



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, September 9, 2024
6:00 PM

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations / Awards

- Constitution Week Proclamation

5. Personal Appearances

6. Staff Reports

- A. Development Services
- B. Monthly Court Report
- C. Police/Emergency Management

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, August 26, 2024

9. Unfinished Business - Second Reading

- A. Infrastructure Reimbursement Agreement

Reference:

Bill 3911

Infrastructure Reimbursement Agreement

The City of Raymore is entering into a reimbursement agreement with KCI Raymore South, LLC (VanTrust Real Estate) to appropriately allocate funds from the Missouri Highways and Transportation Commission's Governor's Transportation Cost Share Program for the extension of Dean Avenue and 195th Street improvements.

- City Council, 08/26/2024: Approval, 8-0

10. New Business - First Reading

A. Intergovernmental Cooperative Agreement for Integrated Emergency Services

Reference:

Bill 3914

Agreement

Bill 3914 seeks approval to enter into an Intergovernmental Cooperative Agreement with the City of Harrisonville, the Cass County Sheriff's Office, the City of Belton, the City of Pleasant Hill, the City of Peculiar, and the Cass County Emergency Services Board for the provision of computer-aided dispatch services, integrated records management systems and jail management systems maintained by the Cass County Emergency Services Board. This will include the utilization of the CentralSquare Public Safety Pro Suite. The agreement will provide for the funding, operation, and administration of the Central Square software and equipment.

- No previous action on this item.

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

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.

PROCLAMATION

*Presented to
Mary Sibley Chapter, DAR*

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and,

WHEREAS, September 17, 2024, marks the two hundred thirty-seventh anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and,

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and the anniversary of its creation, and to the patriotic celebrations which will commemorate it; and,

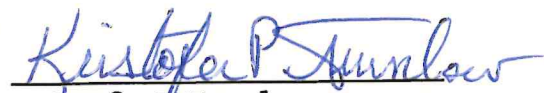
WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW THEREFORE, I, Kristofer P. Turnbow, Mayor of the City of Raymore, Missouri, do hereby proclaim the week of September 17 through 23, 2024, as

CONSTITUTION WEEK

in the City of Raymore, Missouri, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 9th day of September, 2024.


Kristofer P. Turnbow
Mayor of the City of Raymore



MONTHLY DEPARTMENT REPORT AUGUST 2024

BUILDING PERMIT & INSPECTION ACTIVITY -

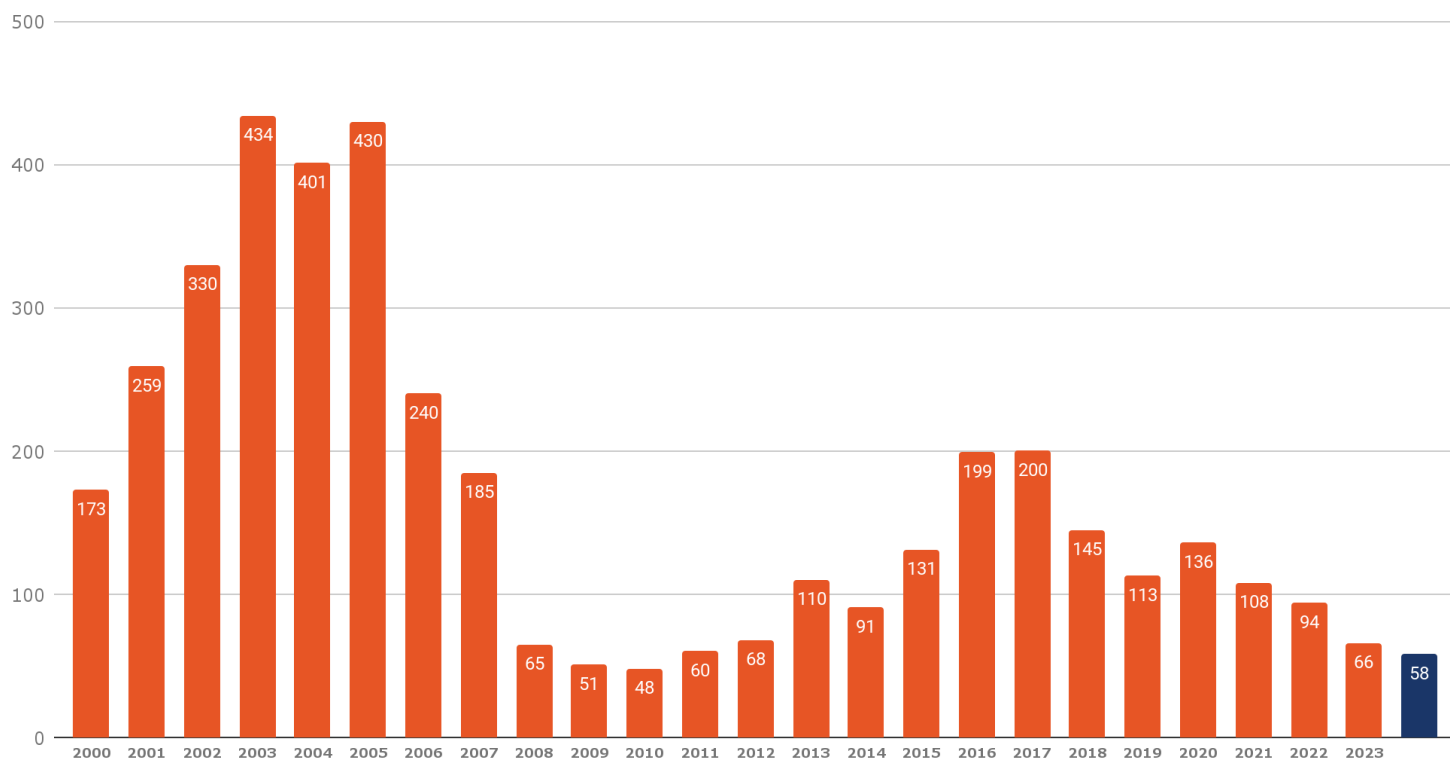
TYPE OF PERMIT	AUG 2024	2024 YTD	2023 YTD	2023 TOTAL
Detached Single-Family Residential	11	47	50	71
Attached Single-Family Residential	0	80	70	110
Multi-Family Residential (apartment)	0	13	0	0
Miscellaneous Residential (deck; roof)	66	449	479	753
Commercial - New, Additions, Alterations	4	23	17	27
Sign Permits	9	48	46	64
BUILDING INSPECTIONS	AUG 2024	2024 YTD	2023 YTD	2023 TOTAL
Total No. of Inspections	459	3,278	3,620	5,514
Residential Inspections	262	2,073	1,701	2,836
Commercial Inspections	197	1,205	1,919	2,678
INVESTMENT	AUG 2024	2024 YTD	2023 YTD	2023 TOTAL
Total Residential Permit Valuation	\$3,789,600	\$35,906,260.00	\$32,267,640	\$47,930,930
Total Commercial Permit Valuation	\$0	\$34,938,341.00	\$34,543,550	\$40,675,232

BUILDING CONSTRUCTION ACTIVITY -

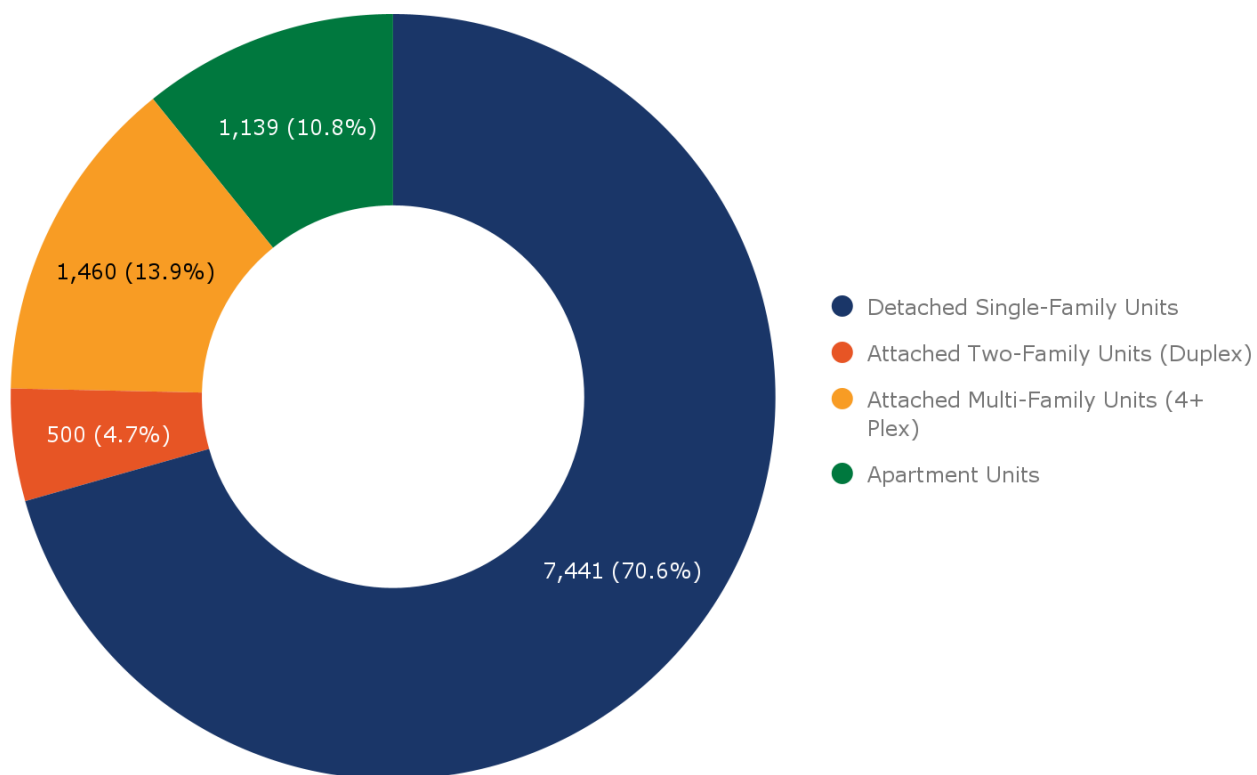
- Vertical constriction of the multi-tenant building located at [1830-1832 W. Foxwood Drive](#) continues, including masonry block construction and underground electrical work.
- Framing and sheathing of exterior walls and trusses at the [Chick-Fil-A](#) project continues. Parking lot improvements and lighting are also under construction.
- The expansion and remodel of Walmart continues to progress. Footings, foundation, masonry block construction, plumbing and electrical work are underway.
- Building Official Jon Woerner continues routine building inspections at the Raymore Activity Center expansion project.
- Building permits were released in the Eastbrooke at Creekmoor 4th phase.

BUILDING PERMIT TRENDS AND HOUSING UNIT INVENTORY -

Single Family Housing Permit Trends 2000-2024



Existing Housing Unit Inventory



CODE ENFORCEMENT ACTIVITY -

CODE ENFORCEMENT	AUG 2024	2024 YTD	2023 YTD	2023 TOTAL
Code Enforcement Cases Opened	77	581	531	682
<i>Notices Mailed</i>		0		
-Tall Grass/Weeds	22	139	115	131
- Inoperable Vehicles	24	199	181	230
- Junk/Trash/Debris in Yard	15	90	86	125
- Object placed in right-of-way	0	8	15	19
- Parking of vehicles in front yard	5	31	22	31
- Exterior home maintenance	3	62	61	76
- Other (trash at curb early; signs; etc)	0	0	0	0
Properties mowed by City Contractor	10	43	55	59
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	3	4	5
Signs in right-of-way removed	51	442	362	628
Violations abated by Code Officer	6	35	40	55

PLANNING AND ZONING ACTIVITY -

CURRENT PROJECTS -

- Comprehensive Plan
- Informational Brochure Updates
- Timber Ridge Rezoning & Preliminary Plat R-1P to R-2
- White Tail Run PUD Rezoning & Preliminary Plan
- UDC Annual Review and Update
- Peak Auto Group (217 N. Madison) Variance of Use (Vehicle Sales as CUP)
- Peak Auto Group (217 N. Madison) Conditional Use Permit

ACTIONS OF BOARDS, COMMISSIONS & CITY COUNCIL -

AUGUST 6, 2024 PLANNING AND ZONING COMMISSION -

- Meeting canceled due to lack of business items.

AUGUST 12, 2024 CITY COUNCIL MEETING -

- 1st Reading - Chick Fil A Signage Conditional Use Permit (public hearing), recommended approval

AUGUST 14, 2024 GOOD NEIGHBOR MEETING-

- Timber Ridge Rezoning & Preliminary Plat - City Council Chamber (6:00pm)

AUGUST 20, 2024 PLANNING AND ZONING COMMISSION -

- Southtown Storage Site Plan Amendment/Expansion, approved

AUGUST 26, 2024 CITY COUNCIL MEETING -

- 2nd Reading - Chick Fil A Signage Conditional Use Permit, approved

UPCOMING MEETINGS - SEPTEMBER

SEPTEMBER 3, 2024 PLANNING AND ZONING COMMISSION -

- 2025-2029 Capital Improvement Program (public hearing)
- 2024 Annual UDC Review

SEPTEMBER 9 2024 CITY COUNCIL MEETING -

- No Development Services items currently scheduled

SEPTEMBER 11, 2024 BOARD OF ADJUSTMENT MEETING -

- Peak Auto Group (217 N Madison) Variance of Use - Vehicle Sales in C-2 Zoning District

SEPTEMBER 17, 2024 PLANNING AND ZONING COMMISSION -

- Timber Ridge Rezoning (public hearing)
- Timber Ridge Preliminary Plat (public hearing)
- Peak Auto Group Conditional Use Permit - Vehicle Sales in C-2 Zoning District (public hearing)

SEPTEMBER 18 2024 GOOD NEIGHBOR MEETING - CITY HALL

- White Tail Run PUD Rezoning and Preliminary Plan - **6:00pm at City Hall**

SEPTEMBER 23 2024 CITY COUNCIL MEETING -

- No Development Services items currently scheduled

DEPARTMENT ACTIVITY & EVENTS - AUGUST

- An application was received for the proposed rezoning and preliminary plat of the [Timber Ridge Subdivision](#), located generally at the northeast corner of Dean Avenue and Johnston Drive. The request includes the rezoning of the property from R-1P Single Family Residential Planned District to R-2 Single and Two-Family Residential District.
- Development Services Director David Gress and Economic Development Director Jordan Lea met with representatives from West Central Community Action Agency to discuss the issues around transportation.
- **A Good Neighbor Informational Meeting was held on Wednesday, August 14** for the proposed [Timber Ridge Subdivision](#), located generally at the northeast corner of Dean Avenue and Johnston Drive.
- Development Services staff met with a residential developer to discuss the potential development of the White Tail Run subdivision.

- GIS Coordinator Thomas Ehlinger met with staff to review the City's Addressing and Street Naming Policy for new development.
- GIS Coordinator Thomas Ehlinger completed a comprehensive inventory of the City's street and landscape medians.
- The regularly scheduled meeting of the Planning and Zoning Commission for Tuesday, Aug. 6 was canceled. Economic Development Director Jordan Lea attended the Missouri Economic Development Council (MEDC) board meeting and Public Policy Committee meeting.
- Economic Development Director Jordan Lea and Development Services Director David Gress attended the Raymore Chamber of Commerce Events Committee meeting.
- Economic Development Director Jordan Lea attended the International Economic Development Council's (IEDC) Emerging Leaders Advisory Committee meeting.
- Economic Development Director Jordan Lea and Development Services Director David Gress attended the Raymore Chamber of Commerce monthly Coffee and Conversation event held at the Ray-Pec Public School Foundation.
- Economic Development Director Jordan Lea attended the Regional Workforce Intelligence Network (RWIN) meeting hosted by the Mid-America Regional Council (MARC).
- Economic Development Director Jordan Lea and Development Services Director David Gress volunteered at the Raymore Chamber of Commerce's 29th Annual Bill McDaniel Classic Golf Tournament.
- Economic Development Director Jordan Lea attended Heartland Certified Public Manager Program presented by the University of Kansas Public Management Center.
- Economic Development Director Jordan Lea attended a planning meeting for the upcoming Cass County Transportation Summit. **The Summit will be held from 10 a.m. to 2 p.m. on Oct. 29 at Centerview, 227 Municipal Circle.**
- Economic Development Director Jordan Lea attended the monthly International Economic Development Council's Marketing Advisory committee meeting.
- The Planning and Zoning Commission met on Tuesday, Aug. 20, and reviewed a Site Plan Amendment application for South Town Storage located at 200 S. Lincoln Rd. The request was to construct two enclosed storage buildings in two phases. The Planning and Zoning Commission voted unanimously to approve the Site Plan Amendment.
- Economic Development Director Jordan Lea attended a Workforce YOU meeting as well as the Childcare Committee meeting and the Transportation Summit planning meeting.
- Economic Development Director Jordan Lea co-hosted a tour of the Nuuly facility for the Missouri Economic Development Council's District 3 members.
- Economic Development Director Jordan Lea attended annual Community Improvement District and Transportation Development District board meetings.
- Economic Development Director Jordan Lea and Development Services Director David Gress attended the monthly Raymore Chamber of Commerce board meeting.
- Economic Development Director Jordan Lea attended the KC2026 World Cup Briefing for Local Officials hosted by the Mid America Regional Council.

- Economic Development Director Jordan Lea attended the Women in Development summer event hosted by the Kansas City Area Development Council.
- City Staff met with the Raymore-Peculiar School District to discuss current projects.
- An application was filed requesting the rezoning and preliminary development plan approval for the remaining land surrounding the [White Tail Run subdivision](#), located generally at the intersection of 195th Street and Elk Drive. **A Good Neighbor Informational Meeting has been scheduled for Wednesday, September 18, 2024 at 6:00pm** in the Council Chambers of City Hall. Interested residents are encouraged to attend!
- Development Services staff prepared the annual Nuisance Abatement Certification forms to be received by the Cass County Collector's Office.
- The Development Services Department finished the 2024 Annual Review of the Unified Development Code. Staff will present their findings and recommendations to the Planning and Zoning Commission at the September 3 meeting.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: Raymore Municipal	Reporting Period: Nov 1, 2023 - Aug 30, 2024	
Mailing Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083				
Physical Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083			County: Cass County	Circuit: 17
Telephone Number: (816)3311712		Fax Number:		
Prepared by: Angela Davis		E-mail Address:		
Municipal Judge:				
<u>II. MONTHLY CASELOAD INFORMATION</u>		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		80	1,483	574
B. Cases (citations/informations) filed		54	1,892	403
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	10	6
3. court/bench trial - NOT GUILTY		0	8	6
4. plea of GUILTY in court		63	1,113	262
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	578	6
6. dismissed by court		0	86	29
7. <i>nolle prosequi</i>		5	43	67
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		68	1,838	376
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		66	1,537	601
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	865	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	745	☐ Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	1,842			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Raymore Municipal	Reporting Period: Nov 1, 2023 - Aug 30, 2024
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$175,695.45	Bad Check Fee	\$200.00
Clerk Fee - Excess Revenue	\$17,620.26	Bad Check Fee-E/R	\$25.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$543.55	Bonds Applied	\$500.00
Bond forfeitures (paid to city) - Excess Revenue	\$1,757.50	Court Automation	\$13,428.14
Total Excess Revenue	\$195,616.76	Law Enf Arrest Costs-E/R	\$200.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Law Enf Arrest-Local	\$5,301.50
		Overpayments Detail Code	\$1,263.00
Fines - Other	\$67,872.00	Total Other Disbursements	\$20,917.64
Clerk Fee - Other	\$5,438.39	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$324,554.39
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$0.00	Bond Refunds	\$19,868.50
Peace Officer Standards and Training (POST) Commission surcharge	\$1,922.25	Total Disbursements	\$344,422.89
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$13,705.96		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$167.69		
Law Enforcement Training (LET) Fund surcharge	\$3,840.88		
Domestic Violence Shelter surcharge	\$7,651.50		
Inmate Prisoner Detainee Security Fund surcharge	\$3,832.88		
Restitution	\$220.94		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$3,367.50		
Total Other Revenue	\$108,019.99		

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, AUGUST 26, 2024, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, CIRCO, ENGERT, HOLMAN, AND MILLS. 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

Officer Stephanie Hornbeck presented Battle of the Badges Public Safety scholarships in the amount of \$550 each to the Raymore-Peculiar Public School Foundation and the Belton Educational Foundation.

5. Personal Appearances

6. Staff Reports

Public Works Director Trent Salsbury and Parks and Recreation Director Nathan Musteen reviewed their staff reports included in the Council packet. They answered questions from Council.

Communications Director Melissa Harmer provided a review of upcoming activities. She also announced a Civic Academy that will provide information on each of the departments in the city. She answered questions from Council.

City Manager Jim Feuerborn stated there would not be a work session on September 2 due to Labor Day.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, August 12, 2024

B. Resolution 24-24: Eastbrooke 4th Acceptance of Public Improvements

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

9. Unfinished Business

A. Chick-Fil-A Conditional Use Permit for Signage

BILL 3909: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, GRANTING A CONDITIONAL USE PERMIT PURSUANT TO CITY CODE SECTION 435.100 FOR ADDITIONAL SIGNAGE TO BE INSTALLED FOR CHICK-FIL-A ON THE PROPERTY LOCATED AT 1920 W. FOXWOOD DRIVE, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3909 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3909 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3909 as **Raymore City Ordinance 2024-038**.

B. Setting the 2024 Tax Levy

BILL 3908: "AN ORDINANCE PURSUANT TO SECTION 67.110 OF THE REVISED STATUTES OF MISSOURI LEVYING GENERAL AND SPECIAL TAXES IN THE CITY OF RAYMORE, MISSOURI, FOR THE YEAR 2024."

City Clerk Erica Hill conducted the second reading of Bill 3908 by title only.

MOTION: By Councilmember Mills, second by Councilmember Baker to amend Bill 3908 to set the levies at the following amounts: Section 1 General Purposes to be set at \$0.3949, Section 2 Sinking Fund to be set at \$0.7170, and the Park Levy to be set at \$0.1063.

DISCUSSION: Mayor Turnbow asked City Manager Jim Feuerborn to review the staff proposed levy amounts.

City Manager Jim Feuerborn stated the staff proposed levy for the General Fund is \$0.3962 and the requested amendment is for \$0.3949. The staff proposed amount for the Parks and Recreation levy is \$0.1066 and the requested amendment is for \$0.1063. The Debt Service Fund would remain the same at \$0.7170. This would result in a reduction of \$0.0013 for the General Fund and a reduction in the Parks and Recreation Fund of \$0.003.

Mayor Turnbow asked Councilmember Mills if he realizes the impact this would have on the budget as it relates to the tax levy. Councilmember Mills acknowledged that the City would have to make budget adjustments just as the residents of Raymore are making adjustments.

Councilmember Burke asked the sponsors of the amendment for the economic impact data from their research. Councilmember Mills indicated that there was no research, the motion was to keep the tax levies at the current levels as we are operating successfully under that levy. Councilmember Burke also inquired if staff had been consulted about what impact this would have on the upcoming budget process. Councilmember Mills indicated that he asked if this amendment could be made.

Councilmember Barber stated that his research concluded that his property taxes would increase by \$1.25 and Councilmember Mills would increase by \$0.74. He added that if there wasn't an adjustment to the formula to calculate personal property, the levy would have gone down. Our valuation is over \$4 million lower than the previous year due to the change in the formula to calculate those rates. He also noted the levy in 2019 was \$1.2497, higher than the proposed levy.

Mayor Turnbow stated the levy was initially established by the community and the Hancock Amendment allows for adjustments in order to stay current with the cost of living.

Councilmember Abdelgawad asked Councilmember Mills what the monetary impact would be to the proposed budget. Councilmember Mills stated that he did not have the exact dollar amount and noted decisions would have to be made within the budget. He stated that the budget can sustain hiring another police officer without raising the levy.

Mr. Feuerborn provided the history of tax levies and the impact of a reduction. \$1,960,808 was garnered last year from the levy. This year is expected to be

\$1,960,808 with the staff proposed levy. He noted we are limited to the lower of these 3: 5% cap, growth rate percentage, or inflation rate. He reviewed the Hancock Amendment, stating the amendment creates a protection for the taxpayers due to the limits it creates. He also reviewed the levy history for Raymore over the last 20 years. He stated the personal property going down by \$4 million has led to a situation where our total assessed valuation has gone backwards, leading to a 0% growth. We have to use the lowest of 3 factors: 0% growth, 3.4% inflation, or the 5% cap. As the growth rate was 0%, we have to use that, limiting us to only collect what was collected last year: \$1,960,808.

Mayor Turnbow stated that this a revenue neutral request for a change in the levy to maintain the level of services the City of Raymore provides. Mr. Feuerborn confirmed. He also stated we are legally allowed to collect this levy and that lowering it would be a roll-back, resulting in lowering the tax rate ceiling for the following year.

Councilmember Holman stated that the motion makes no sense and implored Council to vote against this amendment.

Councilmember Baker stated that the only people paying for services in Raymore are the citizens of Raymore, noting very little outside people spending money here. He stated the motion is worthy of discussion.

Councilmember Barber stated that there are 9 taxing districts on our property taxes and the taxes paid to Raymore are well worth the services the city provides.

Councilmember Abdelgawad stated that making a decision on something this important should be based on data.

ROLL CALL VOTE:	Councilmember Abdelgawad	Nay
	Councilmember Baker	Aye
	Councilmember Barber	Nay
	Councilmember Burke III	Nay
	Councilmember Circo	Nay
	Councilmember Engert	Nay
	Councilmember Holman	Nay
	Councilmember Mills	Aye

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve Bill 3908 in its original version, as presented, by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Nay
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye

Councilmember Engert	Aye
Councilmember Holman	Aye
Councilmember Mills	Nay

Mayor Turnbow announced the motion carried and declared Bill 3908 as **Raymore City Ordinance 2024-039**.

C. Award of Contract - Fire Hydrant and Valve Replacement Project

BILL 3910: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LEGACY UNDERGROUND CONSTRUCTION, INC. FOR THE 2024 FIRE HYDRANT AND VALVE REPLACEMENT PROJECT, CITY PROJECT NUMBER 24-457-201, IN THE AMOUNT OF \$217,600 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the second reading of Bill 3910 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3910 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3910 as **Raymore City Ordinance 2024-040**.

10. New Business

A. Infrastructure Reimbursement Agreement

BILL 3911: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY TO ENTER INTO A REIMBURSEMENT AGREEMENT WITH KCI RAYMORE SOUTH, LLC, RELATED TO PUBLIC INFRASTRUCTURE IMPROVEMENTS IN THE CITY."

City Clerk Erica Hill conducted the first reading of Bill 3911 by title only.

Economic Development Director Jordan Lea reviewed the staff report included in the Council packet. The City is partnering with KCI Raymore South, LLC to complete the Dean Avenue extension and 195th Street improvements. The Infrastructure Reimbursement Agreement allows the City to submit KCI Raymore South, LLC's project reimbursement request to the Missouri Highways and Transportation Commission for approval and reimbursement once the project is completed. In January 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 traffic signal at Dean Avenue and North Cass Parkway is complete.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3911 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

11. Public Comment

Pam Jenkins Hatcher, 1403 N. Madison, appreciated the intent to attempt to lower taxes, however, as a taxpayer and small business owner would be against the reduction in the proposed rates. She encouraged the Council to consider assistance to our local businesses.

Reginald Townsend, 1914 Sequoia Drive, echoed the previous comments, appreciating the conversation around the topic.

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers noted the success of the mini mud run, congratulated Mr. Salsbury on his promotion to Public Works Director, promoted upcoming events, thanked the Belton and Raymore Police Departments, Belton Fire Department, and South Metro Fire for the battle of the badges scholarships.

Councilmember Burke promoted education on civic matters.

Councilmember Mills feels our citizens deserve open, honest communication.

Mayor Turnbow discussed the levy and stated he's in a Mayor's forum at MARC to examine how the metro area handles solid waste.

13. Adjournment

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to adjourn.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

The regular meeting of the Raymore Council adjourned at 7:09 p.m.

Respectfully submitted,

Erica Hill
City Clerk



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 8/26/2024

SUBMITTED BY: Jordan Lea

DEPARTMENT: Economic Development

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Infrastructure Reimbursement 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:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3911
2. Infrastructure Reimbursement Agreement

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 traffic signal at Dean Avenue and North Cass Parkway is complete. The City is partnering with KCI Raymore South, LLC (VanTrust Real Estate (VTRE Development, LLC)) to complete the Dean Avenue extension and 195th Street improvements.

The Infrastructure Reimbursement Agreement allows the City to submit KCI Raymore South, LLC's project reimbursement request(s) to the Missouri Highways and Transportation Commission for approval and reimbursement, once the project is completed.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY TO ENTER INTO A REIMBURSEMENT AGREEMENT WITH KCI RAYMORE SOUTH, LLC, RELATED TO PUBLIC INFRASTRUCTURE IMPROVEMENTS IN THE CITY."

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 an amount equal to fifty-percent (50%) of the estimated construction costs associated with the infrastructure improvements; and,

WHEREAS, the City and the Commission entered into a Transportation Cost Share Agreement (the "Cost Share Agreement") approved on June 26, 2023, by Ordinance No. 2023-050, regarding the terms and conditions of the project; and,

WHEREAS, KCI Raymore South, LLC (the "Developer"), or its affiliate, is the developer of the Raymore Commerce Center and Raymore Commerce Center South developments, and the City and the Developer desire to enter into a Reimbursement Agreement (the "Reimbursement Agreement") pursuant to which the Developer, or its designated contractor, will design and construct a portion of the infrastructure improvements contemplated in the Cost Share Agreement, and Developer will receive reimbursement from the City for such infrastructure improvements from a portion of the funds received by the City pursuant to the Cost Share Agreement.

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

Section 1. The City Manager is hereby authorized and directed to enter into the Reimbursement Agreement, attached hereto as Exhibit A.

Section 2. The Mayor, City Manager, City Clerk and other officers, agents and employees of the City are authorized to administer the Reimbursement Agreement, and effectuate the terms of the Agreement.

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 AUGUST, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF SEPTEMBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

INFRASTRUCTURE REIMBURSEMENT AGREEMENT

Missouri Highways and Transportation Commission

Governor's Cost Share Program

KCI Raymore South, LLC

City of Raymore, Missouri

THIS INFRASTRUCTURE REIMBURSEMENT AGREEMENT (this "Agreement") is made and entered into as of this ____ day of August, 2024 by and between the CITY OF RAYMORE, MISSOURI, a Missouri municipal corporation and constitutional charter city located in Cass County (the "City") and KCI Raymore South, LLC, LLC, having a mailing address at 4900 Main Street, Suite 400, Kansas City, MO 64112, or permitted assigns (the "Developer").

RECITALS

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 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 public infrastructure improvements including those described herein (the "Public 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 the Public Infrastructure Improvements comprised of road and bridge improvement projects off the State Highway System, and awarded the City not to exceed \$3,645,985, equal to fifty-percent (50%) of the estimated construction costs associated with the Public Infrastructure Improvements; and,

WHEREAS, on June 26, 2023, the City entered into a Cost Share Agreement (the "Cost Share Agreement") with the Missouri Highways and Transportation Commission regarding the terms and conditions of the Program; and,

WHEREAS, because the Developer or its affiliate is the developer of the Raymore Commerce Center and Raymore Commerce Center South developments, the City and Developer agree that the Developer, or its designated contractor, is best situated to design and construct certain of the Public Infrastructure Improvements on behalf of the City; and,

WHEREAS, the City wishes, as the recipient of the grant funding, to coordinate the Public Infrastructure Improvements (defined herein) approved under the grant, and to enter into this Agreement with the Developer to ensure the allocated funds are appropriated to the Public Infrastructure Improvements (defined herein) and reimbursed to the Developer consistent with the terms and conditions of the grant.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual promises and obligations of the parties hereto being the City and the Developer, each party hereby agree as follows:

1. The Public Infrastructure Improvements will consist of one project with two portions: (a) Dean Avenue Extension, and (b) 195th Street Improvements, all as more particularly described below:

(i) **Dean Avenue Extension.** The City hereby directs the Developer, or its designated contractor, to design and construct approximately 2,800 linear feet of roadway extending Dean Avenue south of its current terminus to provide a connection to 195th Street, including the reconstruction of a culvert bridge above the existing floodplain, and provide a new access road into the Raymore Pump House (the “Dean Avenue Extension”), all costs of which are eligible to be reimbursed to the Developer pursuant to this Agreement.

(ii) **195th Street Improvements.** The City hereby directs the Developer, or its designated contractor, to design and construct the widening of 195th Street from its intersection with Dean Avenue east to Developer’s eastern property line (the “195th Street Improvements”), all costs of which are eligible to be reimbursed to the Developer pursuant to this Agreement.

The Public Infrastructure Improvements are depicted on Exhibit A, attached hereto.

2. **Project Eligibility and Specifications.** The Public Infrastructure Improvements are contemplated under the approved development plans associated with the Raymore Commerce Center South development. The parties have agreed that the coordination of projects under the terms of this Agreement benefit the City and the Developer by improving the safety and connectivity within the area and promoting the economic growth of the City. Reimbursement is eligible to be provided pursuant to this Agreement upon completion of the Public Infrastructure Improvements.

3. Project Requirements and Responsibilities.

The Developer shall be responsible for letting the Public Infrastructure Improvements, including the design and construction of such improvements. The Developer shall award the contract to the lowest, responsive, and responsible bidder and shall comply with the prevailing wage requirements under RSMo. 290.210 to 290.340. The Developer has submitted to the City, and the City has approved, the plans and specification for the Public Infrastructure Improvements, as well as the design-build construction contract (including Developer’s bidding process requirements related thereto) related to the Public Infrastructure Improvements. Prior to the commencement of work relating to the Public Infrastructure Improvements, the Developer shall obtain any and all permits, and satisfy all applicable fees related to the construction project.

4. **Reimbursement.** Reimbursement to Developer under this Agreement shall be made subject to the following:

(i) Reimbursement Breakout

(a) The cost of the Public Infrastructure Improvements is estimated to be \$5,503,866. The final amount of reimbursement by the City to the Developer through the Program shall be equal to fifty-percent (50%) of the actual cost of the Public Infrastructure Improvements, not to exceed \$2,751,933.

(b) Notwithstanding anything herein to the contrary, if the total reimbursement under Section 4(i)(a) is less than \$2,751,933, the Developer shall, pursuant to Section 4.02 of the Development and Performance Agreement between the City and the Developer dated December 15, 2023 (the "Development Agreement"), receive waiver or reimbursement of Excise Tax Fees and Building Permit Fees in an amount equal to the difference of (1) \$2,751,933, minus (2) amounts actually received as reimbursement for the Public Infrastructure Improvements. The Developer shall be one-hundred percent (100%) responsible for the balance of the reimbursable construction contract costs for the Public Infrastructure Improvements.

(ii) It is understood and agreed by and between the parties that the City shall not remit any reimbursement payment to the Developer which could cause the aggregate of payments under this agreement to the Developer to exceed \$2,751,933.

(iii) The parties understand and agree that reimbursement under this Agreement precludes the Developer from seeking waiver or reimbursement of Excise Tax Fees and Building Permit Fees, as defined or contemplated in the Development Agreement, to the extent, and expressly subject to, Developer's actual receipt of reimbursement hereunder exceeding \$2,751,933.

(iv) The Developer may request reimbursement for eligible costs incurred at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement may be submitted to the City monthly and shall be supported with invoices and documentation that its providers were paid in full for the work performed and all additional supporting documentation or information as may be required by the Missouri Department of Transportation (MoDOT) from time to time pursuant to the terms of the Program. 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.

(v) Upon receipt of a request for reimbursement from the Developer, the City shall submit such request, with required documentation, to the MoDOT for review and approval. Upon approval from MoDOT, and receipt of the requested reimbursement, the City shall remit payment to the Developer within thirty (30) days.

(vi) It is understood and agreed by and between the parties that construction of the Public Infrastructure Improvements and reimbursement under the Program may extend

beyond the date (December 31, 2024) established for reimbursement through Cost Share Funds (as defined in the Development Agreement) under the Development Agreement. The parties agree to extend the date of December 31, 2024, in Section 4.02 of the Development Agreement to December 31, 2025, provided, however, the Company (under the Development Agreement) may seek waiver of Excise Tax Fees and/or Building Permit Fees prior to such date, which granted waiver(s) will reduce the amount to be reimbursed through the Program on a dollar-for-dollar basis (i.e., in no event will Developer's aggregate receipt of reimbursement hereunder and waiver of Excise Tax Fees and Building Permit Fees exceed \$2,751,933).

5. **Rights of Way, Easements, and Permissions.** The work contemplated to be performed within this Agreement shall occur in the existing Right-of-Way, when possible. The work associated with the Public Infrastructure Improvements will require the obtaining of new right-of-way and/or easements from or on private property. The Developer, as part of this Agreement, agrees to obtain the required right-of-way and/or easement in order to facilitate the construction of the Public Infrastructure Improvements. Upon completion of the Public Infrastructure Improvements described above, the Developer shall dedicate any newly obtained rights-of-way to the City.

6. **Notices.** Any notice, demand, or other communication required or permitted by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States certified mail, return receipt requested, postage prepaid, nationally recognized overnight courier (e.g., FedEx), electronic delivery, or delivered personally; or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

(i) In the case of the Developer, to:
KCI Raymore South, LLC
Attn: Grant Harrison
4900 Main Street, Suite 400
Kansas City, Missouri 64112
Email: grant.harrison@vantrustre.com

(ii) In the case of the City, to:
The City of Raymore
Attn: City Manager
100 Municipal Circle
Raymore, Missouri 64083
Email: jfeuerborn@raymore.com

7. **Choice of Law.** This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of State of Missouri for all purposes and intents.

8. **Entire Agreement: Amendment.** The parties agree that this Agreement constitutes the entire agreement on the construction and reimbursement of the costs of the Public Infrastructure

Improvements through the Program. This Agreement shall only be amended in writing and effective when signed by the authorized agents of the parties.

9. **Assignment of Reimbursement Rights.** The Developer, with the written consent and approval of the City Manager, not to be unreasonably withheld, conditioned or delayed, shall have the right to assign the rights to reimbursement under this Agreement in order to effectuate the design and construction of the Public Infrastructure Improvements described herein.

10. **Severability.** In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE CITY OF RAYMORE, MISSOURI

By: _____

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

KCI RAYMORE SOUTH, LLC

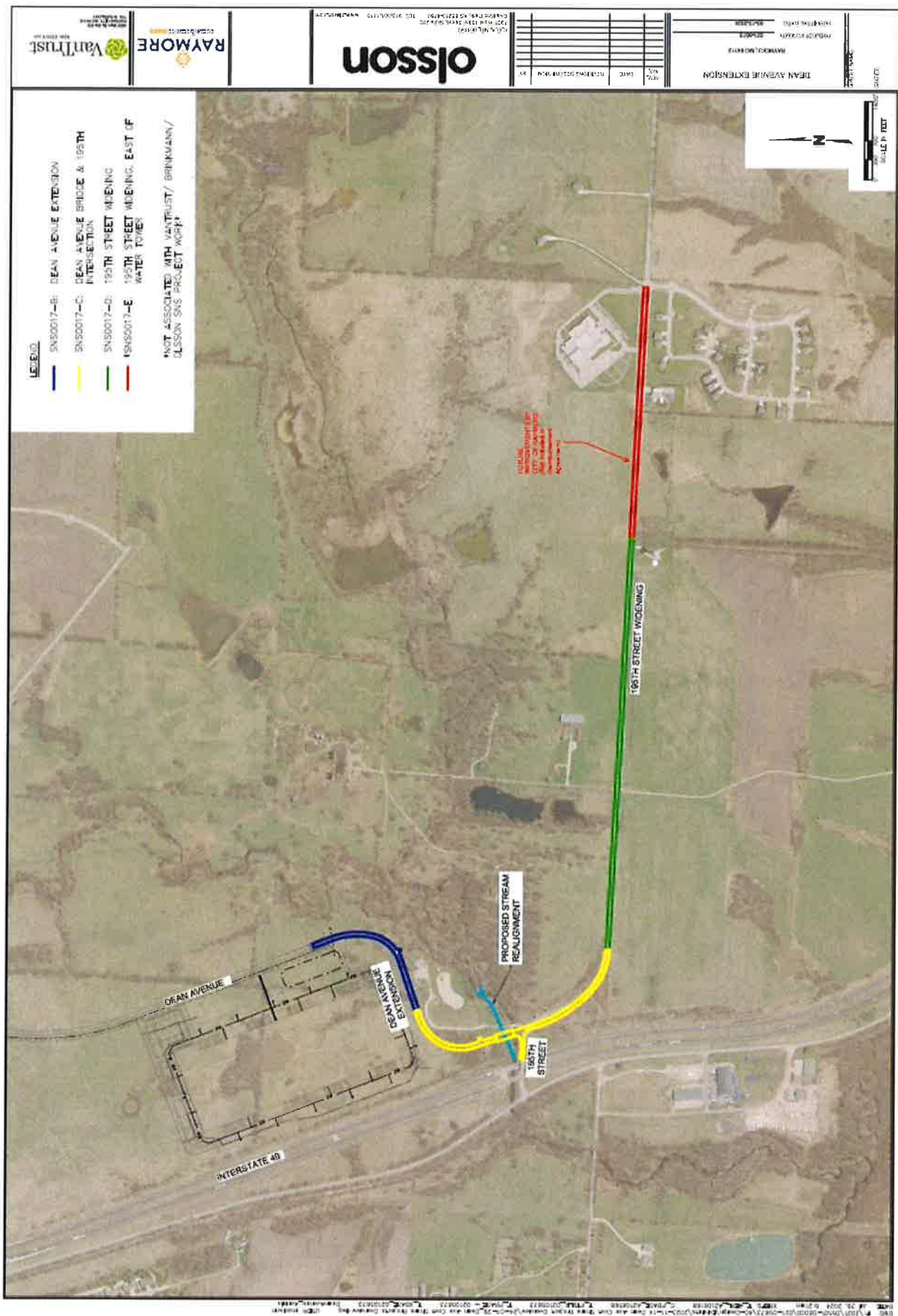
By:  _____

David M. Harrison, Manager

EXHIBIT A

PUBLIC INFRASTRUCTURE IMPROVEMENTS

[Attached.]





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 9/9/2024

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Intergovernmental Cooperative Agreement for Integrated Emergency Services

STRATEGIC PLAN GOAL / STRATEGY

Goal 2.1.2 Enhance and strengthen emergency preparedness response and recovery

FINANCIAL IMPACT

Award To: Cass County Emergency

Amount of Request/Contract: \$86,179.05

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date

9/30/2024

Estimated End Date

9/30/2029

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3914
2. Agreement

BACKGROUND / JUSTIFICATION

Bill 3914 seeks authorization to enter into an Intergovernmental Cooperative Agreement with the City of Harrisonville, Missouri, the Cass County Sheriff's Office, the City of Belton, Missouri, the City of Peculiar, Missouri, and the Cass County Emergency Services Board

(ESB) to purchase an integrated public safety software system for computer-aided dispatch, records management, and a jail management system.

The ESB provides a consolidated software for central dispatching of law enforcement, fire protection, and emergency ambulance services, including emergency telephone services to participating municipalities and emergency responder agencies within Cass County, Missouri. The ESB has representatives from each of the participating entities to identify the ongoing inter-agency technology needs, including the benefits of computer-aided dispatch, records management, and jail management.

The ESB and participating agencies have identified CentralSquare's Public Safety Pro Suite (CentralSquare Suite) to provide the above-referenced technology. The CentralSquare Suite will include acquisition of both the software license subscriptions as well as corresponding computer hardware at a total cost of \$353,495.97 (Purchase Price).

The Purchase Price will be paid for by the ESB and each of the participating agencies over a five-year period. The parties have determined that it is in their best interest to enter into an agreement for the funding, operation, and administration of the CentralSquare Suite and associated Purchase Price for the same. Bill 3914 seeks approval to enter into that agreement and to fund the same.

Under the agreement, Raymore will be responsible for a total of \$86,179.05 to be paid in installments of \$17,235.81 per year for five years.

"AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF RAYMORE, MISSOURI, TO ENTER INTO AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR FUNDING, OPERATION, AND ADMINISTRATION OF AN INTEGRATED PUBLIC SAFETY SOFTWARE SYSTEM."

WHEREAS, the City of Harrisonville, Missouri, the Cass County Sheriff's Office, the City of Belton, Missouri, the City of Pleasant Hill, Missouri, the City of Peculiar Missouri, and the City of Raymore, Missouri are all participating agencies (the "Agencies") in the Cass County Emergency Services Board (the "ESB"); and,

WHEREAS, the ESB provides central dispatching of law enforcement, fire protection, and emergency ambulance services, including emergency telephone services within multi-jurisdictions of Cass County; and,

WHEREAS, the ESB and representatives of the Agencies have identified a need for technology to better serve the residents of Cass County, including an integrated public safety software system consisting of computer-aided dispatch, records management, and jail management; and,

WHEREAS, the ESB and the Agencies have selected CentralSquare's Public Safety Pro Suite , including both software licenses and corresponding computer hardware to provide the needed technology; and

WHEREAS, the parties have determined that it is in their best interests to enter into a written intergovernmental cooperative agreement ("Agreement") for the funding, operation, and administration of the Central Square Public Safety Pro Suite.

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

Section 1. Approval of Agreement. The Agreement is hereby approved a copy of which is attached hereto and incorporated herein as Exhibit "A".

Section 2. Authorization for Execution. The Mayor is hereby authorized and directed to execute the Agreement on behalf of the City pursuant to Section 4.4(e) of the Charter.

Section 3. Authorization for Implementation and Payment. The City Manager is authorized and directed to take all necessary steps under the Agreement to implement its terms including the payment of up to Eighty-Six Thousand One Hundred Seventy-Nine and 05/100 Dollars (\$86,179.05) to the ESB for purchase of necessary hardware and software licenses from CentralSquare.

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 9TH DAY OF SEPTEMBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF SEPTEMBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

This Intergovernmental Cooperative Agreement ("Agreement") is made by and between the City of Harrisonville, Missouri ("Harrisonville"); the Cass County Sheriff's Office ("Sheriff's Office"); the City of Belton, Missouri ("Belton"); the City of Pleasant Hill, Missouri ("Pleasant Hill"); the City of Peculiar, Missouri ("Peculiar"); the City of Raymore, Missouri ("Raymore"); and the Cass County Emergency Services Board ("ESB") (collectively, a "Party" or the "Parties"). The Parties, excepting the ESB, are sometimes referred to collectively as the "Agencies" or singularly as an "Agency."

WHEREAS, the ESB is responsible for providing consolidated software for central dispatching of law enforcement, fire protection, emergency ambulance service, including emergency telephone services, and other emergency services; and

WHEREAS, the Parties desire to use an integrated public safety software system consisting of computer-aided dispatch ("CAD"), records management system ("RMS"), and jail management system ("JMS"); and

WHEREAS, the ESB and Agencies selected CentralSquare's Public Safety Pro Suite to provide the integrated CAD, RMS, and JMS (the "Software Suite"); and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to provide for the funding, operation, and administration of the Software Suite.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the Parties understand and agree as follows:

1. **Purpose.** The purpose of this Agreement is to share certain public safety operations resources by and between the Parties. These resources include public safety hardware, software and other support services. This Agreement is intended to benefit the citizens of Cass County by improving delivery of E911 services, improving efficiency of public safety operations, and standardizing data among the Parties.
2. **Technology Provider.** The ESB selected the proposal of CentralSquare Technologies by adoption of Resolution No. 22-008 on June 22, 2022, following a request for proposals process. The Parties agree to CentralSquare Technologies as the Software Suite vendor. CentralSquare will provide the servers necessary for the Software Suite. CentralSquare retains ownership of the Pro hardware servers which comprise the Software Suite. Equipment currently owned by a Party will remain the property and responsibility of that Party.
3. **Timeframe.** The ESB/CentralSquare agreement establishes a 5-year annual subscription-based pricing model for which CentralSquare provides a fully managed-service approach to the Software Suite as a whole, foregoing standard limited warranties in favor of full support and maintenance on an ongoing basis. Accordingly, this Agreement is intended to

be in effect for 5 years. The **Parties** agree to meet at the end of the 3rd year following the Software Suite's "Go Live" date to begin discussing possible solutions for needed integrated public safety software system at the end of the 5 years. Nothing prevents the **Parties** from meeting sooner.

4. **Cost-Sharing**

- a. The cost breakdown for the Software Suite is as follows:
 - i. Annual subscription - \$353,495.97.
- b. The **Parties** agree to share in the annual subscription amount (an amount due each year for 5 years) as follows:
 - i. ESB - \$204,437.87;
 - ii. Belton - \$27,257.98;
 - iii. Sheriff's Office - \$73,410.73;
 - iv. Harrisonville - \$11,262.25;
 - v. Pleasant Hill - \$7,501.59;
 - vi. Raymore - \$17,235.81;
 - vii. Peculiar - \$6,155.70.
- c. The **ESB** will pay all amounts due CentralSquare under the agreement between the **ESB** and CentralSquare. The **ESB** will then submit invoices to the **Agencies** for reimbursement of their respective amount as provided in the Cost section. The **Agencies** agree to pay such invoiced amounts within 90 days. The **Agencies'** reimbursement obligations are subject to annual appropriations, provided that each **Agency** agrees that it will take all steps necessary to seek appropriations, to the extent permitted by law, each year, by including such budget requests in the budget submission to its respective governing body. If an **Agency** does not appropriate funds for the ensuring fiscal year, then the **Agency** shall pay to the **ESB** a termination fee equal to its annual subscription amount for each of the remaining 5 years.
- d. Each **Agency** will be financially responsible for services, materials, software, hardware, equipment, or conversions which it may request that is beyond what is contained in the agreement approved by the **ESB** with CentralSquare pursuant to Resolution No. 22-008. The **ESB** is not obligated to incur expenses related to such requests without first entering into a reimbursement agreement with the **Agency**.

- e. The ESB shall hear and decide upon proposals from any user of the Software Suite to add software programs and hardware which directly interface and/or pull data and which *do not* impact a global change.

5. **Additional Provisions.**

- a. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Missouri.
- b. **Relationship.** The Parties and each of them and their officers, employees, agents, and assigns are neither employed nor contracted as officers, agents, or employees of any other Party.
- c. **Further Acts.** The Parties shall do and perform such other and further acts, and sign any further documents, as are reasonably necessary so as to effectuate their intentions as herein expressed.
- d. **No Third-Party Beneficiary.** This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third-party beneficiary, decree, or otherwise.
- e. **Notice.** Whenever any provision of this Agreement requires the giving of written notice, it shall be deemed provided if delivered in person, sent by email with read receipt, sent by facsimile, or sent by U.S. Mail with delivery confirmation to the Party's City Hall (in the case of cities), Cass County Sheriff's Office, or offices of the ESB, as the case may be, and to the attention of the Agency's Software Suite Coordinator or ESB Executive Director, as the case may be.
- f. **Modification.** This Agreement may not be modified or amended except in writing when mutually agreed to and accepted by the Parties to this Agreement.
- g. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject described herein.
- h. **Severability.** In the event any of the provisions herein contained shall be deemed or held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid, or unenforceable provision was not contained herein. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the agreement shall continue in full force and effect and the Parties may renegotiate the terms affected by the severance.
- i. **Counterpart Signatures.** This Agreement may be executed in any number of counterparts and when so executed shall be deemed an original, and all of which

together shall constitute one and the same instrument. Hand signatures transmitted by fax or electronic mail in portable document format (PDF), or similar format, are also permitted as binding signatures to this Agreement.

- j. Effective Date. The Effective Date of this Agreement is the last day signed by all Parties.

IN WITNESS WHEREOF, the **Parties** have signed their names as of the Effective Date.

[Remainder of page intentionally left blank]

City of Harrisonville, Missouri

By: _____

Date: _____

Attest:

By: _____

Cass County Sheriff's Office

By: _____

Date: _____

Attest:

By: _____

Approved by Cass County Commission:

Bob Huston
Presiding Commissioner

ATTEST:

Jeff Fletcher
County Clerk

City of Belton, Missouri

By: _____

Date: _____

Attest:

By: _____

Cass County Emergency Services Board

By: Kristofer P. Spaulow
Chairman, CCESB

Date: 8/21/2024

Attest:

By: MARIE BEAUCHAMP ILK
EXECUTIVE DIRECTOR, CCESB

City of Pleasant Hill, Missouri

By: Shelby Teufel
Shelby Teufel, City Administrator

Date: 8.12.24

Attest:

By: Judie Wasson
Judie Wasson, City Clerk

City of Raymore, Missouri

By: _____

Date: _____

Attest:

By: _____

City of Peculiar, Missouri

By: _____

Doug Stark, Mayor

Date: August 20, 2024

Attest:

By: Melissa Paith
Melissa Paith, Deputy City Clerk

