR 1 HALT and Live Training cartridges for the remaining 15.
- ▶ 1 HALT Suit
- ▶ 1 Target and Target Frame
- ▶ Built-in Activation Tech in each T10 to automatically cause Axon Cameras (body, in-car, drone) to begin recording. Can function inter-departmentally as well. i.e. North Kansas City PD

### BODY-WORN CAMERAS

- ▶ 26 Axon Body-Worn Cameras + 1 spare
- ▶ 3 Axon Body-Worn Camera 8-bay Docks, Wall Mounts, and Accessories
- ▶ 30 Axon Body-Worn Camera Mounts

### IN-CAR CAMERA SYSTEMS

- ▶ 12 Axon Fleet 3 Camera Kits
- ▶ 12 Cradlepoint IBR900 Routers
- ▶ 12 Axon Vehicle Signal Units
- ▶ 12 Airgain Antennas

## SOFTWARE COMPONENTS

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### ENERGY WEAPONS

- ▶ Axon Evidence TASER 10 Licenses

### DIGITAL EVIDENCE MANAGEMENT SYSTEM/BWC

- ▶ Axon Evidence Pro Licenses - 6
- ▶ Axon Evidence Basic Licenses - 25
- ▶ 5,200 GB of digital storage
- ▶ GPS on Body Camera

### IN-CAR CAMERA SYSTEMS

- ▶ 12 Axon Fleet 3 In-Car System Licenses
- ▶ Axon Fleet 3 Unlimited Storage Licenses

## TRAINING AND SUPPORT

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- ▶ Virtual/Zoom training for implementation of body camera and Evidence.com
- ▶ On-site 2-day course to qualify instructors
- ▶ Online training curriculum for all Axon products
- ▶ 24/7 Customer Service and Tech-Support
- ▶ Direct lines of communication to Account Executive and Management, and dedicated team of Customer Success Managers
- ▶ 12 Axon Fleet 3 Full-Service Vehicle Installations

## WARRANTIES AND REFRESHES

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- ▶ Five-Year TASER 10 Handle, Battery, and Dock Extended Warranties
- ▶ Five-Year Body-Worn Camera and Dock Warranties
- ▶ Body-Worn Camera and Dock Refreshes once at 30 months and again at 60 months
- ▶ Five-Year In-Car Camera System and Axon Signal Unit Warranties
- ▶ In-Car Camera Refresh at 5-years

## PROGRAM DELIVERABLES

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
TASER 10's					
TASER 10 Energy Weapons (Handles and Holsters)	X				
TASER Battery Packs	X				
TASER 10 Safariland Holsters	X				
TASER Docks and Wall Mounts	X				
Field Use and Inert Cartridges	X				
Training HALT Cartridges (16)			X		
Training Live Cartridges (16)			X		
Duty Cartridge Replenishment Plan (Unlimited) (all 31)			X		
HALT Suit, Target, and Target Frame	X				
Body Cameras					
Axon Body-Worn Cameras	X		X*		X
Axon Body-Worn Camera Docks	X		X*		X
Axon Body-Worn Camera Wall Mounts and Accessories	X				

\* Denotes refreshes at 2.5 years (30 months).

Fleet 3					
Front-Facing Dual-View Cameras	X				X
Rear-Facing Interior Cameras	X				X
Axon Fleet 3 Hubs	X				
Axon Signal Units	X				
Airgain Antennas	X				
Cradlepoint Router Kit	X				

## COST OVERVIEW

CONTRACT LENGTH AND REFRESHES	
Program Length	5 Years (60 Months)
Refresh Schedule	Axon Body-Worn Cameras and Docks - 30 and 60 Months Fleet 3 Fwd and Rear Cameras - 60 Months
BILLING SCHEDULE – Body Cameras, TASER 10’s and In-Car	
Year 1	\$26,281.50 (Body Cam) + \$16,833.04 (TASER 10) + \$25,944.48 (In-Car) = \$69,059.02
Year 2	\$26,281.50 (Body Cam) + \$16,833.04 (TASER 10) + \$25,944.48 (In-Car) = \$69,059.02
Year 3	\$26,281.50 (Body Cam) + \$16,833.04 (TASER 10) + \$25,944.48 (In-Car) = \$69,059.02
Year 4	\$26,281.50 (Body Cam) + \$16,833.04 (TASER 10) + \$25,944.48 (In-Car) = \$69,059.02
Year 5	\$26,281.50 (Body Cam) + \$16,833.04 (TASER 10) + \$25,944.48 (In-Car) = \$69,059.02
SAVINGS OVERVIEW	
Estimated Savings per Year	\$13,578.08
Total Savings Offered	\$67,890.40
TOTAL - \$150,000 (Body Cam) + \$85,000 (TASER 10) + \$135,000 (In-Car)	
Total Program Cost	\$345,295.10
Body Camera invoice Aug 1 each year. In-Car Camera and TASER 10 invoice Sep 1 each year. In-Car Camera hardware to ship early (Sep 1, 2023) with install & contract start date to be 3/1/2024	

## KEY NOTES

PLEASE NOTE – Live Duty cartridges will be replenished for all 31 BUT, this does not account for Years 2-5 training cartridges for the 15 individuals sharing the T10's . It would be important to account for approximately \$2,500/year (\$167/sharing officer/year) to cover those 15 to train/qualify each year after Year 1.

This is honoring a buy-back value for your existing hardware to drop the costs by ~\$7,000.

This is also honoring over \$60,000 in discounts on the Body Camera and In-Car Camera programs as a symbol of good partnership and our gratitude for considering us for multiple programs that are important to the PD and the city.

## IN CONCLUSION

This program provides Raymore Police Department with a less-lethal option that has proven to be nearly twice as consistently effective, while also addressing substantial issues with their camera program. This accomplishes three critically important aims :

- 1.) It increases the likelihood of mutually safe and beneficial outcomes for both the PD and the community.
- 2.) It protects truth and transparency by substantially increasing the likelihood that video will be captured in each necessary instance.
- 3.) It directly saves funds and time – Funds through approved discounts (\$67k) for a bundle, and time through an efficient and reliable operating system.

For your convenience, we have also included a link to our [Master Services and Purchasing Agreement](#) for you to review.

If you have any questions regarding our solutions or pricing, please contact:

### POINT OF CONTACT

Joe Koestner

Account Executive

480-515-6377

JKoestner@axon.com

Please note, to sign a deal with Axon Enterprise, Inc., all accounts must be current, and any outstanding invoices must be paid.

We look forward to working with Raymore Police Department to help bolster your current workflows by joining our technology—designed specifically for law enforcement—with your personnel.

# RAYMORE POLICE DEPARTMENT'S QUOTES



Q-479939-45098.907JK



Axon Enterprise, Inc.  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Issued: 06/21/2023

Quote Expiration: 06/30/2023

Estimated Contract Start Date: 10/01/2023

Account Number: 110574

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Business:Delivery:Invoice-100 N Municipal Cir  100 N Municipal Cir Raymore, MO 64083-9217 USA	Raymore Police Dept. - MO  100 N Municipal Cir Raymore MO 64083-9217 USA Email:	Joe Koestner   Phone: (480) 515-6377  Email: jkoestner@axon.com Fax:	Jim Wilson   Phone: 816-331-0530  Email: jwilson@raymore.com Fax:

### Quote Summary

Program Length	60 Months
TOTAL COST	\$84,165.20
ESTIMATED TOTAL W/ TAX	\$84,165.20

### Discount Summary

Average Savings Per Year	\$2,956.80
TOTAL SAVINGS	\$14,784.00

### Payment Summary

Date	Subtotal	Tax	Total
Sep 2023	\$16,833.04	\$0.00	\$16,833.04
Sep 2024	\$16,833.04	\$0.00	\$16,833.04
Sep 2025	\$16,833.04	\$0.00	\$16,833.04
Sep 2026	\$16,833.04	\$0.00	\$16,833.04
Sep 2027	\$16,833.04	\$0.00	\$16,833.04
<b>Total</b>	<b>\$84,165.20</b>	<b>\$0.00</b>	<b>\$84,165.20</b>

Quote Unbundled Price: \$98,949.20  
 Quote List Price: \$91,518.80  
 Quote Subtotal: \$84,165.20

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
T10Cert	Taser 10 Certification Bundle	16	60	\$83.57	\$75.83	\$68.17	\$65,443.20	\$0.00	\$65,443.20
<b>A la Carte Hardware</b>									
100616	TASER 10 BLACKHAWK HOLSTER, RH	15			\$80.00	\$80.00	\$1,200.00	\$0.00	\$1,200.00
100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	100			\$21.00	\$21.00	\$2,100.00	\$0.00	\$2,100.00
100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	150			\$21.00	\$21.00	\$3,150.00	\$0.00	\$3,150.00
<b>A la Carte Services</b>									
100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	15	60		\$6.08	\$6.08	\$5,472.00	\$0.00	\$5,472.00
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,800.00	\$6,800.00	\$6,800.00	\$0.00	\$6,800.00
<b>Total</b>							<b>\$84,165.20</b>	<b>\$0.00</b>	<b>\$84,165.20</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Taser 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	16	09/01/2023
Taser 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	16	09/01/2023
Taser 10 Certification Bundle	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	1	09/01/2023
Taser 10 Certification Bundle	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	1	09/01/2023
Taser 10 Certification Bundle	100396	TASER 10 INERT MAGAZINE RED	1	09/01/2023
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	320	09/01/2023
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	100	09/01/2023
Taser 10 Certification Bundle	100401	INERT UNITARY CARTRIDGE (TASER 10)	7	09/01/2023
Taser 10 Certification Bundle	100616	TASER 10 BLACKHAWK HOLSTER, RH	14	09/01/2023
Taser 10 Certification Bundle	100617	TASER 10 BLACKHAWK HOLSTER, LH	2	09/01/2023
Taser 10 Certification Bundle	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	09/01/2023
Taser 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	16	09/01/2023
Taser 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	3	09/01/2023
Taser 10 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	09/01/2023
Taser 10 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	09/01/2023
Taser 10 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	1	09/01/2023
Taser 10 Certification Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	09/01/2023
Taser 10 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	09/01/2023
A la Carte	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	150	09/01/2023
A la Carte	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	100	09/01/2023
A la Carte	100616	TASER 10 BLACKHAWK HOLSTER, RH	15	09/01/2023
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	40	09/01/2024
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	100	09/01/2024
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	30	09/01/2025
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	90	09/01/2025
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	30	09/01/2026
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	100	09/01/2026
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	30	09/01/2027
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	90	09/01/2027

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Taser 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	16	10/01/2023	09/30/2028
Taser 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	10/01/2023	09/30/2028

### Services

Bundle	Item	Description	QTY
Taser 10 Certification Bundle	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	16

Services

Bundle	Item	Description	QTY
A la Carte	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	15
A la Carte	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Taser 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	16	09/01/2024	09/30/2028
Taser 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	16	09/01/2024	09/30/2028
Taser 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	3	09/01/2024	09/30/2028
Taser 10 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	09/01/2024	09/30/2028

## Payment Details

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	150	\$630.00	\$0.00	\$630.00
Year 1	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	100	\$420.00	\$0.00	\$420.00
Year 1	100616	TASER 10 BLACKHAWK HOLSTER, RH	15	\$240.00	\$0.00	\$240.00
Year 1	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	15	\$1,094.40	\$0.00	\$1,094.40
Year 1	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,360.00	\$0.00	\$1,360.00
Year 1	T10Cert	Taser 10 Certification Bundle	16	\$13,088.64	\$0.00	\$13,088.64
<b>Total</b>				<b>\$16,833.04</b>	<b>\$0.00</b>	<b>\$16,833.04</b>

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	150	\$630.00	\$0.00	\$630.00
Year 2	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	100	\$420.00	\$0.00	\$420.00
Year 2	100616	TASER 10 BLACKHAWK HOLSTER, RH	15	\$240.00	\$0.00	\$240.00
Year 2	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	15	\$1,094.40	\$0.00	\$1,094.40
Year 2	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,360.00	\$0.00	\$1,360.00
Year 2	T10Cert	Taser 10 Certification Bundle	16	\$13,088.64	\$0.00	\$13,088.64
<b>Total</b>				<b>\$16,833.04</b>	<b>\$0.00</b>	<b>\$16,833.04</b>

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	150	\$630.00	\$0.00	\$630.00
Year 3	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	100	\$420.00	\$0.00	\$420.00
Year 3	100616	TASER 10 BLACKHAWK HOLSTER, RH	15	\$240.00	\$0.00	\$240.00
Year 3	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	15	\$1,094.40	\$0.00	\$1,094.40
Year 3	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,360.00	\$0.00	\$1,360.00
Year 3	T10Cert	Taser 10 Certification Bundle	16	\$13,088.64	\$0.00	\$13,088.64
<b>Total</b>				<b>\$16,833.04</b>	<b>\$0.00</b>	<b>\$16,833.04</b>

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	150	\$630.00	\$0.00	\$630.00
Year 4	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	100	\$420.00	\$0.00	\$420.00
Year 4	100616	TASER 10 BLACKHAWK HOLSTER, RH	15	\$240.00	\$0.00	\$240.00
Year 4	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	15	\$1,094.40	\$0.00	\$1,094.40
Year 4	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,360.00	\$0.00	\$1,360.00
Year 4	T10Cert	Taser 10 Certification Bundle	16	\$13,088.64	\$0.00	\$13,088.64
<b>Total</b>				<b>\$16,833.04</b>	<b>\$0.00</b>	<b>\$16,833.04</b>

Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	150	\$630.00	\$0.00	\$630.00
Year 5	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	100	\$420.00	\$0.00	\$420.00
Year 5	100616	TASER 10 BLACKHAWK HOLSTER, RH	15	\$240.00	\$0.00	\$240.00
Year 5	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	15	\$1,094.40	\$0.00	\$1,094.40
Year 5	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,360.00	\$0.00	\$1,360.00
Year 5	T10Cert	Taser 10 Certification Bundle	16	\$13,088.64	\$0.00	\$13,088.64
<b>Total</b>				<b>\$16,833.04</b>	<b>\$0.00</b>	<b>\$16,833.04</b>

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

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Date Signed

6/21/2023





Q-481676-45098.904JK



Axon Enterprise, Inc.  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Issued: 06/21/2023

Quote Expiration: 06/30/2023

Estimated Contract Start Date: 09/01/2023

Account Number: 110574

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Business:Delivery:Invoice-100 N Municipal Cir  100 N Municipal Cir Raymore, MO 64083-9217 USA	Raymore Police Dept. - MO  100 N Municipal Cir Raymore MO 64083-9217 USA Email:	Joe Koestner   Phone: (480) 515-6377  Email: jkoestner@axon.com Fax:	Jim Wilson   Phone: 816-331-0530  Email: jwilson@raymore.com Fax:

### Quote Summary

Program Length	60 Months
TOTAL COST	\$131,407.50
ESTIMATED TOTAL W/ TAX	\$131,407.50

### Discount Summary

Average Savings Per Year	\$4,266.56
TOTAL SAVINGS	\$21,332.80

### Payment Summary

Date	Subtotal	Tax	Total
Aug 2023	\$26,281.50	\$0.00	\$26,281.50
Aug 2024	\$26,281.50	\$0.00	\$26,281.50
Aug 2025	\$26,281.50	\$0.00	\$26,281.50
Aug 2026	\$26,281.50	\$0.00	\$26,281.50
Aug 2027	\$26,281.50	\$0.00	\$26,281.50
Total	\$131,407.50	\$0.00	\$131,407.50

Quote Unbundled Price: \$152,740.30  
 Quote List Price: \$144,404.50  
 Quote Subtotal: \$131,407.50

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
BWCamTAP	Body Worn Camera TAP Bundle	26	60	\$33.79	\$32.50	\$32.50	\$50,700.00	\$0.00	\$50,700.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	60	\$69.79	\$34.66	\$34.66	\$6,238.80	\$0.00	\$6,238.80
<b>A la Carte Hardware</b>									
AB3C	AB3 Camera Bundle	26			\$749.00	\$209.00	\$5,434.00	\$0.00	\$5,434.00
AB3MBD	AB3 Multi Bay Dock Bundle	3			\$1,638.90	\$1,638.90	\$4,916.70	\$0.00	\$4,916.70
<b>A la Carte Software</b>									
73449	RESPOND DEVICE LICENSE	26	60		\$5.00	\$5.00	\$7,800.00	\$0.00	\$7,800.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	520	60		\$0.55	\$0.49	\$15,158.00	\$0.00	\$15,158.00
ProLicense	Pro License Bundle	6	60		\$39.00	\$42.25	\$15,210.00	\$0.00	\$15,210.00
BasicLicense	Basic License Bundle	25	60		\$15.00	\$16.25	\$24,375.00	\$0.00	\$24,375.00
<b>A la Carte Services</b>									
80146	VIRTUAL BODYCAM STARTER	1			\$1,575.00	\$1,575.00	\$1,575.00	\$0.00	\$1,575.00
<b>Total</b>							<b>\$131,407.50</b>	<b>\$0.00</b>	<b>\$131,407.50</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	29	08/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	26	08/01/2023
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	29	08/01/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	08/01/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	08/01/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	3	08/01/2023
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	3	02/01/2026
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	26	02/01/2026
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	3	08/01/2028
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	26	08/01/2028

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	25	09/01/2023	08/31/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	25	09/01/2023	08/31/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	18	09/01/2023	08/31/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	6	09/01/2023	08/31/2028
A la Carte	73449	RESPOND DEVICE LICENSE	26	09/01/2023	08/31/2028
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	520	09/01/2023	08/31/2028

### Services

Bundle	Item	Description	QTY
A la Carte	80146	VIRTUAL BODYCAM STARTER	1

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	3	08/01/2024	08/31/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	26	08/01/2024	08/31/2028

## Payment Details

Aug 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73449	RESPOND DEVICE LICENSE	26	\$1,560.00	\$0.00	\$1,560.00
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	520	\$3,031.60	\$0.00	\$3,031.60
Year 1	80146	VIRTUAL BODYCAM STARTER	1	\$315.00	\$0.00	\$315.00
Year 1	AB3C	AB3 Camera Bundle	26	\$1,086.80	\$0.00	\$1,086.80
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$983.34	\$0.00	\$983.34
Year 1	BasicLicense	Basic License Bundle	25	\$4,875.00	\$0.00	\$4,875.00
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,247.76	\$0.00	\$1,247.76
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	26	\$10,140.00	\$0.00	\$10,140.00
Year 1	ProLicense	Pro License Bundle	6	\$3,042.00	\$0.00	\$3,042.00
<b>Total</b>				<b>\$26,281.50</b>	<b>\$0.00</b>	<b>\$26,281.50</b>

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	26	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Aug 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73449	RESPOND DEVICE LICENSE	26	\$1,560.00	\$0.00	\$1,560.00
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	520	\$3,031.60	\$0.00	\$3,031.60
Year 2	80146	VIRTUAL BODYCAM STARTER	1	\$315.00	\$0.00	\$315.00
Year 2	AB3C	AB3 Camera Bundle	26	\$1,086.80	\$0.00	\$1,086.80
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$983.34	\$0.00	\$983.34
Year 2	BasicLicense	Basic License Bundle	25	\$4,875.00	\$0.00	\$4,875.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,247.76	\$0.00	\$1,247.76
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	26	\$10,140.00	\$0.00	\$10,140.00
Year 2	ProLicense	Pro License Bundle	6	\$3,042.00	\$0.00	\$3,042.00
<b>Total</b>				<b>\$26,281.50</b>	<b>\$0.00</b>	<b>\$26,281.50</b>

Aug 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73449	RESPOND DEVICE LICENSE	26	\$1,560.00	\$0.00	\$1,560.00
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	520	\$3,031.60	\$0.00	\$3,031.60
Year 3	80146	VIRTUAL BODYCAM STARTER	1	\$315.00	\$0.00	\$315.00
Year 3	AB3C	AB3 Camera Bundle	26	\$1,086.80	\$0.00	\$1,086.80
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$983.34	\$0.00	\$983.34
Year 3	BasicLicense	Basic License Bundle	25	\$4,875.00	\$0.00	\$4,875.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,247.76	\$0.00	\$1,247.76
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	26	\$10,140.00	\$0.00	\$10,140.00

Aug 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	ProLicense	Pro License Bundle	6	\$3,042.00	\$0.00	\$3,042.00
<b>Total</b>				<b>\$26,281.50</b>	<b>\$0.00</b>	<b>\$26,281.50</b>

Aug 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73449	RESPOND DEVICE LICENSE	26	\$1,560.00	\$0.00	\$1,560.00
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	520	\$3,031.60	\$0.00	\$3,031.60
Year 4	80146	VIRTUAL BODYCAM STARTER	1	\$315.00	\$0.00	\$315.00
Year 4	AB3C	AB3 Camera Bundle	26	\$1,086.80	\$0.00	\$1,086.80
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$983.34	\$0.00	\$983.34
Year 4	BasicLicense	Basic License Bundle	25	\$4,875.00	\$0.00	\$4,875.00
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,247.76	\$0.00	\$1,247.76
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	26	\$10,140.00	\$0.00	\$10,140.00
Year 4	ProLicense	Pro License Bundle	6	\$3,042.00	\$0.00	\$3,042.00
<b>Total</b>				<b>\$26,281.50</b>	<b>\$0.00</b>	<b>\$26,281.50</b>

Aug 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73449	RESPOND DEVICE LICENSE	26	\$1,560.00	\$0.00	\$1,560.00
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	520	\$3,031.60	\$0.00	\$3,031.60
Year 5	80146	VIRTUAL BODYCAM STARTER	1	\$315.00	\$0.00	\$315.00
Year 5	AB3C	AB3 Camera Bundle	26	\$1,086.80	\$0.00	\$1,086.80
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$983.34	\$0.00	\$983.34
Year 5	BasicLicense	Basic License Bundle	25	\$4,875.00	\$0.00	\$4,875.00
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,247.76	\$0.00	\$1,247.76
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	26	\$10,140.00	\$0.00	\$10,140.00
Year 5	ProLicense	Pro License Bundle	6	\$3,042.00	\$0.00	\$3,042.00
<b>Total</b>				<b>\$26,281.50</b>	<b>\$0.00</b>	<b>\$26,281.50</b>

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

---

Date Signed

6/21/2023



## FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

### Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Raymore Police Dept. - MO the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

### Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

### Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

### Force Majeure



Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

#### Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

#### Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

#### Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

#### Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

#### Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

#### Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

#### Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

#### [Evidence.com](#)

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

#### Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

#### VEHICLE INSTALLATION

#### Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

#### Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

#### In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

Q-486237-45098.901JK



Axon Enterprise, Inc.  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Issued: 06/21/2023

Quote Expiration: 06/30/2023

Estimated Contract Start Date: 03/01/2024

Account Number: 110574

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Business:Delivery:Invoice-100 N Municipal Cir  100 N Municipal Cir Raymore, MO 64083-9217 USA	Raymore Police Dept. - MO  100 N Municipal Cir Raymore MO 64083-9217 USA Email:	Joe Koestner   Phone: (480) 515-6377  Email: jkoestner@axon.com Fax:	Jim Wilson   Phone: 816-331-0530  Email: jwilson@raymore.com Fax:

### Quote Summary

Program Length	60 Months
TOTAL COST	\$129,722.40
ESTIMATED TOTAL W/ TAX	\$129,722.40

### Discount Summary

Average Savings Per Year	\$6,354.72
TOTAL SAVINGS	\$31,773.60

### Payment Summary

Date	Subtotal	Tax	Total
Sep 2023	\$25,944.48	\$0.00	\$25,944.48
Sep 2024	\$25,944.48	\$0.00	\$25,944.48
Sep 2025	\$25,944.48	\$0.00	\$25,944.48
Sep 2026	\$25,944.48	\$0.00	\$25,944.48
Sep 2027	\$25,944.48	\$0.00	\$25,944.48
<b>Total</b>	<b>\$129,722.40</b>	<b>\$0.00</b>	<b>\$129,722.40</b>

Quote Unbundled Price: \$161,496.00  
 Quote List Price: \$147,412.80  
 Quote Subtotal: \$129,722.40

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
Fleet3B+TAP	Fleet 3 Basic + TAP	12	60	\$224.30	\$204.74	\$180.17	\$129,722.40	\$0.00	\$129,722.40
<b>Total</b>							<b>\$129,722.40</b>	<b>\$0.00</b>	<b>\$129,722.40</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic + TAP	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	12	09/01/2023
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	12	09/01/2023
Fleet 3 Basic + TAP	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	12	09/01/2023
Fleet 3 Basic + TAP	72034	FLEET SIM INSERTION, VZW	12	09/01/2023
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	12	09/01/2023
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	12	09/01/2028

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	12	03/01/2024	02/28/2029
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	24	03/01/2024	02/28/2029

### Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	12

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	12	03/01/2024	02/28/2029
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	12	09/01/2024	02/28/2029



## Payment Details

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	12	\$25,944.48	\$0.00	\$25,944.48
<b>Total</b>				\$25,944.48	\$0.00	\$25,944.48

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	12	\$25,944.48	\$0.00	\$25,944.48
<b>Total</b>				\$25,944.48	\$0.00	\$25,944.48

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	12	\$25,944.48	\$0.00	\$25,944.48
<b>Total</b>				\$25,944.48	\$0.00	\$25,944.48

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	12	\$25,944.48	\$0.00	\$25,944.48
<b>Total</b>				\$25,944.48	\$0.00	\$25,944.48

Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	12	\$25,944.48	\$0.00	\$25,944.48
<b>Total</b>				\$25,944.48	\$0.00	\$25,944.48

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## Standard Terms and Conditions

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#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

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Signature

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Date Signed

6/21/2023





17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

AXON.COM

6/21/2023

**To: United States state, local and municipal law enforcement agencies**

**Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products in the States of AL, AR, CA, CT, DE, FL, GA, HI, IA IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, TN, VA, VI, VT, WI, WV, and the District of Columbia and Guam.

### **TASER Energy Weapon Descriptions**

#### **TASER 10 Energy Weapon**

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

#### **TASER 7 Energy Weapon**

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch



17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

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- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

### **TASER 7 CQ Energy Weapon**

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

### **X2 Energy Weapon**

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.



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- Compatible with TASER Smart Cartridges only

### **X26P Energy Weapon**

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

### **Axon Signal Performance Power Magazine (SPPM)**

- Battery pack for the X2 and X26P energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

## **TASER Brand Energy Weapon Model Numbers**

1. Energy Weapons:
  - TASER 10 Models: 100390, 100391
  - TASER 7 Models: 20008, 20009, 20010, and 20011
  - TASER 7 CQ Models 20213, 20214
  - TASER X2 Models: 22002 and 22003
  - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for energy weapons:
  - TASER 7 – 4-year extended warranty, item number 20040
  - X2 – 4-year extended warranty, item number 22014
  - X26P – 2-year extended warranty, item number 11008
  - X26P – 4-year extended warranty, item number 11004
3. TASER 10 Magazines
  - TASER 10 live duty magazine (black), item number 100393
  - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
  - TASER 10 live training magazine (purple), item number 100395
  - TASER 10 inert training magazine (red), item number 100396
4. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to



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- function in the probe deployment mode)
  - TASER 10 live cartridge, item number 100399
  - TASER 10 HALT cartridge, item number 10400
  - TASER 10 inert cartridge, item number 100401
- 5. TASER 7 Cartridges (compatible with the TASER 7; required for this energy weapon to function in the probe deployment mode)
  - Standoff cartridge, 3.5 degrees, Model 22175
  - Close Quarter cartridge, 12 degrees, Model 22176
  - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
  - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
  - Inert cartridge, 3.5 degrees, Model 22179
  - Inert cartridge, 12 degrees, Model 22181
- 6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
  - 15-foot Model: 22188
  - 21-foot Model: 22189
  - 21-foot non-conductive Model: 44205
  - 25-foot Model: 22190
- 7. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
  - 15-foot Model: 22184
  - 25-foot Model: 22185
  - 25-foot inert simulation Model: 22155
  - 25-foot non-conductive Model: 22157
- 8. Power Modules (Battery Packs) for TASER 7 and TASER 10 energy weapons:
  - Tactical battery pack Model 20018
  - Compact battery pack Model 22019
  - Non-Rechargeable battery pack Model 22020
  - Disconnect battery pack Model 20027
- 9. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
  - TASER CAM HD replacement battery Model: 26764
  - TASER CAM HD Download Kit Model: 26762
  - TASER CAM HD optional 4-year extended warranty, item number 26763
- 10. Power Modules (Battery Packs) for X26P and X2 energy weapons:
  - Performance Power Magazine (PPM) Model: 22010
  - Tactical Performance Power Magazine (TPPM) Model: 22012
  - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
  - eXtended Performance Power Magazine (XPPM) Model: 11010
  - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
  - Axon Signal Performance Power Magazine (SPPM) Model: 70116



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11. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
  - TASER Weapons Dock Core and Multi-bay Module: 74200
  - TASER Weapons Dock Core and Single-bay Module: 74201
  - TASER Weapons Dock Single Bay Dataport: 74208
12. TASER Dataport Download Kits:
  - Dataport Download Kit for the X2 and X26P Model: 22013
13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
14. Energy Weapon Holsters:
  - Right-hand TASER 10 holster by Safariland Model: 100611
  - Left-hand TASER 10 holster by Safariland Model: 100613
  - Right-hand TASER 10 holster by Blade-Tech Model: 100614
  - Left-hand TASER 10 holster by Blade-Tech Model: 100615
  - Right-hand TASER 10 holster by BLACKHAWK Model: 100616
  - Left-hand TASER 10 holster by BLACKHAWK Model: 100617
  - Ambidextrous TASER 10 holster by So-Tech Model: 100621
  - Right-hand TASER 7 holster by Safariland Model: 20063
  - Left-hand TASER 7 holster by Safariland Model: 20068
  - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
  - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
  - Right-Hand TASER 7 holster by BLACKHAWK Model: 20062
  - Left-Hand TASER 7 holster by BLACKHAWK Model: 20067
  - Right-hand X2 holster by BLACKHAWK Model: 22501
  - Left-hand X2 holster by BLACKHAWK Model: 22504
  - Right-hand X26P holster by BLACKHAWK Model: 11501
  - Left-hand X26P holster by BLACKHAWK Model: 11504
15. Enhanced HALT Suit Model: 100623
16. TASER Simulation Suit II Model: 44550
17. HALT Suit Model: 20050
18. TASER 7 conductive target Model: 80087
19. TASER 7 Target Frame Model: 80090

### **TASER 7 Warranties**

1. Tactical Battery Pack Model 20041
2. TASER 7 Dock and Core Warranty Model: 20042
3. TASER 7 Single Bay Dock and Core Warranty Model: 20047





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## TASER Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Axon Evidence (Evidence.com) license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P energy weapons, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
7. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
8. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
9. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
10. **TASER 60:** Pay for X2 and X26P energy weapons and Spare Products in installments over 5 years.
11. **Unlimited Cartridge Plan:** Allows agency pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
12. **TASER 60 Unlimited:** Pay for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
13. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program



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management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.

- 14. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
- 15. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
- 16. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
- 17. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND ENERGY WEAPON PRODUCTS MISSOURI	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND ENERGY WEAPON PRODUCTS
<p style="text-align: center;"><b>Axon Enterprise, Inc.</b>  <b>17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255</b>  <b>Phone: 800-978-2737</b>  <b>Fax: 480-991-0791</b></p>	<p style="text-align: center;"><b>Axon Enterprise, Inc.</b>  <b>17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255</b>  <b>Phone: 800-978-2737</b>  <b>Fax: 480-991-0791</b></p>

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner  
Chief Operating Officer  
Axon Enterprise, Inc.

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June 21, 2023

**To: United States state, local and municipal law enforcement agencies**

**Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Axon Evidence (Evidence.com) Data Management Solutions<sup>1</sup>**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

### **Axon Digital Evidence Solution Description**

#### **Axon Body 3 Video Camera (DVR)**

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

#### **Axon Flex 2 Video Camera**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

#### **Axon Flex 2 Controller**

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

#### **Axon Air System**

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android

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<sup>1</sup> Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.



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- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness

#### **Axon Body 2 Video Camera**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

#### **Axon Fleet 3 Camera**

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Aware live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search



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### **Axon Fleet 2 Camera**

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

### **Axon Signal Unit (ASU)**

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

### **Axon Signal Performance Power Magazine (SPPM)**

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

### **Axon Signal Sidearm Sensor**

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

### **Axon Interview Solution**

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and



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- interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

#### **Axon Signal Technology**

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

#### **Axon Dock**

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

#### **Axon Evidence Data Management System**

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure



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- **Stability:** Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

#### **Axon Evidence for Prosecutors**

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

#### **Attorney Premier**

- All the benefits Axon Evidence for Prosecutors
- Purpose-built user interface optimizes evidence management, review functionalities, and case relevant information
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3<sup>rd</sup> party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3<sup>rd</sup> party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is Unlimited and automatic (i.e. all videos ingested into Attorney Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management

#### **Axon Capture Application**

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

#### **Axon Commander Services**

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats





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### **Axon View Application**

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

### **Axon Records**

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable





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password complexity, IP-based access restrictions, and multi-factor authentication support

- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

### **Axon Standards**

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 CEW for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

### **Axon Professional Services**

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

### **Axon Auto-Transcribe**

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

### **Axon Support Engineer:**

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

### **Axon Respond for Dispatch (CAD)**

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live



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streaming in CAD.

- Integration with TASER 7 CEW devices for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

#### **Axon Investigate**

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash
- Produce detailed written reports via interactive PDF with embedded video and image content within iINPUT-ACE
- Extract I-frames
- Decimate



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- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
  - 4x4 prediction removed
  - 8x8 prediction removed
  - Color coded block types
  - Quantization parameter evaluation
- Offered iINPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

#### **Axon Justice**

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Unlimited Auto-Transcribe for audio and video
- Discovery workflows, fully integrated with Axon Evidence services
- Axon Evidence conversion and playback tools for third-party video, including body-worn, in-car, interview room, and CCTV video
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

#### **Axon Customer Support**

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



#### **Axon Brand Model Numbers**

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
  - Axon Flex 2 Camera (online) Model: 11528
  - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534



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5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
  - Oakley Flak Jacket Kit Model: 11544
  - Collar Mount Model: 11545
  - Oakley Clip Model: 11554
  - Epaulette Mount Model: 11546
  - Ballcap Mount Model: 11547
  - Ballistic Vest Mount Model: 11555
7. Universal Helmet Mount Model: 11548
8. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
9. Axon Body 2 Camera Model: 74001
10. Axon Body 2 Camera Mounts:
  - Axon RapidLock Velcro Mount Model: 74054
11. Axon Flex 2 Controller, Axon Body 2 Camera, and Axon Body 3 Camera Mounts:
  - Z-Bracket, Men's, Axon RapidLock Model: 74018
  - Z-Bracket, Women's Axon RapidLock Model: 74019
  - Magnet, Flexible, Axon RapidLock Model: 74020
  - Magnet, Outerwear, Axon RapidLock Model: 74021
  - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
  - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
  - MOLLE Mount, Single, Axon RapidLock Model: 11507
  - MOLLE Mount, Double, Axon RapidLock Model: 11508
  - Mini MOLLE Mount, Axon RapidLock Model: 11703
  - Belt Clip Mount, Axon RapidLock Model: 11509
12. Axon Fleet Camera
  - Axon Fleet 2 Front Camera: 71079
  - Axon Fleet 2 Front Camera Mount: 71080
  - Axon Fleet 2 Rear Camera: 71081
  - Axon Fleet 2 Rear Camera Controller: 71082
  - Axon Fleet 2 Rear Camera Controller Mount: 71083
  - Axon Fleet Battery System: 74024
  - Axon Fleet Bluetooth Dongle: 74027
  - Axon Fleet 3 Dual View Camera: 72000
  - Axon Fleet 3 Interior Camera: 72037
  - Axon Fleet Hub: 72010
13. Axon Signal Unit Model: 70112
14. Axon Dock Models:
  - Axon Dock – Individual Bay and Core for Axon Flex 2
  - Axon Dock – 6-Bay and Core for Axon Flex 2
  - Individual Bay for Axon Flex 2 Model: 11538



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- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
  - Wall Mount Bracket Assembly for Axon Dock: 70033
  - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
  - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
  - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
15. Axon Signal Performance Power Magazine (SPPM) Model: 70116
16. Axon Investigate Standard Seat License Package, 1-Year Renewal Model: 8025

### **Axon Product Packages**

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Axon Evidence license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P energy weapons, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
7. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
8. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
9. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
10. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.



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- 11. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
- 12. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
- 13. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
- 14. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
- 15. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
- 16. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
- 17. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
<p style="text-align: center;">Axon Enterprise, Inc. 17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791</p>	<p style="text-align: center;">Axon Enterprise, Inc. 17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791</p>

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner  
Chief Operating Officer  
Axon Enterprise, Inc.

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▲, ▲ AXON, Axon, Axon Body, Axon Evidence, Axon Fleet, Axon Flex, Axon Interview, Axon Records, Axon Respond,



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**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: June 26, 2023

SUBMITTED BY: Ryan Murdock

DEPARTMENT: Administration

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3827: Amending City Code Chapter 610 Peddlers, Solicitors, and Canvassers

**STRATEGIC PLAN GOAL/STRATEGY**

4.1.3 Continuously improve the City's governance processes

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
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**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:  
Date:  
Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

City staff have identified possible code changes within Chapter 610 of the Raymore City Code of Ordinances to optimize the interactions between peddlers, solicitors, canvassers and the residents of Raymore. These changes will help clarify existing practices while encouraging more positive interactions among peddlers, solicitors and canvassers when engaging the residents of Raymore.

**BILL 3827**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING CHAPTER 610 OF THE RAYMORE CITY CODE OF ORDINANCES."**

**WHEREAS**, Chapter 610 of the Raymore City Code of Ordinances outlines requirements of peddlers, solicitors, and canvassers in the City of Raymore; and,

**WHEREAS**, the Raymore City Council desires to prevent undue annoyance of City residents by peddlers, solicitors, and canvassers; and,

**WHEREAS**, the Raymore City Council desires to maximize the first amendment rights of peddlers, solicitors, and canvassers, as well as the right of City residents to be secure in their homes.

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

Section 1. Chapter 610 of the City Code of Ordinance is hereby amended as follows:

**Chapter 610 PEDDLERS, SOLICITORS, AND CANVASSERS**

**Section 610.010. Definitions.**

**Section 610.020. Permit Required.**

**Section 610.025. Prohibited Actions.**

**Section 610.030. Misdemeanor Offense.**

**Section 610.040. Application For Permit.**

**Section 610.050. Enforcement By Police.**

**Section 610.060. Records Of Violations.**

**Section 610.070. Occupation License Required.**

**Section 610.080. Fees Generally.**

**Section 610.090. Hours Of Operation.**

**Section 610.100. Permit Non-Transferable.**

**Section 610.110. Use Of Streets-Public Areas And City Sponsored Events.**

**Section 610.120. Loud Noises And Speaking Devices.**

**Section 610.130. Sales Near Churches, Schools, Assemblies.**

**Section 610.140. Revocation Of Permit.**

**Section 610.150. Appeal.**

**Section 610.160. Expiration Of Permits.**

**Section 610.010. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**CANVASSER** – A person who attempts to make personal contact with a resident at their residence without prior specific invitation or appointment from the resident, for the primary purpose of attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate, even if incidental to such purpose the canvasser accepts the donation of money for or against such cause.

**SOLICITOR** — A person who attempts to make personal contact with a resident at their residence without prior specific invitation or appointment from the resident, for the primary purpose of attempting to obtain a donation to a particular patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, charitable, political or religious purpose, even if incidental to such purpose there is the sale of some good or service. Solicitor shall not mean a student of an educational institution or member of a non-profit organization who attempts to make personal contact with a resident at their residence without prior specific invitation or appointment from the resident, for the primary purpose of attempting to obtain a donation or tax deductible purchase (in whole or in part) as part of a fundraising activity for the benefit of an educational program or non-profit organization.

**PEDDLER** — A person who attempts to sell a good or service, for profit to their principal, or seeks a donation for any cause of a profit-making or commercial character. Peddler shall not mean a student of an educational institution who attempts to make personal contact with a resident at their residence without prior specific invitation or appointment from the resident, for the primary purpose of attempting to sell a good or service as a fundraising activity for the benefit of an educational program or non-profit organization.

**Section 610.020. Permit Required.**

It shall be unlawful within the corporate limits of the City for any person to engage in any act as a peddler or solicitor as defined in Section 610.010 of this Code without first obtaining from the City, a permit in accordance with the provisions of this Chapter. Peddlers and solicitors must display their permit in a visible location on their person to the public and law enforcement officers at all times.

**Section 610.025. Prohibited Actions.**

No peddler, solicitor, or canvasser shall:

- A. Enter or remain on private property where they have reason to believe that the residents thereof have indicated the solicitor, peddler, or canvasser is not welcome;
- B. Make an uninvited entry into a resident's home;
- C. Refuse to discontinue their attempts at peddling, soliciting or canvassing when requested by a hearer to do so, when on private property occupied by the hearer; or

- D. Enter upon any private property, knowing or having reason to believe that the owner or occupants do not desire to receive messages from any peddler, solicitor, or canvasser either by a posted sign or otherwise.

**Section 610.030. Misdemeanor Offense.**

Any peddler, solicitor or canvasser who violates any terms or provisions of this Chapter 610, shall be guilty of a misdemeanor and shall be subject to the penalty provisions of Section 100.220 of the City Code of Ordinances.

**Section 610.040. Application For Permit.**

Applicants for permits under this Chapter must file with the Chief of Police a sworn application in writing on a form to be furnished by the Police Department.

**Section 610.050. Enforcement By Police.**

It shall be the duty of any Law Enforcement Officer of the City to require any person seen peddling or soliciting, and who is not known by such officer to be duly permitted, to produce their permit and to enforce the provisions of this Chapter against any person found to be violating the same.

**Section 610.060. Records Of Violations.**

The Chief of Police shall maintain a record for each permit issued and the reports of violation(s).

**Section 610.070. Occupation License Required.**

In addition to the permit required by Section 610.020 above, any peddler or solicitor, regardless of sale, shall be required to obtain an occupation license pursuant to Chapter 605 of the City Code of Ordinances unless otherwise exempted.

**Section 610.080. Fees Generally.**

The fees for any permits that may be issued under the provisions of this Chapter as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department.

**Section 610.090. Hours Of Operation.**

It shall be unlawful for any peddler, solicitor, and/or canvasser to engage in peddling, soliciting, and/or canvassing within the City between the hours of 7:00 P.M. and 9:00 A.M. It shall be unlawful for any peddler or solicitor to engage in peddling and/or soliciting at any time on Sundays, except by specific appointment with or by invitation from the prospective customer/recipient/hearer.

**Section 610.100. Permit Non-Transferable.**

No permit issued under this Chapter shall be transferable or assignable.

**Section 610.110. Use Of Streets-Public Areas And City Sponsored Events.**

- A. Except as may be provided herein for vendor spaces at City sponsored events, no peddler or solicitor shall have any exclusive right to any location in the streets or public areas of the City, nor shall any be permitted a stationary location, nor shall they be permitted to operate in any congested area where their operations might impede or inconvenience the public. For the purpose of this Chapter, the judgment of a Law Enforcement Officer, exercised in good faith, shall be deemed conclusive as to whether the area is congested or the public impeded or inconvenienced.
- B. No peddler or solicitor shall be permitted to operate within one hundred (100) feet outside of the identified entrance to a City sponsored event.
- C. No peddler or solicitor shall be permitted to operate within a City sponsored event where vendor spaces are allocated, unless such peddler or solicitor shall have acquired a vendor space for the same and any permits required by Chapter 605 and Chapter 610 of the City Code of Ordinances. A peddler or solicitor who has acquired a vendor space at a City sponsored event shall operate from within their vendor space only.

**Section 610.120. Loud Noises And Speaking Devices.**

No peddler, solicitor, or canvasser, nor any person acting on their behalf, shall violate any portion of Chapter 280, Noise and Peace Disturbance Standards, of the City Code.

**Section 610.130. Sales Near Churches, Schools, Assemblies.**

It shall be unlawful for any peddler or solicitor to sell or attempt to sell within one thousand (1,000) feet from any school, church, or public assembly while the same is in session and for thirty (30) minutes before and after said assembly or session.

**Section 610.140. Revocation Of Permit.**

Permits issued under the provisions of this Chapter may be revoked by the Chief of Police for any of the following causes:

- A. Fraud, misrepresentation, or false statement contained in the application for permit or occupation license.
- B. Fraud, misrepresentation, or false statement made in the course of carrying on their business as a peddler or solicitor.
- C. Any violation of this Chapter and/or Chapter 605.
- D. Conviction of any crime or misdemeanor involving moral turpitude.
- E. Conducting the business of peddling or soliciting in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the public.

**Section 610.150. Appeal.**

In the event of a denial of a permit or a revocation of a permit by the Chief of Police, the applicant may file an appeal to the City Manager. Such appeal shall be heard within forty-eight (48) hours of the date and time the appeal was

filed with the City Manager. The City Manager shall make the decision and shall set forth the grounds for granting or denying the appeal.

**Section 610.160. Expiration Of Permits.**

Any permit issued pursuant to this Chapter 610 shall expire thirty (30) days after the date of issuance.

Section 2. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 26TH DAY OF JUNE, 2023.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF JULY, 2023, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Baker  
Councilmember Barber  
Councilmember Burke III  
Councilmember Engert  
Councilmember Forster  
Councilmember Holman  
Councilmember Townsend

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

# NO PEDDLERS NO SOLICITORS

Any attempt to make contact at this residence is  
a violation of Raymore Municipal Code 610.025

Violators will be reported to the Raymore Police  
Department



**RAYMORE**  
come home to **more**

**RAYMORE, MISSOURI**





# Miscellaneous



**THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, JUNE 19, 2023, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, ENGERT, FORSTER, HOLMAN, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CHIEF JIMMY WILSON.**

**A. Police Department Body Cam/In-Vehicle Camera and Taser Program**

Staff discussed with the Council a recommendation to change vendors for the Police Department body cameras and in-car video cameras along with the police department tasers. Discussion was provided on the transition process to institute AXON, and basis for termination of the current contract for services through Digital Ally.

**B. Peddlers and Solicitors License**

City Attorney Jonathan Zerr presented recommended amendments to City Code Chapter 610 Peddlers, Canvassers, and Solicitors. Additional amendments were heard from Council. Staff will be bringing the amendments forward for formal consideration.

**C. Other**

The work session of the Raymore City Council adjourned at 6:48 p.m.



THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, JUNE 6, 2023** IN THE COUNCIL ROOM AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: ERIC BOWIE (arrived 6:01pm), JEREMY MANSUR, JIM PETERMANN, WILLIAM FAULKNER, KELLY FIZER, ERIC SMITH, AND MARIO URQUILLA. ABSENT WERE MATTHEW WIGGINS AND MAYOR TURNBOW. ALSO PRESENT WAS DEVELOPMENT SERVICES DIRECTOR DAVID GRESS, CITY PLANNER DYLAN EPPERT, CITY ATTORNEY JONATHAN ZERR, ASSISTANT CITY ENGINEER TRENT SALSBURY, AND ADMINISTRATIVE ASSISTANT EMILY JORDAN.

1. **Call to Order** – Vice Chair Fizer called the meeting to order at 6:00 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Vice Chair Fizer declared a quorum present to conduct business.
4. **Personal Appearances - none**
5. **Consent Agenda**

a. **Approval of Minutes from the May 16, 2023 meeting.**

**Motion by Commissioner Faulkner, Seconded by Commissioner Urquilla, to approve the Consent Agenda with corrections as noted.**

**Vote on Motion:**

Chairman Wiggins	Absent
Commissioner Faulkner	Aye
Commissioner Bowie	Aye
Commissioner Fizer	Aye
Commissioner Smith	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Aye
Mayor Turnbow	Absent

**Motion passed 7-0-0.**

6. **Unfinished Business - none**

7. **New Business -**

a. **Case #23015 - Saddlebrook Preliminary Plat**

Vice Chair Fizer opened the public hearing at 6:03pm.

Rick Frye, Brookside Builders, 803 PCA Rd., Warrensburg MO 64093, came to the podium to give an overview of the request. The request is for preliminary plat approval for the Saddlebrook subdivision. This preliminary plat has previously been approved, but has since expired, so the request is a renewal of the preliminary plat.

City Planner Dylan Eppert gave the Staff Report, including the existing zoning, tract size, Growth Management Plan and Major Street Plan designations, previous planning actions on or near the property, and staff comments. There was a correction that Tract Y consists of 3.667

acres which was incorrectly noted as 3.550 acres. City Staff recommends the Planning & Zoning Commission accept the proposed findings of fact and forward the case with a recommendation of approval.

Commissioner Mansur asked which case was denied in 2020 for the subject property.

Mr. Eppert noted that it was a rezoning that was denied.

Vice Chair Fizer closed the public hearing at 6:09pm.

Commissioner Faulkner commented that nothing has changed since the first Preliminary Plat was approved, and since this is a renewal of the Preliminary Plat, he will be voting nay as he has previously done for the case to be consistent . He also voiced concern in regards to the lot sizing, cul-de-sac lengths, and the lots west of the high pressure pipe.

Commissioner Urquilla asked what the denied rezoning was for in 2020?

Mr. Eppert noted that it was to change the zoning from “R-1P” to “R-2P”, to allow single and two-family residential dwellings.

Commissioner Mansur asked Commissioner Faulkner if he had the length of the cul-de-sacs.

Commissioner Faulkner noted that he didn’t have it with him, but he did confirm that the cul-de-sacs did not change in length from the first application, which is one of the reasons he voted to deny the application.

Commissioner Urquilla asked if the length of the cul-de-sac has any impact on the safety of the residents.

Development Services Director David Gress gave a bit of background on the previously approved plat in 2021. The lot sizes were designed to fit in with the existing subdivisions of Brookside to the north and Sendera to the south, with larger lots to the north of the property and smaller lots to the south. The cul-de-sacs were added as a measure to help preserve the green space for the Stonegate subdivision to the west, which was a requirement of the “P” zoning designation that was originally obtained for the property.

City Attorney Jonathan Zerr noted that the “P” designation allows staff to deviate from Code requirements in order to provide the amenities to the community. Public Works Director Mike Krass had made the decision that the longer cul-de-sacs were permissible to allow as this would keep the green space buffer between the existing Stonegate subdivision and the proposed Saddlebrook subdivision.

**Motion by Commissioner Urquilla, Seconded by Commissioner Smith, to accept Staff proposed findings of fact and approve Case #23015, Saddlebrook Subdivision Preliminary Plat to the City Council with a recommendation of approval.**

Commissioner Mansur noted that he would like to add a notation to the motion that notes that the Planning & Zoning Commission is aware of the fact that the cul-de-sacs are longer than Code allows.

**Motion by Commissioner Mansur, Seconded by Commissioner Smith, to include an amendment in the motion of the approval of the preliminary plat that the Planning & Zoning Commission is aware of the fact that the cul-de-sacs are longer than City Code allows.**

**Vote on Motion:**

Chairman Wiggins	Absent
Commissioner Faulkner	Nay
Commissioner Bowie	Nay
Commissioner Fizer	Aye
Commissioner Smith	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Aye
Mayor Turnbow	Absent

**Motion passed 5-2-0.**

**Motion by Commissioner Urquilla, Seconded by Commissioner Smith, to accept Staff proposed findings of fact and approve Case #23015, Saddlebrook Subdivision Preliminary Plat to the City Council with a recommendation of approval subject to the condition of the applicant providing street names to City Staff with the added amendment noting the Commission's knowledge and approval of the cul-de-sac lengths exceeding the requirements of UDC Section 445.030I(9)a.**

**Vote on Motion:**

Chairman Wiggins	Absent
Commissioner Faulkner	Nay
Commissioner Bowie	Nay
Commissioner Fizer	Aye
Commissioner Smith	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Aye
Mayor Turnbow	Absent

**Motion passed 5-2-0.**

Commissioner Bowie noted that Commissioner Faulkner has already mentioned the same issues that are of concern to him.

Commissioner Faulkner noted that he did not hear anything different from the 2021 case that he also voted nay on.

**b. Case #23018 - Madison Valley 3rd Plat - Final Plat**

Commissioner Faulkner recused himself from the Case.

Bryan Rahn, 1000 NW High Point Dr., Lee's Summit, MO came to the podium to give an overview of the request. The project has begun and is progressing well.

Mr. Eppert gave the Staff Report, including the existing zoning, total tract size, number of lots, density, and the Growth Management Plan and the Major Street Plan designations. Mr. Eppert also covered the previous actions on or near the property and Staff comments. Staff

recommends the Planning & Zoning Commission accept the case and forward it with a recommendation of approval.

**Motion by Commissioner Mansur, Seconded by Commissioner Petermann, to accept Staff proposed findings of fact and forward Case #23018, Madison Valley 3rd Plat, Final Plat, to the City Council with a recommendation of approval.**

**Vote on Motion:**

Chairman Wiggins	Absent
Commissioner Faulkner	Recused
Commissioner Bowie	Aye
Commissioner Fizer	Aye
Commissioner Smith	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Aye
Mayor Turnbow	Absent

**Motion passed 6-0-0.**

Commissioner Faulkner rejoined the dais.

**8. City Council Report**

City Attorney Jonathan Zerr gave an overview of the one City Council that occurred since the Planning & Zoning Commission last met.

**9. Staff Report**

Mr. Eppert noted that the June 20th meeting will go on as planned with 2 applications filed so far. Staff also noted that it has been a very busy month for permits and inspections in the Development Services department.

**10. Public Comment**

No public comments.

**11. Commission Member Comment**

Commissioner Bowie thanked Staff.

Commissioner Mansur thanked Staff and noted that it is important to document exceptions.

Commissioner Petermann had no comment.

Commissioner Faulkner thanked Staff and Vice Chair Fizer.

Vice Chair Fizer thanked Staff and Commissioner Faulkner, and noted the Summer Scene is coming up soon.

Commissioner Smith had no comment.



Commissioner Urquilla thanked Staff and Vice Chair Fizer and noted that he'll be out on June 20th

## 12. Adjournment

**Motion by Commissioner Faulkner, Seconded by Commissioner Bowie, to adjourn the June 6, 2023 Planning and Zoning Commission meeting.**

**Vote on Motion:**

Chairman Wiggins	Absent
Commissioner Faulkner	Aye
Commissioner Bowie	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Smith	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Aye
Mayor Turnbow	Absent

**Motion passed 7-0-0.**

The June 6, 2023 meeting adjourned at 6:42 p.m.

Respectfully submitted,

Emily Jordan



**THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, April 25, 2023, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.**

**MEMBERS PRESENT:** Chairman Trautman; Members Cooper, Manson, Collier, Scott and Mapes. Member Clark was absent.

**STAFF PRESENT:** Director Musteen, Park Superintendent Rulo, and Recreation and Facility Superintendent Brennon. Office Assistant Naab was absent.

**1. Call to Order:** Chairman Trautman called the meeting to order at 6:00 pm.

**2. Roll Call**

**3. Pledge of Allegiance**

**4. Personal Appearances**

**5. Consent Agenda**

*The items on the Consent Agenda are approved by a single action of the Park Board. If any Board Member would like to have an item removed from the Consent Agenda and considered separately, he/she may so request.*

A. Park Board Minutes

March 28, 2023

**Motion:** Member Manson moved to approve the Park Board minutes of March 28, 2023. Member Cooper seconded the motion.

**Discussion:**

<b>Vote:</b>	6 Aye	Member Clark	Absent
	0 Nay	Member Collier	Aye
	1 Absent	Member Cooper	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

**6. Staff Reports**

- Recreation/Facilities Superintendent Brennon highlighted his written report.
- Parks Superintendent Rulo highlighted his written report.
- Director Musteen highlighted his written report.

**7. Unfinished Business - None**

**8. New Business -**

A. Contract - Harmon Construction Inc

Action Item

Staff recommended a contract with Harmon Construction Inc. for the construction of Phase II of the Raymore Activity Center. Director Musteen outlined the bidding process and explained to the Board that staff conducted additional reference checks as the two lowest bids were extremely close.

**APPROVED: May 23, 2023 (7-0)**

**Motion:** Member Manson moved to approve the contract recommendation for the RAC expansion project with Harmon Construction Inc.  
Member Cooper seconded the motion.

**Discussion:**

<b>Vote:</b>	6 Aye	Member Clark	Absent
	0 Nay	Member Collier	Aye
	1 Absent	Member Cooper	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

**9. Public Comments**

**10. Board Member Comments**

**11. Adjournment**

**Motion:** Member Manson motioned for adjournment.  
Member Cooper seconded the motion.

**Discussion:**

<b>Vote:</b>	6 Aye	Member Clark	Absent
	0 Nay	Member Collier	Aye
	1 Absent	Member Cooper	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

The regular meeting of the Raymore Parks and Recreation Board adjourned at 6:25 p.m.

Respectfully submitted,

Nathan Musteen