TENTATIVE AGENDA
Raytown Board of Aldermen
October 3, 2023

REGULAR SESSION NO. 12
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
AND
ONLINE ZOOM WEBINAR
7:00 PM

The meeting will be streamed live and can be accessed on the City's website at www.raytown.mo.us. In addition, a video recording of the meeting will be available within 48 hours on the City's website. For questions, contact City Clerk, Teresa Henry at (816) 737-6004 or thenry@raytown.mo.us.

Public comments can be made in-person by signing in before the meeting using the sign-in sheet available in the City hall Council Chamber. To make public comments remotely, please use the Zoom Webinar ID and Passcode below and notify the Clerk, using the contact information above, of your intent to give a Public Comment remotely during the live online meeting, or send your Public Comments to the City Clerk at the email address above by 12:00 p.m. (noon) on so that your comments can be presented in writing to the Board of Aldermen during the Public Comments section of the October 3, 2023 meeting agenda. All Public Comments received will be kept on file in the City Clerk's office.

zoom.us/join
Webinar ID: 854 2433 4641
Passcode: 443131

OPENING SESSION

Invocation/Pledge of Allegiance

Roll Call

Public Comments

Comments from the Mayor

Comments from the City Administrator

Committee Reports

LEGISLATIVE SESSION

1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda.

1.a. Approval of the September 19, 2023 Board of Aldermen Regular Meeting Minutes.

NEW BUSINESS

2. **R-3548-23: A RESOLUTION** AUTHORIZING AND APPROVING A COMMUNICATIONS SYSTEM & SERVICES AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR THE T1 TO ETHERNET BACKHAUL PROJECT AND INITIAL CONVERSION PURCHASE IN AN AMOUNT NOT TO EXCEED $98,000.00. Point of Contact: Robert Kuehl, Police Chief.

3. **R-3549-23**. **A RESOLUTION** APPROVING AND AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH KISSICK CONSTRUCTION FOR THE 2022-2023 SANITARY SEWER MAINTENANCE PROJECT IN AN AMOUNT NOT TO EXCEED $53,849.40 FOR A TOTAL PROJECT AMOUNT NOT TO EXCEED $1,595,351.40 FOR FISCAL YEAR 2022-2023. Point of Contact: Robinson Camp, Public Works Director.

4. **R-3550-23. A RESOLUTION** AUTHORIZING AND APPROVING THE BUDGET OF THE CITY OF RAYTOWN FOR FISCAL YEAR 2023-2024. Point of Contract: Damon Hodges, City Administrator.

ADJOURNMENT

MINUTES
RAYTOWN BOARD OF ALDERMEN
SEPTEMBER 19, 2023
REGULAR SESSION NO. 11
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
AND
ONLINE ZOOM WEBINAR
7:00 P.M.

Mayor Michael McDonough called the September 19, 2023, Board of Aldermen Regular meeting to order at 7:00 p.m. Jason Sneddon of Skyline Church, provided the invocation and led the pledge of allegiance.

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

Present: Alderman Diane Krizek, Alderman Bonnaye Mims, Alderman Bill Van Buskirk, Alderman Theresa Garza, Alderman Janet Emerson, Alderman Ryan Myers, Alderman Loretha Hayden, Alderman Jim Aziere, Alderman Ian Scott, Alderman Greg Walters

Proclamations/Presentations

Mayor McDonough presented a proclamation to Robert Atkins, Jr.

Public Comments

Kevin Oneth

Steve Meyers, 7804 Woodson

Communication from the Mayor

Mayor McDonough spoke on recent events and City business.

Communication from the City Administrator

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

Committee Reports

Comments were made by Aldermen Walters, Van Buskirk, Aziere, Hayden, Emerson and Garza.

CLOSED SESSION NO. 1

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

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

Alderman Mims, seconded by Alderman Scott, made a motion to go into a Closed Session. The motion was approved by a vote of 10-0.

DRAFT

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

The meeting adjourned to Closed Session at 7:33 p.m.

The meeting reconvened in Open Session at 8:25 p.m.

All Board of Aldermen members were present.

STUDY SESSION

Cityworks Asset Management Software Presentation
Robinson Camp, Public Works Director
Stephanie Boyce, Deputy Public Works Director

The item was presented by Robinson Camp, Public Works Director, Stephanie Boyce, Deputy Public Works Director, and Mathias Lwomeleza, Superintendent.

LEGISLATIVE SESSION

1. **CONSENT AGENDA**
   All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. An item designated for the Consent Agenda may be removed from the Consent Agenda at the request of the Mayor or an Alderman, where there is no objection by the remaining members of the Board. If there is an objection to removal of an item from the Consent Agenda, the item may be removed by a motion and vote of the Board.

   Minutes from the September 5, 2023 Board of Aldermen Meeting

   R-3542-23: A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF JULES SNEDDON TO THE RAYTOWN PARK BOARD. Point of Contact: Teresa Henry, City Clerk.

   R-3543-23: A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF DARRELL SWOFFORD AS THE WARD 4 REPRESENTATIVE TO THE SPECIAL SALES TAX REVIEW COMMITTEE. Point of Contact: Teresa Henry, City Clerk.

   R-3544-23: A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF JIM SCHAAP AS THE WARD 5 REPRESENTATIVE TO THE SPECIAL SALES TAX REVIEW COMMITTEE. Point of Contact: Teresa Henry, City Clerk.

   R-3545-23: A RESOLUTION DECLARING CERTAIN PROPERTY OWNED BY THE CITY OF RAYTOWN AS SURPLUS AND AUTHORIZING DISPOSITION OF SUCH PROPERTY BY AUCTION. Point of Contact: Dave Turner, Parks & Recreation Director.

   R-3546-23: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS ARBOR MASTERS FOR REMOVAL OF TREES AND OVERGROWN SHRUBBERY IN TWO STORMWATER CHANNELS IN AN AMOUNT NOT TO EXCEED $32,000.00 FOR FISCAL YEAR 2022-2023. Point of Contact: Robinson Camp, Public Works Director Clerk.

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

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

REGULAR AGENDA

OLD BUSINESS

2. Public Hearing: Public Hearing: A public hearing to establish the 2023 Sewer and Sewerage Disposal Service Charges.

   2a. **SECOND READING: Amended Bill No. 6643-23, Section XXI-E-8: AN ORDINANCE** AMENDING CHAPTER 44, UTILITIES; ARTICLE III; SEWERS, DIVISION 3; SERVICES CHARGES, SECTION 44-154 OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Michael Graham, Finance Director.

Mayor McDonough opened the public hearing.

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

Michael Graham, Finance Director, and John Bales, Controller, presented the item.

Mayor McDonough closed the public hearing.

Alderman Van Buskirk, seconded by Alderman Walters, made a motion to adopt Option 2:

Option (2) ***5.25%***

1) *Amend c (4) to read Base Rate - the Base Rate shall be $[18.32] 19.28 [Eighteen dollars and Thirty-Two] Nineteen dollars and Twenty-Eight Cents per month.*
2) *Amend c (9) to read Variable rate. The revenue charge expressed in per 1,000 gallons that is derived when the annual variable rate revenue requirement is divided by the customer volumes, estimated to be $[11.27] 11.86 [Eleven dollars and Twenty-Seven cents] Eleven dollars and Eighty-Six cents (See Attached) per 1,000 gallons, in excess of 1,000 gallons.*

The motion was approved by a vote of 6-4.

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

Became ordinance 5735-23.

3. Public Hearing: A public hearing to establish the annual property tax levy for the year 2023.

   3a. **SECOND READING: Amended Bill No. 6644-23, Section VIII: AN ORDINANCE** ESTABLISHING THE ANNUAL PROPERTY TAX LEVY RATE FOR THE CITY OF RAYTOWN GENERAL OPERATING FUND AND THE PARK FUND FOR THE YEAR 2023. Point of Contact: Michael Graham, Finance Director.

Mayor McDonough opened the public hearing.

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

Michael Graham, Finance Director, presented the item.

Mayor McDonough closed the public hearing.

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

DRAFT

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

Became ordinance 5736-23.

4. **SECOND READING: Bill 6635-23, Section XIII: AN ORDINANCE** AUTHORIZING AND APPROVING AN AGREEMENT BY AND AMONG SHIRIN INVESTMENTS, LLC, THE CITY OF RAYTOWN, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI FOR PLANS REVIEW IN CONNECTION WITH A CONVENIENCE STORE TO BE LOCATED AT 8619 BLUE RIDGE BLVD. Point of Contact: Missy Wilson, Assistant City Administrator/Economic Development Administrator.

Alderman Mims, seconded by Alderman Myers, made a motion to table indefinitely. The motion was approved by a vote of 10-0.

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

NEW BUSINESS

5. **R-3547-23: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT FOR INMATE SECURITY HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY MISSOURI SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED $114,000.00 AND APPROVING AN AMENDMENT TO THE FISCAL YEAR 2022-2023 BUDGET. Point of Contact: Robert Kuehl, Police Chief.

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

Captain Dyon Harper, Raytown Police Department, presented the item.

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

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

CLOSED SESSION NO. 2

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

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

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

Alderman Mims, seconded by Alderman Garza, made a motion to adjourn to Closed Session. The motion was approved by a vote of 10-0.

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

DRAFT

The meeting adjourned to Closed session at 9:38 p.m.

The meeting reconvened in Open Session at 10:47 p.m.

Alderman Walters was not present.

ADJOURNMENT

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

The meeting was adjourned at 10:48 p.m.

_____
Teresa M. Henry, City Clerk, MRCC

DRAFT

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 09/19/2023

MEETING DATE: October 3, 2023

SUBMITTED BY: **DEPARTMENT: Police Department**

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

Approval of Motorola T1 to Ethernet Backhaul project contract and initial conversion purchase not to exceed the budgeted amount of $98,000.00 in FY23/24.

BACKGROUND/JUSTIFICATION

The Police Department's Dispatch center is part of the Kansas City Regional 911 system and is one of the 42 public safety answering points (PSAP's). It is the responsibility of each PSAP to fund, operate and maintain their radios and all local call centers equipment and connections. The Metropolitan Area Regional Radio System (MARRS) sets requirements for PSAPs to maintain regional interoperability capabilities, which is critical to law enforcement. Standardization of equipment allows PSAP's to share a common support system, which periodically requires core upgrades.

The next core upgrade implementation is scheduled for June 2024. This core upgrade requires that all PSAP currently working with a T1 backhaul connection move to ethernet connection prior to the implementation date. The Raytown dispatch center is currently operating on the older T1 copper wire technology, and the connection speeds are significantly less than that of ethernet connection. This core upgrade requires the replacement of our existing end-of-life S2500 routers along with several additional pieces of equipment in our dispatch center and equipment going to the radio tower and our point to point (PTP) MARRS connection. The agreement and contract was reviewed by the City attorney.

This project is a budgeted expense in the FY23 budget and the initial core upgrade project will be completed in FY23/24 with the budgeted funds of $98,000.00 as outlined in section 5, pricing page 5-6 . This $98,000.00 expense includes the first year of maintenance support. The post warranty maintenance for years 2 through 7, also listed on page 5-6, will be budgeted accordingly in the applicable years, and will be brought to the board for approval in accordance with the city purchasing matrix.

RECOMMENDED MOTION

Approval of purchase, which is a budgeted item, and agreement.

PREVIOUS ACTION

N/A

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	Motorola
Amount of Request/Contract:	$97,556.66
Amount Budgeted:	$98,000.00
Funding Source/Account #:	207-32-00-100-53644

REVIEWED BY

Michael Graham
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Motorola T1 to Ethernet Backhual Project
2. Raytown PD Agreement-Contract SEP2023

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:	x	Explanation of work agreement and contract

RESOLUTION NO.: R-3548-23

A RESOLUTION AUTHORIZING AND APPROVING A COMMUNICATIONS SYSTEM & SERVICES AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR THE T1 TO ETHERNET BACKHAUL PROJECT AND INITIAL CONVERSION PURCHASE IN AN AMOUNT NOT TO EXCEED $98,000.00

WHEREAS, the City of Raytown desires to enter into a Communications System Agreement with Motorola Solutions, Inc. for the T1 to Ethernet Backhaul project and initial conversion purchase to prepare for the next core upgrade implementation which is scheduled for June 2024; and

WHEREAS, the City of Raytown in adoption of its purchasing policy has required Board of Aldermen approval for purchases in which the cumulative value with a single vendor exceeds $30,000.00 during the fiscal year; and

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

WHEREAS, the Board of Aldermen find it is in the best interested of the City to authorize and approve a Communications System & Services Agreement with Motorola Solutions, Inc. for the T1 to Ethernet Backhaul project and initial conversion purchase in an amount not to exceed $98,000.00;

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

THAT a Communications System & Services Agreement with Motorola Solutions, Inc. for the T1 to Ethernet Backhaul project and initial conversion purchase in an amount not to exceed $98,000.00 is hereby authorized and approved; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of October, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M Baird, City Attorney

MOTOROLA SOLUTIONS

RAYTOWN P.D.

DISPATCH TO MARRS T1 TO ETHERNET BACKHAUL UPGRADE

September 26, 2023

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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TABLE OF CONTENTS

Contents

Contents

SOLUTION DESCRIPTION 1
1.1 OVERVIEW 1
1.2 PROPOSED SOLUTION 1
1.2.1 Current Link Detail 1
1.2.2 Proposed Link Design 1
1.2.3 MPLS Site Links 1
1.3 EQUIPMENT CONFIGURATION 2
1.4 ASSUMPTIONS 2
EQUIPMENT LIST 3
STATEMENT OF WORK 2
FINAL ACCEPTANCE 4
MAINTENANCE SUPPORT 5
CONTRACT DOCUMENTS 8

SECTION 1

SOLUTION DESCRIPTION

1.1 OVERVIEW

Motorola Solutions is pleased to provide City of Raytown PD with this solution to migrate from T1 backhaul to Ethernet. The existing City of Raytown PD's Dispatch site utilizes T1 links to provide connectivity to the MARRS zone core. With future upgrades planned to implement Ethernet based system, City of Raytown PD will need to convert the existing links to support the new architecture.

This solution includes replacing existing end-of-life S2500 routers with new Juniper SRX345 Ethernet Routers. Replacement of these routers, which includes hardware and labor, is covered by your existing System Upgrade Agreement II (SUAII).

1.2 PROPOSED SOLUTION

1.2.1 Current Link Detail

The table below outlines the links that are currently deployed between City of Raytown PD Dispatch site and MARRS Zone 4 core.

Site Name	Site Type	Link Type	Link Quantity
City of Raytown PD	Dispatch	T1 to MARRS Core	2

1.2.2 Proposed Link Design

The proposed design allows City of Raytown PD to replace current end-of-life equipment with new products that are currently shipping. The following table outlines the hardware replacement required.

Site Name	Current Device (Quantity)	New Device (Quantity)
City of Raytown PD Dispatch	S2500 (2)	SRX345 (2)

1.2.3 MPLS Site Links

This proposal includes the equipment necessary to add Ethernet site link capability utilizing existing backhaul. Motorola Solutions is proposing the Nokia 7705 Service Aggregation Router-8 (SAR-8) Router to establish Layer 3 Multi Protocol Label Switching (MPLS) network.

Motorola Solutions will connect the proposed equipment to establish Ethernet site link traffic using the existing Cambium PTP connection to MARRS zone core. The following Ethernet link requirements are provided for additional information.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Parameter	Requirement
Bandwidth (CIR)	Minimum 1.5 Mbps
Latency	< 13 ms
Jitter	< 10 ms (ITU-T Y.1541 99th percentile)
Packet Loss	< 0.01%
QoS Support	2, 3, or 4 QoS levels
IP Version	IP v4

1.3 EQUIPMENT CONFIGURATION

The equipment included for each site is summarized below:

City of Raytown PD Dispatch Site

- One (1) Nokia 7705 Service Aggregation Router-8 (SAR-8) MPLS Router
- Two (2) SRX345 Site Gateways – Covered by the SUA
- One (1) Set of spares

1.4 ASSUMPTIONS

The information in this proposal is provided to assist in your budget planning process. Motorola Solutions has made several assumptions in preparing this proposal. Any changes or modifications to the assumptions could result in a change in cost.

- The existing Cambium PTP microwave connection will be reused and is in good working condition.
- The Cambium PTP can support Ethernet traffic.
- There is enough power and rack space for the new equipment.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

SECTION 2

EQUIPMENT LIST

BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
SAR-8	1	-	1	DSMW3HE06791AA	SAR-8 SHELF V2
SAR-8	2	-	1	DSMW3HE02784NA	SAR RELEASE 20.X BASIC OS LICENSE
SAR-8	3	-	1	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2) EXT TEMP -48VDC
SAR-8	4	-	2	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2) 48V
SAR-8	5	-	2	DSMW3HE11473BK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (4) 3HE00062CB SFP
SAR-8	6	-	2	DSMW3HE05838AA	250W 120/240V AC POWER CONVERTER
SAR-8	7	-	2	DSMW3HE05837BA	7705 AC POWER CONVERTER PIGTAIL - O-RING
SAR-8	8	-	1	DS90111918	19" CANTILEVER FLUSH MOUNT SHELF, 18" DEPTH, BLACK
SAR-8	9	-	2	DSMW3HE11473BJ	PMC CARD W/ 2 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (2) SHE11904AA SFP
SPARE	10	-	1	T8492	SITE ROUTER & FIREWALL- AC
SPARE	10	a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
SPARE	10	b	1	CA03448AA	ADD: STATEFUL FIREWALL
SPARE	11	-	1	CLN1868	2930F 24-PORT SWITCH
SPARE	12	-	1	DSMW3HE06791AA	SAR-8 SHELF V2
SPARE	13	-	1	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2) EXT TEMP -48VDC
SPARE	14	-	1	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2) 48V
SPARE	15	-	1	DSMW3HE02784NA	SAR RELEASE 20.X BASIC OS LICENSE
SPARE	16	-	1	DSMW3HE11473BK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (4) 3HE00062CB SFP
SPARE	17	-	1	DSMW3HE05838AA	250W 120/240V AC POWER CONVERTER
SPARE	18	-	1	DSMW3HE05837BA	7705 AC POWER CONVERTER PIGTAIL - O-RING

Use or disclosure of this proposal is subject to the restrictions on the cover page.

SECTION 3

STATEMENT OF WORK

This section, known as the Statement of Work (SOW), describes the deliverables to be furnished to Raytown P.D., and the tasks to be performed by Motorola, its subcontractors, and Raytown P.D. (“Customer”) to implement the solution described in this proposal. It describes the actual work involved in installation and clarifies the responsibilities for both Motorola and Customer during the project implementation.

Site Readiness Survey

Prior to starting any site upgrades or equipment installations, Motorola and Customer shall conduct a site readiness review at each job site to examine existing work, work performed by others, or work not included in this SOW, that is required to support the new equipment. The site readiness review documents any conditions that will prevent start of site upgrade or equipment installation work to be performed by Motorola and its subcontractors. Issues will be noted and responsible party(ies) must correct their deficiencies prior to system installation. Additional walks may be needed to confirm deficiencies have been properly corrected. The following table describes the tasks and assignments involved with installation and configuration of the provided solution.

Kickoff/Detailed Design Review

Shortly after executed contract, Motorola and Customer shall schedule a detailed design review at Customer provided meeting location. Motorola shall present in detail all documents and services described to support this solution. Any mutually agreed changes to the originally contracted design shall be captured via a change order. Motorola will be responsible for updating appropriate documents, pricing, etc. as required for final approval. The design shall be final or ‘locked down’ when both parties sign a Detailed Design Review milestone completion certificate to be drafted and presented by Motorola. Once signed by both parties any subsequent changes shall be captured again via the change order process as described below.

Project Timeline

Motorola has included a preliminary project schedule that will be reviewed in detail in the Detailed Design Review. The following assumptions were used when developing the schedule that need to be reviewed and confirmed as true with the Customer.

- Executed contract between Motorola and the Customer no later than June 24, 2024.
- Customer requested acceptance date of no later than October 24, 2024.

Acceptance Test Plan

Motorola has included a preliminary Acceptance Test Plan (ATP) that will be reviewed in detail in the Detailed Design Review. The ATP will test to verify the installed equipment

Use or disclosure of this proposal is subject
to the restrictions on the cover page.

operates according to its design.

Change Orders

Change orders can be initiated by either Party and within the general scope of the awarded contract agreement.

If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Implementation schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written, jointly signed change order.

MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Procure and/or manufacture Motorola provided equipment (Section 2) and ship to Customer provided local address.
- Schedule implementation in agreement with Customer.
  - Perform Site Readiness Review with Customer confirming site is ready to receive new equipment
- Deliver and install Motorola provided equipment in Customer provided equipment location(s) and rack space.
- Properly install and ground all new equipment to existing ground system.
- Plug new equipment to Customer provided electrical outlet(s).
- Program equipment and prepare for integration.
- Integrate new equipment to existing system.
- Prepare equipment for final acceptance testing with Customer.
- Perform Final Acceptance Testing (ATP) with Customer to confirm new equipment operates as designed.
  - All test must pass for ATP to be considered final.
- Provide Customer with final documentation of the newly installed equipment.
- Review with Customer equipment and support services necessary for transitioning to 1st year warranty support.

CUSTOMER RESPONSIBILITIES

Motorola's general responsibilities include the following:

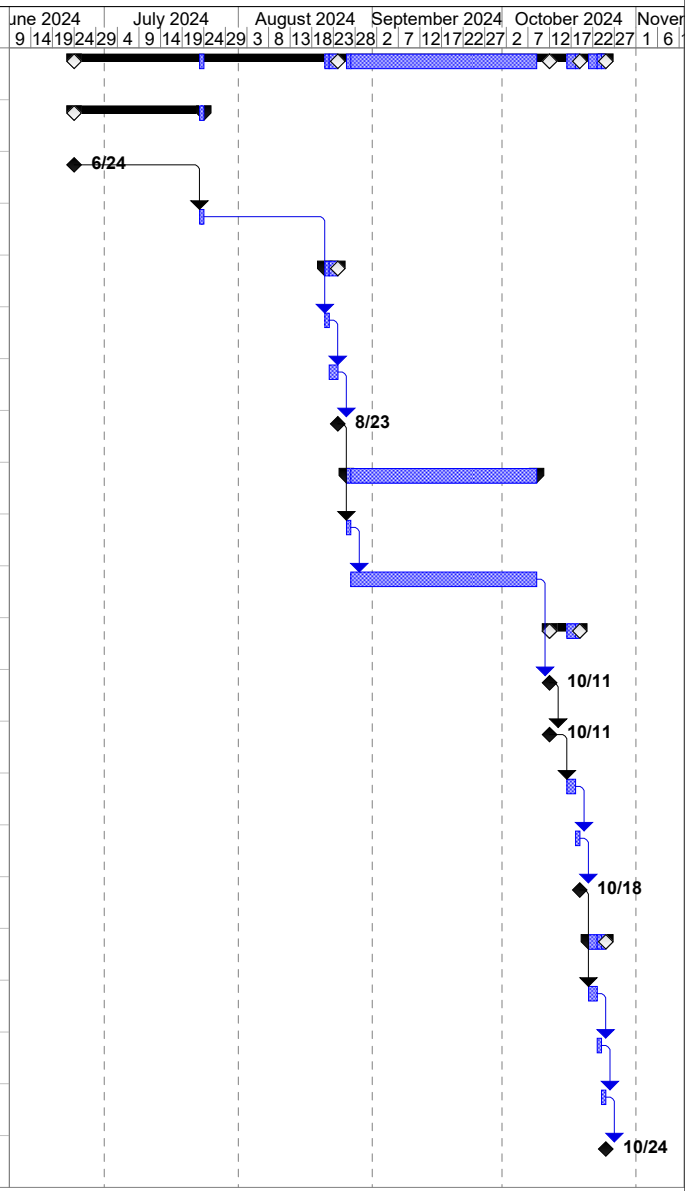
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Insure each job site meets equipment rack space, grounding, power, lightning/power protection, and backhaul connectivity requirements for the installation of all new equipment.
- Coordinate the activities of all Customer vendors or other contractors/vendors (i.e. MW vendor), necessary to support installation and integration of the new MSI provided equipment in Section 2.
- See Section 1.4 for additional Customer responsibilities

FINAL ACCEPTANCE

Final Acceptance will occur upon successful completion of the mutually agreed to Acceptance Test Plan. Upon Final Acceptance, Motorola and Customer will memorialize this event by promptly executing a System Acceptance Certificate that is included in the Contract. See Contract for additional terms that apply to Final Acceptance

Raytown P.D. PRELIMINARY Project Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	**System Implementation**	**87 days**	**Mon 6/24/24**	**Thu 10/24/24**		
2	**Contract/Kickoff**	**21 days**	**Mon 6/24/24**	**Tue 7/23/24**		
3	Contract Signing and Award	0 days	Mon 6/24/24	Mon 6/24/24		Customer,Motorola
4	Project Kickoff Meeting	1 day	Tue 7/23/24	Tue 7/23/24	3FS+20 days	Motorola,Customer
5	**Final Design Review**	**3 days**	**Wed 8/21/24**	**Fri 8/23/24**		
6	Design Review	1 day	Wed 8/21/24	Wed 8/21/24	4FS+20 days	Motorola,Customer
7	Finalize Design Documents	2 days	Thu 8/22/24	Fri 8/23/24	6	Motorola
8	Final Design Complete	0 days	Fri 8/23/24	Fri 8/23/24	7	Milestone
9	**Order Processing & Manufacturing**	**31 days**	**Mon 8/26/24**	**Tue 10/8/24**		
10	Process Equipment list	1 day	Mon 8/26/24	Mon 8/26/24	8	Motorola
11	Equipment Manufacturing	30 days	Tue 8/27/24	Tue 10/8/24	10	Motorola
12	**Dispatch Equipment**	**5 days**	**Fri 10/11/24**	**Fri 10/18/24**		
13	Equipment received, inspected, and inventoried	0 days	Fri 10/11/24	Fri 10/11/24	11FS+3 days	Motorola
14	Site Ready to receive Equipment	0 days	Fri 10/11/24	Fri 10/11/24	13	Customer
15	Equipment installation and programming (prep for cutover)	2 days	Wed 10/16/24	Thu 10/17/24	14FS+2 days	Motorola
16	Perform approved acceptance test and cutover plans	1 day	Fri 10/18/24	Fri 10/18/24	15	Motorola
17	Equipment ATP and Cutver Plans complete	0 days	Fri 10/18/24	Fri 10/18/24	16	Milestone
18	**Finalize**	**4 days**	**Mon 10/21/24**	**Thu 10/24/24**		
19	Punchlist Resolution	2 days	Mon 10/21/24	Tue 10/22/24	17	Motorola
20	System documentation development and delivery	1 day	Wed 10/23/24	Wed 10/23/24	19	Motorola
21	Transition Service/PTC	1 day	Thu 10/24/24	Thu 10/24/24	20	Motorola,Customer
22	Final Acceptance	0 days	Thu 10/24/24	Thu 10/24/24	21	Milestone

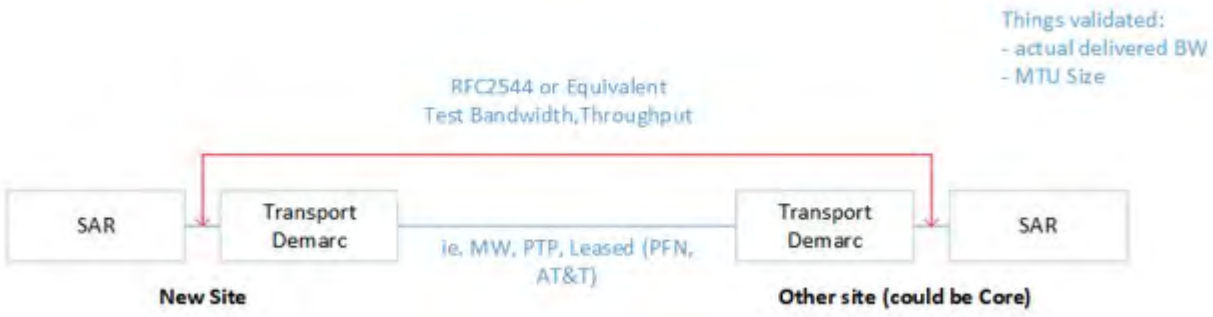


Task		External Tasks		Duration-only		External Tasks	
Split		External MileTask		Manual Summary Rollup		External Milestone	
Milestone		Inactive Milestone		Manual Summary		Progress	
Summary		Inactive Summary		Start-only		Split	
Project Summary		Manual Task		Finish-only			

PRELIMINARY Acceptance Test Plan

1. Perform a RFC 2544 Test or equivalent for the customer supplied Ethernet connection (qty 2). This test will confirm Bandwidth, MTU Size and link parameters meet the MSI requirements for Astro 25 Links.

Parameter	Requirement
Bandwidth (CIR)	Minimum 1.5 Mbps
Latency	< 13 ms
Jitter	< 10 ms (ITU-T Y.1541 99th percentile)
Packet Loss	< 0.01%
QoS Support	2, 3, or 4 QoS levels
IP Version	IP v4



2. Validate the configuration of the MPLS SAR router by checking for the establishment of the MPLS path between the Dispatch Center and the Motorola Solutions Core site.

3. Perform a call check from Dispatch Console to verify proper operation of the console after steps one and two are completed

SECTION 4

MAINTENANCE SUPPORT

The following support services are included with 1st Year warranty support that starts upon acceptance. These same support services are included in the 6 years of post warranty maintenance support that is priced as shown in Section 5 Pricing.

Remote Technical Support

Motorola Solutions will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure operational technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities.

Network Hardware Repair

Motorola Solutions will repair Motorola Solutions-manufactured infrastructure equipment and select third-party manufactured infrastructure equipment supplied by Motorola Solutions. Motorola Solutions coordinates the equipment repair logistics process.

Software Subscription Plan

Provide all Feature Releases of software for network/node elements, management systems for specific network elements or families of network elements, and other network-related applications.

- May include third party software if supported and licensed through Nokia.
- Includes Feature Releases as well as Patch Releases and Maintenance Releases.
    - Note: if a Feature Release contains a new feature for which an additional license/activation fee is required, this must be purchased separately.
- Applies to the Products/Features Covered outlined in section 2: specifically, the Nokia 7705 Service Aggregation Router-8 (SAR-8) Router.

Hardware Refresh

Motorola Solution will provide certified hardware version updates necessary to refresh the system with an equivalent level of functionality necessary to continune extended support.

Note: The hardware refresh takes place in year 7 which is required to continue support.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

SECTION 5

PRICING

Description	Price
Equipment and 1st Year Warranty Support	$64,096.87
Systems Integration	$47,852.49
State Contract Discount	($7,932.70)
Additional Incentive if Purchased as Proposed by October 31, 2023	($6,460.00)
Solution Total	**$97,556.66**

Post Warranty Maintenance Support Pricing	
Description	**Price**
Year 2	$14,080.61
Year 3	$14,080.61
Year 4	$14,080.61
Year 5	$14,080.61
Year 6	$14,080.61
Year 7 *Note: Year 7 includes a Hardware refresh that is required to continue support.	$50,088.30
6 Year Total	**$120,491.35**

Use or disclosure of this proposal is subject to the restrictions on the cover page.

SECTION 6

CONTRACT DOCUMENTS

- CSSA Communications System & Services Agreement
- Maintenance, Support and Lifecycle Management Addendum

to the restrictions on the cover page.

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and Raytown Police Department enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"
Exhibit B "Payment"
Exhibit C Technical and Implementation Documents
- C-1 "System Description" dated September 26, 2023
- C-2 "Pricing Summary & Equipment List" dated September 26, 2023
- C-3 "Implementation Statement of Work" dated September 26, 2023
- C-4 "Acceptance Test Plan" or "ATP" dated September 26, 2023
- C-5 "Performance Schedule" dated September 26, 2023

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to

recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"**Derivative Proprietary Materials**" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"**Feedback"** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum

and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"**System Data**" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform

this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License

Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

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

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found

to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $ _____. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Captain Candice Shwarz
Raytown Police Department
10000 E. 59th St, Raytown, MO 64133
Ph. 816 737-6105
Email: Schwarzc@raytownpolice.org

E-INVOICE. To receive invoices via email:
Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Captain Candice Shwarz
Raytown Police Department
10000 E. 59th St, Raytown, MO 64133
Ph. 816 737-6105
Email: Schwarzc@raytownpolice.org

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical

power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or

Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS

AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either

Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. To the extent permitted by law, Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer

by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party ***unless otherwise required by law***; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and
(vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created

solely by it or its agents (hereafter, “Customer Data”), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, “Derivative Data”).

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola’s receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

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

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority

to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**Customer**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., (“Motorola"), and Raytown Police Department (“Licensee”).

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written

consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement

concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**

2. **60% of the Contract Price due upon shipment of equipment from Staging;**

3. **10% of the Contract Price due upon installation of equipment; and**

4. **5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.
The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	$ 290.00	$ 300.00	$ 280.00	$ 200.00
3	$ 240.00	$ 250.00	$ 240.00	$ 180.00
2	$ 220.00	$ 220.00	$ 220.00	$ 170.00
1	$ 190.00	$ 210.00	$ 210.00	$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and Lifecycle Management services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

2. SCOPE

Motorola will provide Maintenance and Support Services and/or Lifecycle Management as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or

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

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

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

3.1.11 EXCLUDED SERVICES.

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

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

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

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

3.2 LIFECYCLE MANAGEMENT SERVICES

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this Addendum is 6 years, commencing on the first day following 1st year warranty expiration. The Lifecycle Management Price for the 6 years of services is $120,491.35, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Lifecycle Management Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the Lifecycle

Management Statement of Work.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the Lifecycle Management Statement of Work, the following apply:

a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

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

c) Unless specifically included in this Addendum or the Lifecycle Management Statement of Work, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the 6 year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the 6 year commitment.

4. PAYMENT

4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or

assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 09/20/2023

MEETING DATE: October 3, 2023

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

Authorization to amend agreement with Kissick Construction on Project SSM-2022-02, Sanitary Sewer Inflow and Infiltration reduction Program - Wildwood South Area 1, in the amount of $ 53,849.40 .

BACKGROUND/JUSTIFICATION

On July 10, 2023, the Public Works department was responding to a collapsed sewer hole in a driveway located at 8601 Ford Street. While assessing the collapsed sewer hole, Public Works videoed the sanitary sewer system connecting to the sewer hole. Upon completion, it was determined that sanitary sewer lines between sewer hole 87S-387 and 87s379 need to be reconstructed, as well as the sewer hole located at 87s-385.

While completing regular maintenance on the sanitary sewer system, Public Works found excessive mud within the sewer line along East 67th Street Terrace and Oxford Avenue on August 17,2023. Public Works videoed the sanitary sewer line and found that the line had collapsed between sewer hole WWN-290 and WWN-289.

The Public Works department as well as the engineering firm of George Butler Associates recommend that these two sanitary sewer lines need to be repaired immediately. Kissick Construction has agreed to the amendment under the SSM-2022-02 Sanitary Sewer Inflow and Infiltration Reduction Program – Wildwood South Area 1 project.

RECOMMENDED MOTION

Staff recommends approval as submitted

PREVIOUS ACTION

On December 20, 2022, the Board of Aldermen approved resolution R-3494-22 approving the contract with Kissick Construction for $1,541,502.00 for Project SSM-2022-02, Sanitary Sewer Inflow and Infiltration reduction Program - Wildwood South Area 1.

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	Kissick Construction
Amount Budgeted for Sanitary Sewer Inflow and Infiltration Reduction Program Wildwood South Area 1	$2,000,000.00
Original Kissick Construction Contract	$1,541,502.00
Amount Requested from Addendum	$ 53,849.40
Adjusted Kissick Construction Contract	$1,595,351.40
GBA - Wildwood South - Area 1 Design	$ 233,498.00
GBA - Wildwood South - Area 1 Construction Oversite	$ 150,399.00
Total Amount for Wildwood South- Area 1 Plus Addendum	$1,979,248.40

REVIEWED BY

Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Kissick Construction Agreement Amendment 2023
2. Project Map Locations
3. 8601 Ford Street
4. East 67th Street Terrace
5. Addendum Cost Estimate
6. Addendum Number 1 for Project SSM-2022-01
7. Resolution Number R-3494-22

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		N / A
Certificate of Insurance:		N / A
E-Verify Affidavits:		N / A
E-Verify proof of enrollment:		N / A
Bond:		On File
IRS Form W-9:		On File
Bid/RFP/RFQ: (submit all)		N / A
Bid/RFP/RFQ Tabulation:		N / A
Bid Waiver: Sole source or less than three bids		N / A
Contractor address and email:		On File

Project Exemption Certificate needed:		N /A
Other:		N /A

RESOLUTION NO.: R-3549-23

A RESOLUTION APPROVING AND AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH KISSICK CONSTRUCTION FOR THE 2022-2023 SANITARY SEWER MAINTENANCE PROJECT IN AN AMOUNT NOT TO EXCEED $53,849.40 FOR A TOTAL PROJECT AMOUNT NOT TO EXCEED $1,595,351.40 FOR FISCAL YEAR 2022-2023

WHEREAS, the City desired to construct improvements to its sanitary sewer and storm water system in the 2022-2023 Sanitary Sewer Maintenance Project; and

WHEREAS, the City and Kissick Construction entered into an Agreement pursuant to Resolution No. 3494-222, December 20, 2022, for professional engineering services for the 2022-2023 Sanitary Sewer Maintenance Project in an amount to not to exceed $1,595,502.00 for fiscal year 2022-2023; and

WHEREAS, an amendment to the current agreement is desired to address additional areas of concerns as set forth in the attached Exhibit "A" and the City desires to approve an amendment to the agreement with Kissick Construction for the 2022-2023 Sanitary Sewer Maintenance Project; and

WHEREAS, the Board of Aldermen find that it is in the best interest of the citizens of the City of Raytown to approve and authorize and amendment in the amount of $53,849.40 to the current agreement with Kissick Construction approved pursuant to Resolution R-3493-22 for the 2022-2023 Sanitary Sewer Maintenance Project to address additional areas of concerns as set forth in Exhibit "A" for such purposes for a total project amount not to exceed $1,595,351.40 for fiscal year 2022-2023; and

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

THAT amendment in the amount of $53,849.40 to the current agreement with Kissick Construction approved pursuant to Resolution R-3493-22 for the 2022-2023 Sanitary Sewer Maintenance Project to address additional areas of concerns as set forth in Exhibit "A" for such purposes for a total project amount not to exceed $1,595,351.40 for fiscal year 2022-2023 is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents necessary in connection with this agreement and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of October, 2023.

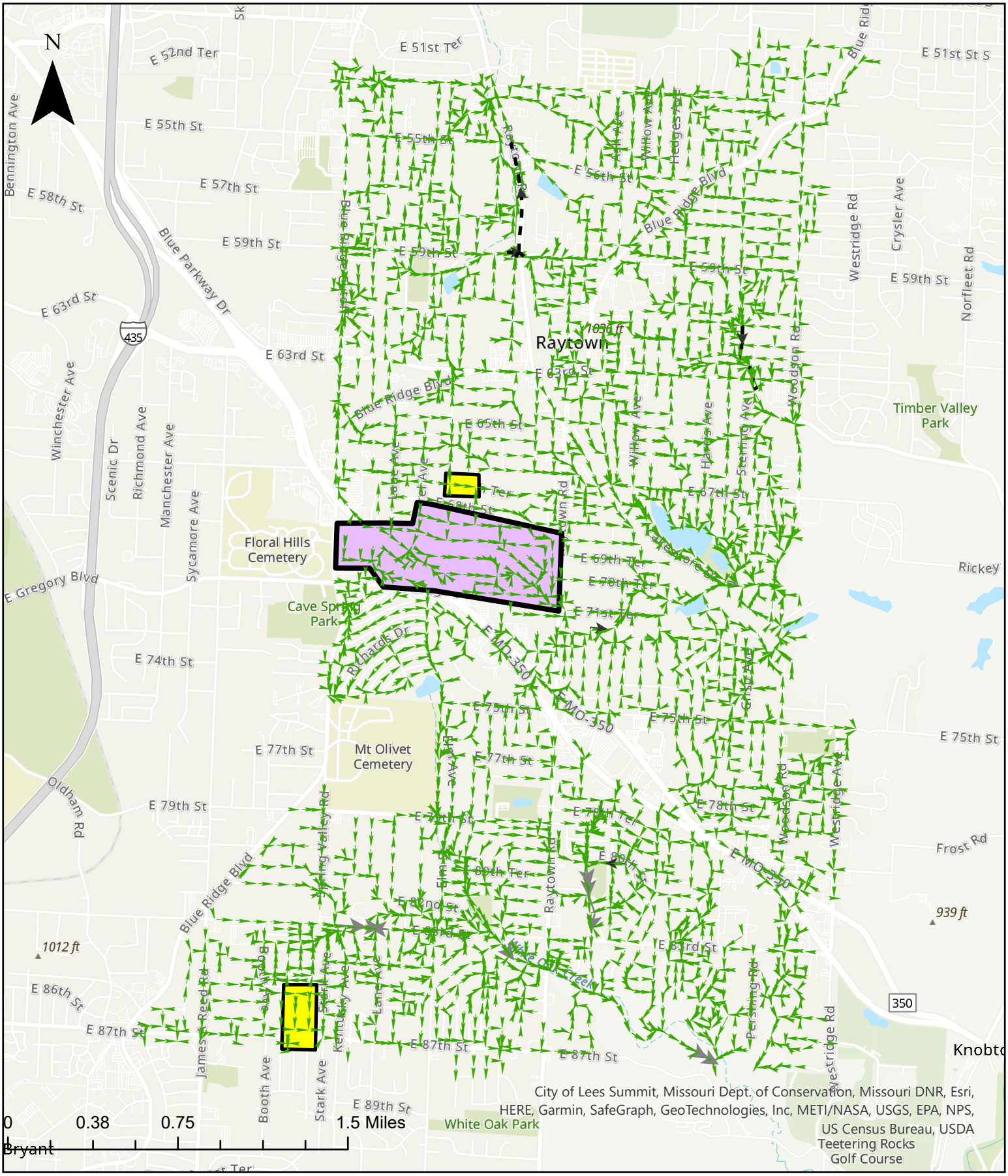
_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney



Gravity Mains

- Abandoned
- Active
- Proposed
- Removed

ProjectArea

- 67th Terr PR
- Ford St PR
- WWS Area 1

8601 Ford Street

Manhole 87s-384 ot Manhole 87s-379(2).mp4
iPEK International GmbH
See, Gewerberpark 22, D-87477 Sulzberg
Tel.: +49-8376-921800, FAX: +49-8376-9218021
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0 ° 0 ° 102 °F 571 mbar
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www.ipek.at
11:58 / 14:53

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iPEK International GmbH
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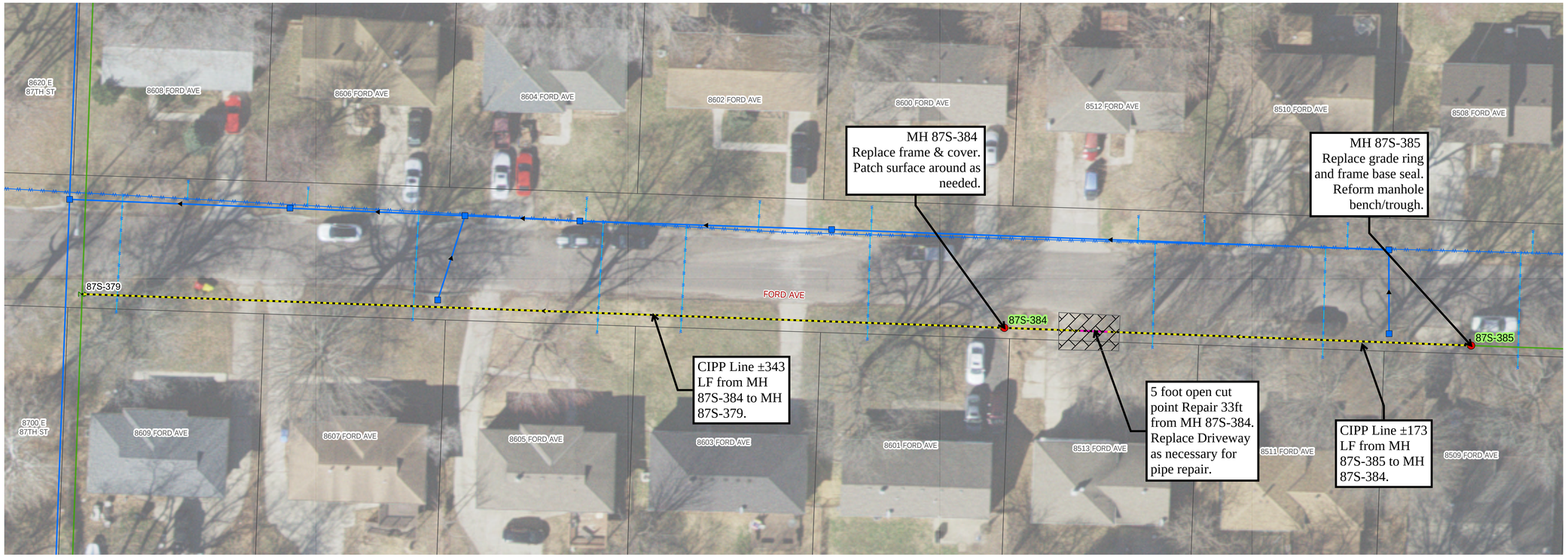


Legend

- Project Area

Proposed Work

- Manhole Rehab
- Lamphole Conversion

Line Rehab

- Point Repair
- CIPP
- Remove/ Replace
- Lateral Rehab

Existing Sanitary Sewer

Sanitary Manholes

- 2 Active
- 2 Unknown

Sanitary Sewer Lines

- Abandonded
- Active
- Parcels

Existing Storm Sewer

Storm Structures

- Storm Inlet
- 2 Junction Box
- Storm Point

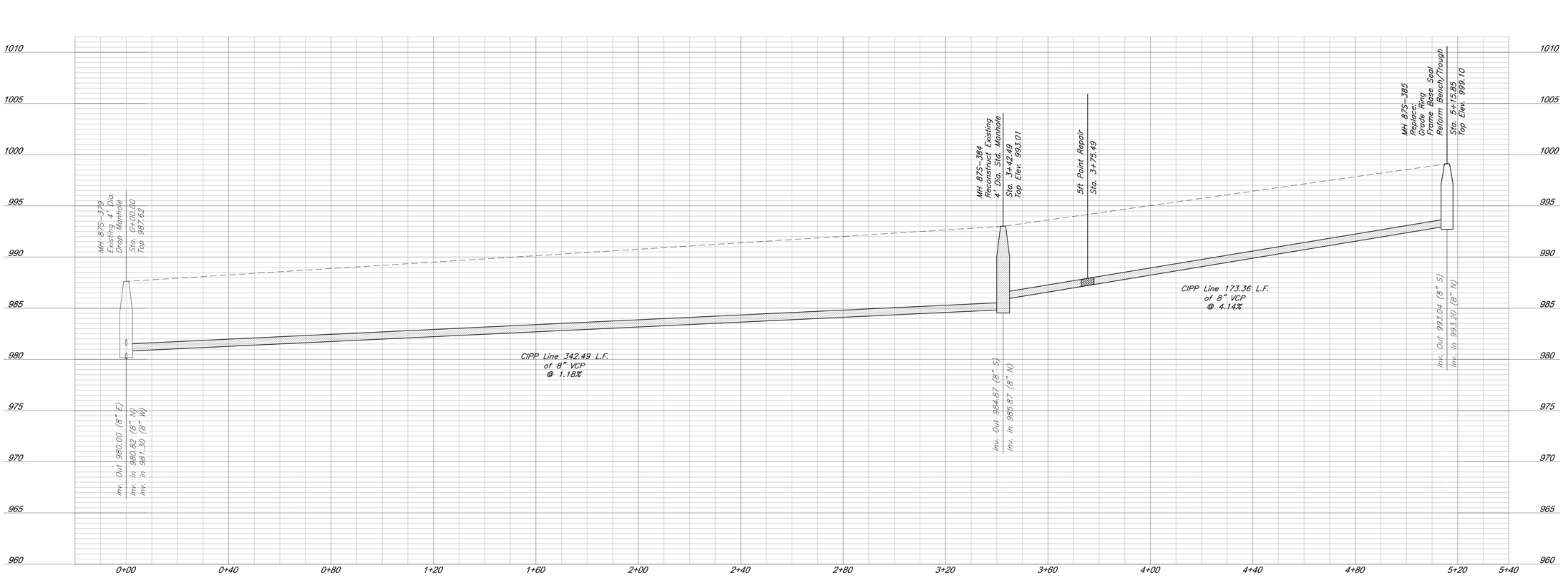
Storm Lines

- Pipes

Water Utility

- Main Line
- Lateral Line

0 10 20 40 Feet



2023 Sanitary Sewer Inflow & Infiltration Reduction Program Wildwood North Area 1

Daria V. Sakharova
Professional Engineer
License No. PE-2022034044

Revision

City Project Number:	SSM-2022-02
GBA Project Number:	14510.10
Date:	09/19/2023
Designed by:	DVS
Drawn by:	ASH
Reviewed by:	

Sheet Title

Ford Street Plan & Profile

Sheet Number

1

East 67th Street Terrace

Manhole WWN-290 to Manhole WWN-289 Video.mp4
iPEK International GmbH
See, Gewerberpark 22, D-87477 Sulzberg
Tel.: +49-8376-921800, FAX: +49-8376-9218021
-3.54 °12.66 ° 100 °F 819 mbar 32.00 °F
0 ° 0 ° 102 °F 813 mbar
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www.ipek.at
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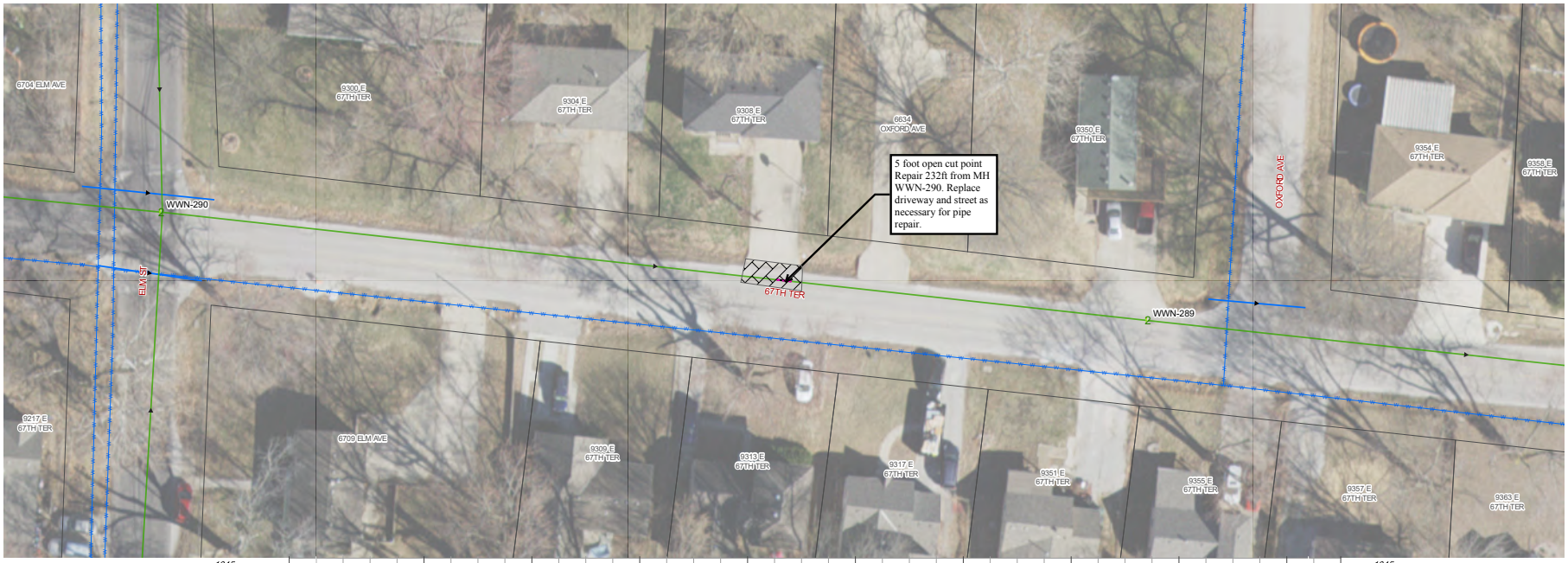

Legend

- Project Area

Proposed Work

- Manhole Rehab
- Lamphole Conversion

Line Rehab

- Point Repair
- CIPP
- Remove/ Replace
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Existing Sanitary Sewer

Sanitary Manholes

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- 2 Unknown

Sanitary Sewer Lines

- Abandonded
- Active
- Parcels

Existing Storm Sewer

Storm Structures

- Storm Inlet
- 2 Junction Box
- Storm Point

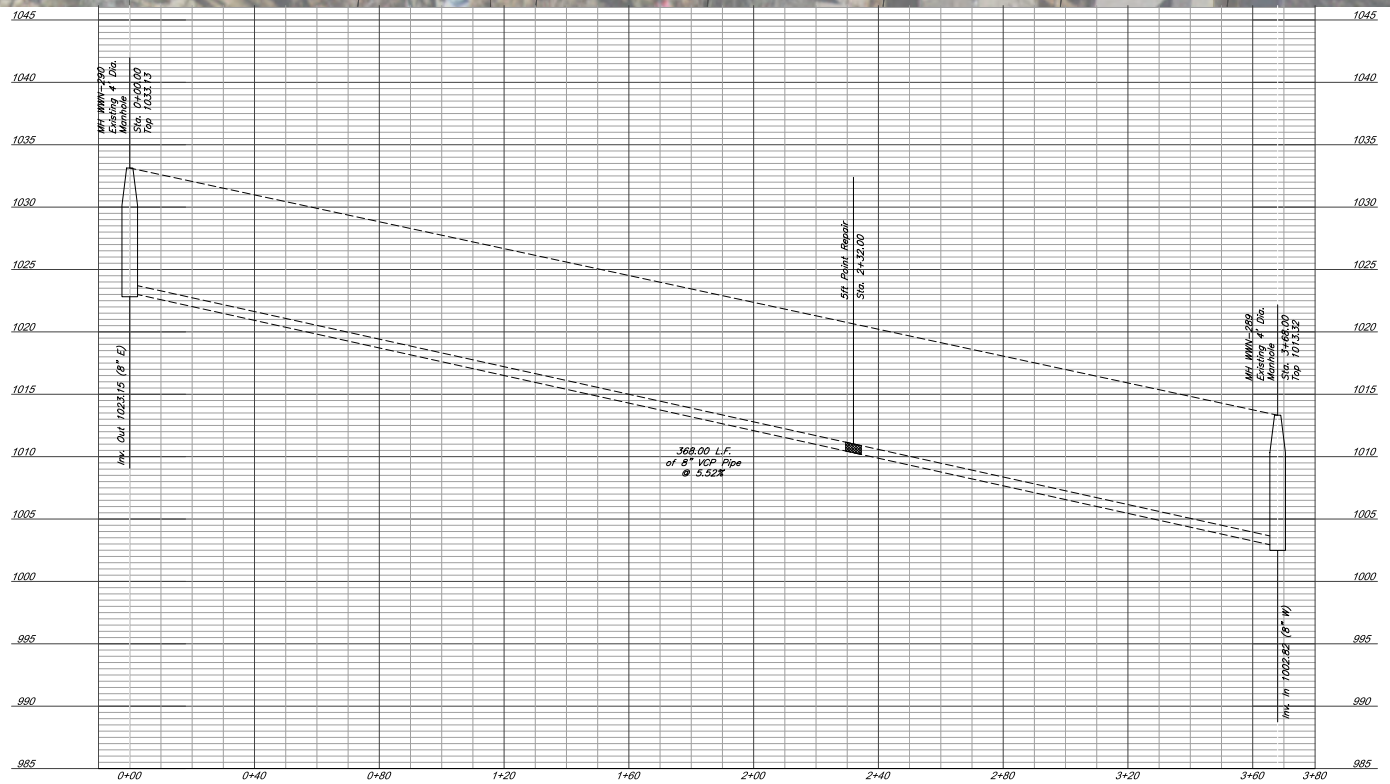
Storm Lines

- Pipes

Water Utility

- Main Line
- Lateral Line

0 10 20 40 Feet



2023 Sanitary Sewer Inflow & Infiltration Reduction Program Wildwood North Area 1

Daria V. Sakharova
Professional Engineer
License No. PE-2022034044

Revision

City Project Number:	SSM-2022-02
GBA Project Number:	14510.10
Date:	09/19/2023
Designed by:	DVS
Drawn by:	ASH
Reviewed by:	

Sheet Title

67th Terrace
Plan & Profile

Sheet Number

1

Addendum Cost Estimate

8601 Ford Street & 67th Street Terrace Quanities

Line Item	Item Description	Bid Quantity	Unit	Bid Unit Price	Bid Price
1	Point Repair 5-foot (or less); 8 and 10-inch Pipe (Paved)	2	EA	$ 7,358.00	$ 14,716.00
2	8-Inch Main Sewer CIPP	550	LF	$ 41.00	$ 22,550.00
3	Remove and Replace Grade Ring (Unpaved)	1	EA	$ 3,371.00	$ 3,371.00
4	Rebuild Bench and Trough	1	EA	$ 2,226.00	$ 2,226.00
5	Replace Frame and Cover	1	EA	$ 4,291.00	$ 4,291.00
6	Post construction cleaning and cctv	200	LF	$ 9.00	$ 1,800.00
					$ 48,954.00
				10% contingency	$ 4,895.40
				Total for Addendum	**$ 53,849.40**

Date of Issuance:		Effective Date:	
Owner:	City of Raytown, MO	Owner's Contract No.:	SSM-2022-02
Contractor:	Kissick Construction Company	Contractor's Project No.:	23-008
Engineer:	GBA	Engineer's Project No.:	14510.1
Project:	Sanitary Sewer Inflow and Infiltration Reduction Program Wildwood South Area 1		

The Contract is modified as follows upon execution of this Addendum:

Description: Update existing bid item quantities and add additional bid items for Ford Street and 67th Terrace sanitary sewer repairs. Supply all material, labor, equipment, tools, supplies, and all temporary, preparatory, and incidental work for the Ford Street and 67th Terrace sanitary sewer repairs. See attached addendum plan sheets and engineers cost estimate.

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
- ☑ Necessity to proceed for schedule or other Project reasons.

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*	
Original Contract Price:	Original Contract Times:	
	Substantial Completion:	270
$1,541,502.00	Ready for Final Payment:	330
		days or dates
Contract Price prior to this Addendum:	Contract Times prior to this Addendum:	
	Substantial Completion:	270
$1,541,502.00	Ready for Final Payment:	330
		days or dates
[Increase] ~~[Decrease]~~ of this Addendum:	~~[Increase] [Decrease] of this Addendum:~~	
	~~Substantial Completion:~~	
$53,849.40	~~Ready for Final Payment:~~	
		~~days or dates~~
Contract Price incorporating this Addendum:	Contract Times with all approved Addendums:	
	Substantial Completion:	270
$1,595,351.40	Ready for Final Payment:	330
		days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
Engineer	Owner (Authorized Signature)	Contractor (Authorized Signature)
By: Daria Sakharova, P.E.	By:	By:
Title: Senior Engineer	Title:	Title:
Date 9/18/2023	Date	Date

RESOLUTION NO.: R-3494-22

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH KISSICK CONSTRUCTION FOR THE 2022-2023 SANITARY SEWER MAINTENANCE PROJECT IN AN AMOUNT NOT TO EXCEED $1,541,502.00 FOR FISCAL YEAR 2022-2023

WHEREAS, the City of Raytown (the "City") issued an invitation to bid for the 2022-2023 Sanitary Sewer Maintenance Project; and

WHEREAS, the Public Works Department received two (2) bids in response to the invitation and has determined that the bid submitted by Kissick Construction in the amount of $1,541,502.00 was the most advantageous bid received; and

WHEREAS, the City finds Kissick Construction meets all of the qualifications as the lowest and best bidder for the project; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Kissick Construction for the 2022-2023 Sanitary Sewer Maintenance Project in the amount of $1,541,502.00.

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

THAT the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Kissick Construction for the 2022-2023 Sanitary Sewer Maintenance Project in the amount of $1,541,502.00 attached hereto as Exhibit "A" and incorporated herein, and the agreement is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20th of December, 2022.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 09/29/2023

MEETING DATE: October 3, 2023

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Resolution

SUBJECT/REQUEST

Approval of the 2023-2024 Fiscal Year Budget.

BACKGROUND/JUSTIFICATION

Staff prepared the Recommended Budget for FY 2023-2024. The Board of Aldermen have recommended changes and those adjustments have been made.

RECOMMENDED MOTION

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

This will set the operating budget for the 2023-2024 Fiscal Year.

REVIEWED BY

Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Budget 2023-2024 Approval
2. Reso Budget 2023-2024 - CA's Letter Signed
3. Reso Budget 2023-2024 Approval-Summary Sheets

SUPPORTING DOCUMENTS (FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		

E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

A RESOLUTION AUTHORIZING AND APPROVING THE BUDGET OF THE CITY OF RAYTOWN FOR FISCAL YEAR 2023-2024

WHEREAS, the Board of Aldermen has appointed the City Administrator as the Budget Officer; and

WHEREAS, the Board of Aldermen has adopted a fiscal year that begins on November 1 of each year and ends on October 31 of the following year; and

WHEREAS, the Budget Officer has prepared a proposed budget for Fiscal Year 2023-2024 and submitted it to the Board of Aldermen, in accordance with Chapter 67 of the Missouri Revised Statutes; and

WHEREAS, the Board of Aldermen has studied, examined and discussed the proposed budget in numerous public meetings and amended the recommended budget with such revisions, alterations, increases or decreases as the Board deemed advisable; and

WHEREAS, the total expenditures from the various funds in the recommended budget, as amended by the Board of Aldermen, do not exceed the estimated revenues to be received plus any unencumbered balances, as required by Chapter 67 of the Missouri Revised Statutes; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City to adopt the Fiscal Year 2023-2024 Budget attached hereto and made a part hereof by reference;

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

THAT the following amounts are appropriated for the fiscal year beginning November 1, 2023 and ending October 31, 2024 from the funds designated below for the spending departments and programs receiving funds therefrom:

2023-2024 Budget

General Fund	**$17,122,078**
Park Fund	**$3,299,004**
Transportation Sales Tax Fund	**$1,623,150**
Capital Sales Tax Fund	**$1,767,714**
Public Safety Sales Tax Fund	**$1,956,919**
Risk Management	**$120,600**
TIF Fund	**$3,063,500**
Stormwater Sales Tax Fund	**$6,640,510**
Capital Improvement Fund	**$18,950**
Sanitary Sewer Fund	**$9,281,500**
Total Expenditures	**$44,893,925**

FURTHER THAT said Funds are appropriated to each program and department in accordance with the 2023-2024 Estimated Revenues, Adopted Appropriations and Fund Balances, as set out in the City Administrator's 2023-2024 Recommended Budget for Raytown, in the detail and for the purposes contained and set forth therein, which is hereby approved by the Board of Aldermen and incorporated herein by reference;

FURTHER THAT said budget is hereby approved and adopted, including the following information:

a. A budget message, describing the important features of the budget and major changes from the preceding year;

b. Estimated revenues to be received from all sources for the budget year, with a comparative statement of actual or estimated revenues for the two years next preceding, itemized by year, fund and source;

d. Proposed expenditures for each department, office, commission, and other classification for the budget year, together with a comparative statement of actual or estimated expenditures for the two years next preceding, itemized by year, fund, activity and object;

e. The amount required for the payment of interest, amortization and redemption charges on the debt of the political subdivision; and

f. A general budget summary.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of October 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to form:

_____
Jennifer M. Baird, City Attorney

CITY ADMINISTRATOR'S OFFICE
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133-3993
PHONE: 816-737-6003

October 3, 2023

Mayor Michael McDonough and Board of Aldermen
City of Raytown
10000 E 59th Street
Raytown, MO 64133

Honorable Mayor and Board of Aldermen:

I am pleased to submit the Fiscal Year 2023-2024 (FY23-24) operating budget for your consideration and approval. The budget reflects:

- our collective priorities through a fiscally conservative approach;
- a commitment to provide a high level of service to our community; and,
- preserve our organization's long-term financial viability.

My recommendations are based upon the direction provided during the June 2023 Board of Aldermen strategic goal setting session and a review of our current financial status.

In the post COVID environment, external economic trends, and internal factors related to the cost of doing business, have been increasing significantly. The FY23-24 budget has been prepared to anticipate factors such as fuel prices, the cost of products/services, interest rates, and the hiring/retaining employees, while allotting for the fixed cost of payroll and debt service.

The budget was developed using the standards set forth by the Government Finance Officers Association (GFOA) and will be submitted to the GFOA in anticipation of gaining another prestigious Distinguished Budget Presentation Award for the City's FY23-24 Budget Document.

Over the course of the past fiscal year, the City has continued providing quality municipal services, while onboarding three Department heads that are now going through their first budget process. Department heads continue to adhere to purchasing policies and procedures that allow for managerial control over all expenditure. Staff continue to work collaboratively to ensure spending within our means.

Amid recognizing the challenging times we live in today, the City has achieved many accomplishments over the past year that have positively affected our City. Below is a short list of some of the major accomplishments:

- Awarded $3.7 million in Federal grants to Parks.
- Hired new Community Development, Public Works and Finance Directors.
- Passed the Recreational Marijuana additional sales tax of 3%.
- Approved by the voters, a $7.2 million General Obligation (GO) Bond for storm sewer improvement and reconstruction – from my understanding it is the largest GO Bond passed in Raytown's history.

- Deployed a salary study for the first time in more than 20 years.
- Continued implementation of retention plans for employees.
- Awarded a Missouri Department of Natural Resources (MDNR) American Rescue Plan Act (ARPA) grant in the amount of $4.3 million for the Public Works Department's storm water infrastructure project on 59th Street.
- Received a $164,000 regional grant for street mill and overlay conducted by the Public Works Department.
- Completed more than $1.5 million in roadway maintenance projects.
- Funded more than $50,000 in minor home repair projects through a partnership of the Community Development Department and Habitat for Humanity.
- Utilizing grant funds, the Police Department implemented a co-responder program.
- Received the GFOA Distinguished Budget Award for the seventh year.

Additionally, we are negotiating with our sanitary sewer service provider to decrease the cost allowing Raytown to utilize the savings on the sanitary sewer replacement. The success and continued progress we are making as a community is only possible through teamwork and collaboration, both from within the organization and throughout the Raytown community. The City is committed to governing responsibly and maintaining its focus on our strategic goals. The City has made decisions and set a path towards continuing financial stability over the long term.

The FY23-24 budget includes revenues and expenditures for the General and other basic funds: Capital Project Fund, Capital Sales Tax Fund, Parks, Public Safety Sales Tax Fund, Risk Management Fund, Sewer Fund, Storm Water Tax Fund, TIF Fund, and Transportation Sales Tax Fund.

The Overall budget, which supports government services, totals $44,893,925. I want to bring to your attention the $2,957,676 gap between revenues and expenses. We project revenues to be $41,936,249 and expenditures to be $44,893,925. Transferring nearly $3 million from the General Fund Balance will facilitate the balancing of the budget. Maintaining a strong fund balance reserve allows the City to weather emergencies without sacrificing basic services to residents.

General Fund

Total Budgeted Revenues and Transfers grew **$1,853,396** or 12.9%

- Grant revenue is higher due to the expected increase of ARPA funds by $624,064 or 50.2%.
- Revenues in the General Fund total are also higher due to an increase related to the Use tax, an increase of $480,000 or 66.7%.
- Property taxes are projected to increase by $186,274 or 14.3% based on higher property assessments.
- Franchise tax revenue is projected to decrease because of lower cable, fiber and telecom.

Total Budgeted Expenditures and Transfers out increased **$2,338,039** or 15.9%

- ARPA expenditures are expected to be $1,850,000.
- Additional personnel expenses of $589,889 due to increases related to the adopted compensation plan and cost of living adjustment. A major personnel expense that remained flat when comparing budgets was health insurance with no increases in premium. All other expense categories saw an increase.

Park Fund

Total Budgeted revenue is projected to increase approximately **$1,470,670** or 108%.

- Proposed property tax to increase $124,302 or 19.9%.
- Grant awards expected to grow to $1,252,500 with the largest increase associated with the Kenagy Park redevelopment.
- Budgeted expenditures are proposed to increase approximately **$1,622,806** or 96.8%. The change is primarily due to increases in personnel costs at $104,953 and capital expenditures at $1,375,072.

Transportation Sales Tax

- Net Sales taxes are projected to remain constant.
- Budgeted expenses are estimated to decrease by $64,425 due to less repairs and maintenance projects.

Capital Sales Tax Fund

- Net Sales taxes are projected to remain constant.
- Total Capital outlay for citywide expenditures is projected to decrease by $85,479. Two departments will increase slightly related to vehicle purchases and IT equipment.

Public Safety Sales Tax Fund

- Total revenue reflects a 0.4% increase. This is due to higher investment income and interest earnings while sales tax remains static.
- Total Police related expenditures and transfers proposed to decrease **$170,707**. This is due to a reclassification of personnel costs as well as a lower cost for computer services.

Risk Management Fund

- The budget is consistent with previous years.

TIF Fund

The budgeted revenues should increase approximately **$172,576**.

- This is related to an economic activity tax transfer-in, and favorable investment earnings and investment income.
- Schedule debt service for the Series 2007 bonds - $2,923,800

Storm Water Sales Tax Fund

- The revenue in this fund is projected to increase by **$5,733,345** due to MDNR grant funded projects and ARPA funds used for a matching grant to perform capital projects.
- The expense in this fund is estimated to increase by approximately **$5,677,760** due to increased capital projects which include storm water improvement projects.

Capital Improvements Fund

- No significant changes.

Sewer Fund

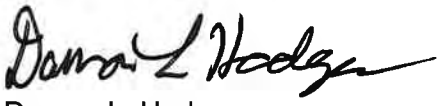
- Total Budgeted revenues are proposed to decrease approximately **$461,196**.
- The reduction is related to the removal of ARPA funds in the 2023/2024 budget.
- Investment income and investment earnings should increase by $102,524.
- Total Budgeted expenditures are estimated to decrease approximately **$1,274,865**.
- Capital Expenditures should decrease by approximately $1,170,511 due to a reduction of sewer maintenance and repair construction projects.

- The sewer rate will increase by 5.25% for the FY23-24 budget year to offset the continued rate increases from Little Blue Valley Sewer District and KCMO Water as well as to provide some funding for capital projects and maintenance of the sewer lines. Our long-term goal for the Sewer Fund is to establish a sustainable annual capital repair program for the rehabilitation of existing infrastructure.

I believe this budget underscores a commitment by all City departments to continue to work within their means and implement cost-saving efficiencies wherever possible, while preparing for the future of Raytown. I am proud to report that the City is in a stable financial position. As in past years, we will strive to strengthen the City's financial condition through planning, effective management, and expanding the City's economic base through redevelopment, economic development and the active pursuit of State, Federal and local grant funds.

I want to thank the governing body for their guidance and support throughout the development of this proposed budget. I also extend appreciation to the Finance Department staff, and the City's departmental directors, Assistant City Administrator and all the employees of the City who have each contributed creatively and have sacrificed to make the FY23-24 budget a reality.

Respectfully submitted,



Damon L. Hodges
City Administrator

City of Raytown
10000 E. 59th Street
Raytown, MO 64133
816-737-6003 (office)

Agency - Wide Summary

	General	Park	Trans. Sales Tax	Capital Sales Tax	Public Safety Sales Tax	Tax Increment Finance	Risk Management	Storm Water	Capital Improvement Projects	Sanitary Sewer	Total
	101	201	204	205	207	210	209	401	402	501	
Revenues and Other Financing Sources											
Property Taxes	$ 1,493,244	$ 746,302	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,239,546
Franchise Taxes	3,502,000	-	-	-	-	-	-	-	-	-	3,502,000
General Sales Taxes	5,155,000	370,000	1,600,000	1,300,000	1,800,000	-	-	110,000	-	-	10,335,000
Other Taxes	1,438,500	-	-	-	-	-	-	-	-	-	1,438,500
Municipal Court Receipts	267,400	-	-	-	-	-	-	-	-	-	267,400
Grants	1,866,526	1,587,500	-	9,000	-	-	-	-	-	-	3,463,026
Service Charges	86,150	52,968	-	-	-	-	-	-	-	8,128,900	8,268,018
Licenses & Permits	536,300	-	-	-	-	-	-	-	-	-	536,300
Miscellaneous	510,590	74,200	45,161	58,109	27,594	1,386,466	51,200	18,685	125,000	145,524	2,442,529
Total Revenues	14,855,710	2,830,970	1,645,161	1,367,109	1,827,594	1,386,466	51,200	128,685	125,000	8,274,424	32,492,319
Transfer in from Other Funds	1,349,670	-	-	-	-	1,699,600	80,000	6,314,660	-	-	9,443,930
Total Revenues and Other Financing Sources	16,205,380	2,830,970	1,645,161	1,367,109	1,827,594	3,086,066	131,200	6,443,345	125,000	8,274,424	41,936,249
Expenditures - by type											
Personnel Services	$ 10,463,023	$ 753,004	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,035,936	$ 12,251,963
Supplies, Services, and Charges	2,592,896	269,200	394,750	2,800	398,818	139,700	120,600	20,850	18,950	5,109,364	9,067,928
Repairs & Maintenance	481,190	121,000	368,400	-	-	-	-	133,000	-	252,800	1,356,390
Utilities	644,968	56,200	-	-	28,431	-	-	-	-	20,372	749,971
Capital Expenditures	40,000	2,041,000	500,000	1,500,914	-	-	-	6,464,660	-	1,605,989	12,152,563
Debt Service	-	-	-	-	-	2,923,800	-	-	-	1,257,039	4,180,839
Appropriation - BMX		25,000								-	25,000
Transfer to other funds	2,900,000	33,600	360,000	264,000	1,529,670	-	-	22,000	-	-	5,109,270
Total Expenditures	$ 17,122,078	$ 3,299,004	$ 1,623,150	$ 1,767,714	$ 1,956,919	$ 3,063,500	$ 120,600	$ 6,640,510	$ 18,950	$ 9,281,500	$ 44,893,925
Appropriations and Transfers Out											
City-Wide	$ 535,129	$ -	$ -	$ 93,500	$ -	$ 3,063,500	$ -	$ -	$ 15,000	$ -	$ 3,707,129
Mayor/Board	139,552	-	-	-	-	-	-	-	-	-	139,552
City Administration	1,152,313	-	-	53,000	-	-	120,600	-	-	-	1,325,913
Police Department	7,130,463	-	-	331,414	427,249	-	-	-	-	-	7,889,126
Finance	587,209	-	-	2,800	-	-	-	-	3,950	6,454,463	7,048,422
Law	194,477	-	-	-	-	-	-	-	-	-	194,477
Municipal Court	405,210	-	-	-	-	-	-	-	-	-	405,210
Public Works	2,714,997	-	1,263,150	933,000	-	-	-	6,618,510	-	2,827,037	14,356,694
Community Development	1,362,727	-	-	90,000	-	-	-	-	-	-	1,452,727
Parks & Recreation	-	3,265,404	-	-	-	-	-	-	-	-	3,265,404
Total Appropriations	14,222,078	3,265,404	1,263,150	1,503,714	427,249	3,063,500	120,600	6,618,510	18,950	9,281,500	39,784,654
Transfer to other funds	2,900,000	33,600	360,000	264,000	1,529,670	-	-	22,000	-	-	5,109,270
Total Appropriations and transfers out	17,122,078	3,299,004	1,623,150	1,767,714	1,956,919	3,063,500	120,600	6,640,510	18,950	9,281,500	44,893,925
Revenues over (under) budgeted appropriations	(916,697)	(468,034)	22,011	(400,605)	(129,325)	22,565	10,600	(197,165)	106,050	(1,007,076)	(2,957,676)
Fund balance appropriated	916,697	468,034	-	400,605	129,325	-	-	197,165	-	1,007,076	3,118,902
Revenues over (under) budgeted appropriations	$ -	$ -	$ 22,011	$ -	$ -	$ 22,565	$ 10,600	$ -	$ 106,050	$ -	$ 161,226

SUMMARY OF REVENUES AND EXPENDITURES AND FUND BALANCE
GENERAL FUND

	2021-2022 Actual	2022-2023 Budget	2022-2023 Projected	2023-2024 Budget
Total Revenues	**$13,865,964**	**$14,351,984**	**$14,823,240**	**$16,205,380**
Percentage Change	**1.34%**	**3.39%**	**3.18%**	**9.32%**
Total Expenditures	**12,201,928**	**14,769,039**	**13,226,942**	**17,122,078**
Percentage Change	**-8.37%**	**17.38%**	**-11.66%**	**29.45%**
Revenues over (under) Expenditures	**1,664,037**	**(417,056)**	**1,596,299**	**(916,697)**
Fund Balance Appropriated	**-**	**417,056**	**-**	**916,697**
Revenues and Fund Balance Appropriated Over (Under) Expenditures	**$1,664,037**	**$0**	**$1,596,299**	**$0**
Fund Balance				
Unrestricted Fund Balance	**$6,224,702**	**$6,292,546**	**$6,292,546**	**$7,888,845**
Percentage Change	**6.24%**	**1.08%**	**0.00%**	**25.37%**
Nonspendable Fund Balance	**$1,533,679**	**$1,533,679**	**$1,533,679**	**$1,533,679**
Total Fund Balance	**9,422,418**	**7,409,170**	**$9,422,524**	**$8,505,826**
Percentage Change	**21.45%**	**-27.17%**	**21.37%**	**-9.73%**

General Fund Revenues

		2021-2022 Actual	2022-2023 Budget	2022-2023 Projected	2023-2024 Budget
FUND: General					
Property Taxes					
Real Estate (Property) Tax	101-00-00-100-41101	$ 931,348	$ 935,000	$ 936,289	$ 1,123,504
Personal Property Tax	101-00-00-100-41102	197,999	205,000	$ 233,467	$ 215,040
Delinquent Real Estate Taxes	101-00-00-100-41104	22,442	28,700	$ 20,408	$ 20,000
Penalties	101-00-00-100-41105	19,765	21,100	$ 20,221	$ 20,100
Excess Proceeds	101-00-00-100-41106			$ -	$ -
Railroad & Utilities Tax	101-00-00-100-41107	40,298	40,300	$ 41,324	$ 41,000
(Real Estate) Replacement Tax	101-00-00-100-41108	57,339	57,400	$ 58,829	$ 58,000
Duplicate tax receipts	101-00-00-100-41109			$ -	$ -
Circuit Breaker Refund	101-00-00-100-41110	(1,762)	(1,700)	$ (1,426)	$ (1,400)
Delinquent Property Tax Revenue	101-00-00-100-41111	19,488	21,170	$ 17,680	$ 17,000
Total Property Tax		1,286,916	1,306,970	1,326,793	1,493,244
Franchise Taxes					
Franchise Tax - Cable	101-00-00-100-41401	236,548	277,030	$ 222,122	$ 222,000
Franchise Tax - Gas Service	101-00-00-100-41402	1,023,631	1,100,000	$ 1,258,922	$ 1,100,000
Franchise Tax - Electric	101-00-00-100-41403	1,952,901	1,904,000	$ 1,940,201	$ 1,900,000
Franchise Tax - Electric KCPL	101-00-00-100-41404			$ -	$ -
Franchise Tax - Telecomm.	101-00-00-100-41405	296,150	296,400	$ 281,533	$ 280,000
Franchise Tax - Fiber	101-00-00-100-41406	12,929	27,000	$ -	$ -
Total Franchise Tax		3,522,161	3,604,430	3,702,778	3,502,000
General Sales Tax					
Sales Tax	101-00-00-100-41201	3,785,394	3,664,400	$ 3,742,727	$ 3,755,000
Local City Use Tax	101-00-00-100-41208	892,877	720,000	$ 1,228,170	$ 1,200,000
TIF - EATS	101-00-00-001-41206	-	-	$ -	$ -
Local Marijuana Tax	101-00-00-100-41209				$ 200,000
Total General Sales Tax		4,678,271	4,384,400	4,970,897	5,155,000
Other Taxes					
Cigarette Tax	101-00-00-100-41301	$ 57,444	55,700	$ 55,373	$ 55,000
Gasoline Sales Tax	101-00-00-100-43201	$ 936,088	879,900	$ 1,019,756	$ 950,000
Motor Vehicle Sales Tax	101-00-00-100-43202	$ 296,281	305,600	$ 310,570	$ 295,000
Motor Vehicle Fee Increases	101-00-00-100-43203	$ 137,663	141,400	$ 135,910	$ 135,000
Intangible Tax(FIT)	101-00-00-100-43204	$ 10,390	10,400	$ 3,582	$ 3,500
Total Other Taxes		1,437,866	1,393,000	1,525,190	1,438,500
Municipal Court Receipts					
Fines & Forfeitures	101-52-00-100-45101	297,705	260,000	$ 264,025	$ 260,000
Crime Victims Comp	101-52-00-100-45121	542	600	$ 108	$ 100
Police Training	101-52-00-100-45122	2,928	3,300	$ 2,303	$ 2,300
Court Training	101-52-00-100-45123		-	$ -	$ -
POST Training	101-52-00-100-45124	1,324	-	$ 1,000	$ -
DWI Recoupment Fees	101-52-00-100-45125	5,520	4,600	$ 3,476	$ 3,400
Prisoner Detainee Fees	101-52-00-100-45126	2,864	3,300	$ 1,636	$ 1,600
Total Municipal Court Receipts		310,882	271,800	272,547	267,400
Grants					
Justice Assistance Grant	101-32-00-717-43101	1,078	14,198	$ 10,000	$ 16,526
Federal Grants- Cares Act COVID 19	101-00-00-719-43101		-	$ -	$ -
Federal Grant - DOJ	101-32-00-721-43101	2,296	-	$ -	$ -
Federal Grant - Jackson Co Cares	101-00-00-722-43101		-	$ -	$ -
Federal Grant-American Rescue Plan Act	101-00-00-723-43101	340,143	1,224,414	$ 222,311	$ 1,850,000
Local Grant	101-72-00-751-43050	3,438	-	$ -	$ -
Total Grants		359,764	1,242,462	232,311	1,866,526
Service Charges					
Filing Fees	101-00-00-100-42131			$ -	$ -
TDD Administration Fee	101-00-00-100-46407	838	790	$ 824	$ 800
Bus Passes	101-00-00-100-46801		-	$ -	$ -
Public Records Request	101-22-00-100-44401	39	150	$ 359	$ 350
Election Poll Rental	101-22-00-100-44402		150	$ -	$ -
Police Reports	101-32-00-100-44221	7,500	6,000	$ 7,520	$ 7,500
Fingerprint Fees	101-32-00-000-44400			$ -	$ -
Credit Card Processing Fee	101-42-00-000-42122	(839)		$ (1,313)	$ 2,000
Credit Card Processing Fee	101-52-00-000-42122	(585)		$ (1,935)	$ 800
Credit Card Processing Fee	101-82-00-000-42122	(763)		$ (922)	$ 2,200
Ambulance Fee	101-00-00-100-44201			$ -	$ -
Ambulance Fee	101-72-00-100-44201			$ -	$ -
Ambulance Fee Collections	101-72-00-100-44206		-	$ 720	$ -

General Fund Revenues

		2021-2022 Actual	2022-2023 Budget	2022-2023 Projected	2023-2024 Budget
MOEMSAC Reimbursement	101-72-00-100-44207			$ -	$ -
Ambulance Refunds	101-72-00-100-44208			$ -	$ -
Medical Records	101-72-00-100-44211	**27**	-	$ -	$ -
EMS Class Dues	101-72-00-702-44210			$ -	$ -
Weed Mowing	101-82-00-100-44103	**49,768**	**55,000**	$ **50,624**	$ **50,500**
Weed Mowing - Contra	101-82-00-073-44103	**2,857**	-	$ **2,500**	$ -
Impound Fees	101-82-00-100-44202	**23,898**	**25,000**	$ **22,363**	$ **22,000**
Total Service Charges		82,739	87,090	80,740	86,150
Licenses & Permits					
Liquor Permits/Licenses	101-00-00-100-42201	**18,475**	**21,000**	$ **20,100**	$ **20,100**
Occupational Licenses	101-00-00-100-42211	**271,381**	**260,000**	$ **259,455**	$ **260,000**
Occupational License Penalty	101-00-00-100-42212	**8,240**	**8,000**	$ **5,836**	$ **5,500**
Animal Licenses	101-00-00-100-42301	**8,297**	**9,000**	$ **7,040**	$ **7,000**
Misc. Permits / Licenses	101-22-00-100-42111	**375**	-	$ **122**	$ -
Right of Way Permits	101-62-00-100-42161	**78,265**	**55,000**	$ **102,030**	$ **90,000**
Farmers Market Vendor Fee	101-00-00-100-42172	**860**	**1,000**	$ **899**	$ **1,000**
Rezoning & Variance Fees	101-00-00-100-42141			$ -	$ -
Clean up Coupons	101-00-00-100-42173	**6,930**	**6,000**	$ **7,565**	$ **7,000**
Rezoning & Conditional Use Permit Fee	101-82-00-100-42141	**6,974**	**3,000**	$ **2,000**	$ **2,000**
Variance & Zoning Appeals Fee	101-82-00-100-42142	**1,200**	**700**	$ **1,200**	$ **700**
Building Permits	101-82-00-100-42101	**146,064**	**110,000**	$ **171,722**	$ **110,000**
Misc. Permits / Licenses	101-82-00-100-42111			$ -	$ -
Master's (Electrical/Plumber)	101-82-00-100-42221	**4,238**	**4,500**	$ **3,853**	$ **4,000**
Rental Permits	101-82-00-100-42302	**18,351**	**22,000**	$ **17,130**	$ **17,000**
Rental Inspection	101-82-00-100-42303	**18,141**	**22,000**	$ **12,600**	$ **12,000**
Total Licenses & Permits		587,791	522,200	611,551	536,300
Miscellaneous					
Raytown Fire District Fuel	101-00-00-100-43505			$ -	$ -
Raytown Fire District - 911	101-00-00-100-43506			$ -	$ -
JC Collection Commission 1%	101-00-00-100-44107			$ -	$ -
Interest Earnings	101-00-00-100-46101	**87,693**	**25,000**	$ **424,381**	$ **339,505**
Investment Income	101-00-00-100-46102	**29,488**	**3,000**	$ **166,482**	$ **133,186**
Interest Earnings - Leases	101-00-00-100-46103	**21,474**		$ -	$ -
Miscellaneous Revenue	101-00-00-100-46401	**2,155**	**7,500**	$ -	$ -
Debit Card Rebate Revenue	101-00-00-100-46403	**858**	**900**	$ **995**	$ **900**
Workers Comp Reimbursement	101-00-00-100-46404			$ -	$ -
Property & Liability Reimbursement	101-00-00-100-46408			$ -	$ -
Lease Income	101-00-00-100-46409	**32,889**	**39,600**	$ **36,300**	$ **36,300**
Insurance Reimbursements	101-00-00-102-46413			$ -	$ -
Court Ordered Restitution	101-00-00-100-46414	**411**	-	$ **1,599**	$ -
Returned Items	101-00-00-100-46501			$ -	$ -
Recycling Income	101-00-00-100-46601		**500**	$ -	$ **500**
Miscellaneous Revenue	101-32-00-100-46401	**14,090**	-	$ **100**	$ -
Miscellaneous Revenue	101-32-00-332-46401			$ -	$ -
Miscellaneous Revenue	101-52-00-100-46401	**20**	**20**	$ **5**	$ -
Miscellaneous Revenue	101-62-00-100-46401	**320**	**100**	$ **7,659**	$ **100**
Miscellaneous Revenue	101-72-00-100-46401			$ -	$ -
Miscellaneous Revenue	101-82-00-100-46401	**75**	**100**	$ -	$ **100**
Donations	101-72-00-100-47720		-	$ -	$ -
Total Miscellaneous		189,471	76,720	637,521	510,590
Transfer From Other Funds					
Transfers in from sewer					
Transfer in from PS sales tax fund	101-00-00-100-49951	**1,410,103**	$ **1,462,912**	$ **1,462,912**	**1,349,670**
Total Transfers in from Other Funds		**1,410,103**	**1,462,912**	**1,462,912**	**1,349,670**
Fund Balance Appropriated		-	-		-
TOTAL GENERAL FUND REVENUE		$ **13,865,964**	$ **14,351,984**	$ **14,823,240**	$ **16,205,380**

General Fund- City Wide

City Wide Budget	2020-2021 Actual	2021-2022 Actual	2022-2023 Projected	2023-2024 Budget
Expense Category				
Personnel Services	11,160	3,197	242,098	24,000
Supplies, Services, and Charges	1,514,899	213,710	195,956	510,129
Repairs & Maintenance	-	-	-	1,000
Utilities	-	-	-	-
Capital Expenditures	265,348	340,143	-	-
Debt Service	-	-	-	-
Operating Transfer	868,944	884,500	986,297	2,900,000
Total General Fund Request	**2,660,351**	**1,441,551**	**1,424,351**	**3,435,129**
			Request Increase (Decrease) from FY 23 Projected	**2,010,778**
			% change from FY 23 Projected	**141.17%**

* City Wide Personnel Services includes unemployment for all General Fund Departments

General Fund - Governing Body

Governing Body Budget	2020-2021 Actual	2021-2022 Actual	2022-2023 Projected	2023-2024 Budget
Expense Category				
Personnel Services	73,657	73,733	76,147	78,039
Supplies, Services, and Charges	67,793	43,738	52,528	61,513
Repairs & Maintenance	-	-	-	-
Utilities	-	-	-	-
Capital Expenditures	-	-	-	-
Debt Service	-	-	-	-
Total General Fund Request	**141,450**	**117,471**	**128,675**	**139,552**
			Request Increase (Decrease) from FY 23 Projected	**10,877**
			% change from FY 23 Projected	**8.45%**

Personnel Summary - Full time Equivalents (FTE)

Job Title	FY 22 Budget	FY 23 Budget	FY 24 Request	Difference -
Mayor	1.00	1.00	1.00	-
Alderman	10.00	10.00	10.00	-
	11.00	11.00	11.00	0.00

General Fund - Administration

Administration Budget	2020-2021 Actual	2021-2022 Actual	2022-2023 Projected	2023-2024 Budget
Expense Category				
Personnel Services	741,503	809,795	957,229	1,009,446
Supplies, Services, and Charges	91,502	117,373	88,972	134,367
Repairs & Maintenance	-	-	-	-
Utilities	7,561	7,911	8,440	8,500
Capital Expenditures	-	-	-	-
Debt Service	-	-	-	-
Total General Fund Request	**840,566**	**935,078**	**1,054,641**	**1,152,313**
			Request Increase (Decrease) from FY 23 Projected	**97,672**
			% change from FY 23 Projected	**9.26%**

Personnel Summary - Full time Equivalents (FTE)

Job Title	FY 22 Budget	FY 23 Budget	FY 24 Request	Difference -
City Administrator	1.00	1.00	1.00	-
City Clerk	1.00	1.00	1.00	-
Assistant City Administrator/E.D.	1.00	1.00	1.00	-
HR Manager	1.00	1.00	1.00	-
Public Information Officer	1.00	1.00	1.00	-
Sr. Admin Assistant	1.00	1.00	1.00	-
Sr. IS Coordinator	1.00	1.00	1.00	-
HR Specialist	0.50	-	-	-
	7.50	7.00	7.00	-

General Fund - Police

Police Budget	2020-2021 Actual	2021-2022 Actual	2022-2023 Projected	2023-2024 Budget
Expense Category				
Personnel Services	5,271,147	5,222,862	5,357,470	6,350,422
Supplies, Services, and Charges	597,600	564,320	494,061	581,876
Repairs & Maintenance	96,549	156,233	153,141	168,915
Utilities	26,766	25,076	24,750	29,250
Capital Expenditures	-	-	-	-
Debt Service	-	-	-	-
Total General Fund Request	**5,992,062**	**5,968,492**	**6,029,422**	**7,130,463**
			Request Increase (Decrease) from FY 23 Projected	**1,101,041**
			% change from FY 23 Projected	**18.26%**

Personnel Summary - Full time Equivalents (FTE)

Job Title	FY 22 Budget	FY 23 Budget	FY 24 Request	Difference -
Admin. Assistant	1.00	1.00	1.00	-
Booking	-	-	-	-
Captain	4.00	4.00	4.00	-
Chief	1.00	1.00	1.00	-
Crime Analyst	1.00	1.00	1.00	-
Deputy Chief	1.00	1.00	1.00	-
Detective	5.00	6.00	4.00	(2.00)
Detention Supervisor	1.00	1.00	1.00	-
Detention Technician	7.00	7.00	7.00	-
Dispatch Supervisor	1.00	1.00	1.00	-
Dispatcher	6.00	6.00	6.00	-
Executive Assistant	1.00	1.00	1.00	-
Impact Officer *	3.00	3.00	3.00	-
Major	-	-	-	-
Patrol Corporal	4.00	4.00	4.00	-
Patrol Officer	17.00	16.00	18.00	2.00
Patrol Sergeant	4.00	4.00	4.00	-
Property/Supply	1.10	1.10	2.00	0.90
Records Clerk	1.00	1.00	1.00	-
Sergeant Investigations	2.00	2.00	2.00	-
	61.10	61.10	62.00	0.90
Police Reserve	6.00	6.00	6.00	-

***Includes General Fund and PSST Personnel**

Finance Budget	2020-2021 Actual	2021-2022 Actual	2022-2023 Projected	2023-2024 Budget
Expense Category				
Personnel Services	334,701	235,455	198,823	347,060
Supplies, Services, and Charges	123,661	196,500	293,359	197,649
Repairs & Maintenance	2,316	2,316	2,500	2,500
Utilities	-	-	-	-
Capital Expenditures	-	-	-	40,000
Debt Service	-	-	-	-
Total General Fund Request	**460,678**	**434,271**	**494,682**	**587,209**
			Request Increase (Decrease) from FY 23 Projected	**92,527**
			% change from FY 23 Projected	**18.70%**

Personnel Summary - Full time Equivalents (FTE)

Job Title	FY 22 Budget	FY 23 Budget	FY 24 Request	Difference -
Accountant	0.25	0.85	0.85	-
Controller	0.45	0.50	0.50	-
Director of Finance	0.85	0.85	0.85	-
Payroll Clerk	0.90	0.90	0.90	-
Treasury Analyst	-	-	-	-
Treasury Clerk	0.50	0.50	0.50	-
	2.95	3.60	3.60	-

General Fund - Law

Law Budget	2020-2021 Actual	2021-2022 Actual	2022-2023 Projected	2023-2024 Budget
Expense Category				
Personnel Services	33,468	34,629	35,330	38,127
Supplies, Services, and Charges	121,267	125,119	135,663	156,350
Repairs & Maintenance	-	-	-	-
Utilities	-	-	-	-
Capital Expenditures	-	-	-	-
Debt Service	-	-	-	-
Total General Fund Request	**154,735**	**159,748**	**170,993**	**194,477**
			Request Increase (Decrease) from FY 23 Projected	**23,485**
			% change from FY 23 Projected	**13.73%**

Personnel Summary - Full time Equivalents (FTE)

Job Title	FY 22 Budget	FY 23 Budget	FY 24 Request	Difference -
City Prosecutor	0.50	0.50	0.50	-
	0.50	0.50	0.50	-

General Fund - Court

Court Budget	2020-2021 Actual	2021-2022 Actual	2022-2023 Projected	2023-2024 Budget
Expense Category				
Personnel Services	249,630	265,148	300,060	305,698
Supplies, Services, and Charges	50,755	57,270	22,080	99,162
Repairs and Maintenance	-	-	-	-
Utilities	300	300	300	350
Capital Expenses	-	-	-	-
Debt Service	-	-	-	-
Total General Fund Request	**300,685**	**322,718**	**322,440**	**405,210**
			Request Increase (Decrease) from FY 23 Projected	**82,770**
			% change from FY 23 Projected	**25.67%**

Personnel Summary - Full time Equivalents (FTE)

Job Title	FY 22 Budget	FY 23 Budget	FY 24 Request	Difference -
Judge	1.00	1.00	1.00	-
Chief Court Clerk	1.00	1.00	1.00	-
Court Clerks	2.00	2.00	2.00	-
Police Reserve	0.78	0.78	0.78	-
	4.78	4.78	4.78	-

Public Works Budget	2020-2021 Actual	2021-2022 Actual	2022-2023 Projected	2023-2024 Budget
Expense Category				
Personnel Services	938,368	940,807	1,159,034	1,376,330
Supplies, Services, and Charges	171,431	251,306	354,317	440,150
Repairs & Maintenance	255,262	264,009	260,308	298,150
Utilities	457,796	468,624	526,607	600,368
Capital Expenditures	-	-	-	-
Debt Service	-	-	-	-
Total General Fund Request	**1,822,857**	**1,924,746**	**2,300,266**	**2,714,997**
			Request Increase (Decrease) from FY 23 Projected	**414,731**
			% change from FY 23 Projected	**18.03%**

Personnel Summary - Full time Equivalents (FTE)

Job Title	FY 22 Budget	FY 23 Budget	FY 24 Request	Difference -
Administrative Asst.	1.10	1.10	1.10	-
City Engineer	0.50	0.50	0.50	-
Crew Leader	3.00	3.00	2.00	(1.00)
Building Maint. Worker	1.75	1.75	1.75	-
Asst. Public Works Director	0.25	0.25	0.25	-
Public Works Director	0.50	0.50	0.50	-
Engineering Intern	-	-	-	-
Engineering Technician	0.50	0.50	0.50	-
Fleet Maint. Supervisor	0.80	0.80	0.80	-
Maint. Worker	6.00	5.00	5.00	-
Mechanic	0.80	0.80	0.80	-
Operations Supervisor	-	1.00	1.00	-
Superintendent	0.50	0.50	0.50	-
ROW Inspector	0.60	0.60	0.60	-
Sr. Maint. Worker	1.00	1.00	1.00	
Traffic Specialist	-	-	1.00	1.00
	17.30	17.30	17.30	-

Community Development Budget	2020-2021 Actual	2021-2022 Actual	2022-2023 Projected	2023-2024 Budget
Expense Category				
Personnel Services	700,081	661,466	888,028	933,901
Supplies, Services, and Charges	233,807	225,964	396,320	411,701
Repairs & Maintenance	4,352	7,019	10,625	10,625
Utilities	5,603	3,406	6,500	6,500
Capital Expenditures	-	-	-	-
Debt Service	-	-	-	-
Total General Fund Request	**943,843**	**897,854**	**1,301,473**	**1,362,727**

Request Increase (Decrease) from FY 23 Projected	**61,254**
% change from FY 23 Projected	**4.71%**

Personnel Summary - Full time Equivalents (FTE)

Job Title	FY 22 Budget	FY 23 Budget	FY 24 Request	Difference -
Administrative Assistant	-	1.00	1.00	-
Building Official	1.00	1.00	1.00	-
Director	1.00	1.00	1.00	-
N.S. Specialist	4.00	4.00	4.00	-
N.S. Supervisor	-	-	-	-
Inspector	1.00	1.00	1.00	-
Permit Tech	3.00	3.00	3.00	-
Planning & Zoning Coordinator	1.00	1.00	1.00	-
	11.00	12.00	12.00	-

SUMMARY OF REVENUES AND EXPENDITURES AND FUND BALANCE
PARK FUND

	2021-2022 Actual	2022-2023 Budget	2022-2023 Projected	2023-2024 Budget
Total Revenues	**$1,373,656**	**$1,360,300**	**$1,288,510**	**$2,830,970**
Percentage Change	**23.72%**	**-1.20%**	**-5.28%**	**119.71%**
Total Expenditures	**1,676,198**	**1,840,863**	**1,284,916**	**3,299,004**
Percentage Change	**67.05%**	**16.41%**	**-30.20%**	**156.75%**
Revenues over (under) Expenditures	**(302,542)**	**(480,563)**	**3,594**	**(468,034)**
Fund Balance Appropriated	**302,542**	**480,563**	**-**	**468,034**
Revenues and Fund Balance Appropriated Over (Under) Expenditures	**$0.00**	**$0**	**$3,594**	**$0**
Fund Balance				
Unrestricted Fund Balance	**$1,291,702**	**$854,792**	**$854,792**	**$858,386**
Percentage Change	**9.02%**	**-41.30%**	**-5.67%**	**0.42%**
Restricted Fund Balance	**$41,673**	**$41,673**	**$41,673**	**$41,673**
Total Fund Balance	**1,030,833**	**$415,902**	**$900,059**	**$432,025**
Percentage Change	**-22.69%**	**-50.14%**	**-17.64%**	**-52.00%**

		2021-2022 Actual	2022-2023 Budget	2022-2023 Projected	2023-2024 Budget
FUND: Park					
Property Taxes					
Real Estate (Property) Tax	201-92-00-100-41101	$ 465,166	$ 455,000	$ 468,261	$ 559,998
Personal Property Tax	201-92-00-100-41102	98,891	90,000	$ 117,619	107,184
Delinquent Real Estate Taxes	201-92-00-100-41104	11,209	13,000	$ 10,212	12,000
Penalties	201-92-00-100-41105	9,872	10,000	$ 9,694	9,900
Excess Proceeds	201-92-00-100-41106	-	-		
Railroad & Utilities Tax	201-92-00-100-41107	20,127	19,000	$ 20,640	19,700
(Real Estate) Replacement Tax	201-92-00-100-41108	28,638	28,000	$ 29,383	28,500
Circuit Breaker Refund	201-92-00-100-41110	(908)	(1,000)	$ (669)	(680)
Delinquent Property Tax Revenue	201-92-00-100-41111	9,733	8,000	$ 9,288	9,700
Total Property Tax		642,728	622,000	664,427	746,302
General Sales Tax					
Parks/Storm Water Capital Sales Tax	201-00-00-100-41205	354,880	327,000	368,811	370,000
Total General Sales Tax		354,880	327,000	368,811	370,000
Grants					
Grants (LWCF S.S. Demo)	201-92-00-753-43101	-	-	-	456,000
Grants (53rd St./ S.S. redevelopment)	201-92-00-754-43101	-	-	-	100,000
Grants (Kenagy redevelopment)	201-92-00-755-43101	-	-	-	1,000,000
Federal Grant-American Rescue Plan Act	101-00-00-723-43101			22,077	
Grants	201-92-00-100-43101	224,486	335,000	50,000	31,500
Total Grants		224,486	335,000	72,077	1,587,500
Service Charges					
Ballfield Lights Fees	201-92-00-100-47101	1,445	3,000	1,380	1,500
Shelter House Rental Fees	201-92-00-100-47105	23,184	22,000	26,233	25,000
Sports Field Rental Fees	201-92-00-100-47110	8,952	12,000	2,260	1,500
Concession Permit	201-94-00-902-47115		-	-	
Golf Lessons	201-94-00-902-47201		-	-	
Team Sports League	201-92-00-100-47204	26,088	18,000	20,699	24,000
Participant Fees	201-92-00-200-47401	34,088	-	28,094	-
Concession Sales	201-92-00-200-47405	3,948	-	3,449	-
Credit Card Processing Fee	201-92-00-000-42122	754	-	713	968
Total Service Charges		98,458	55,000	82,828	52,968
Miscellaneous					
Interest Earnings	201-92-00-100-46101	9,235	2,000	48,943	30,000
Investment Income	201-00-00-100-46102	2,958	400	17,804	17,000
Gain on Sale of Fixed Assets	201-92-00-100-46303	16,300	4,500	25,690	15,000
Miscellaneous Revenue	201-00-00-100-46401		300	-	
Vending Machine-Kenagy	201-92-00-100-47116	1,338	1,100	1,235	1,200
Donations	201-92-00-100-47220	12,550	12,000	5,850	11,000
Other Income	201-92-00-100-47425	489	1,000	846	
Total Miscellaneous		42,869	21,300	100,368	74,200
Fund Balance Appropriated			-	-	-
TOTAL PARKS REVENUE		$ 1,363,421	$ 1,360,300	$ 1,288,510	$ 2,830,970

Park Budget	2020-2021 Actual	2021-2022 Actual	2022-2023 Projected	2023-2024 Budget
Expense Category				
Personnel Services	582,843	648,051	747,188	753,004
Supplies, Services, and Charges	172,591	205,516	249,245	269,200
Repairs & Maintenance	72,933	69,181	105,143	121,000
Utilities	48,258	53,068	51,740	56,200
Capital Expenditures	93,092	665,928	63,000	2,041,000
Debt Service	-	-	-	-
Budget Appropriations	-	-	35,000	25,000
Operating Transfer	33,700	34,454	33,600	33,600
	1,003,417	**1,676,198**	**1,284,916**	**3,299,004**
			Request Increase (Decrease) from FY 23 Projected	**2,014,088**
			% change from FY 23 Projected	**156.75%**

Personnel Summary - Full time Equivalents (FTE)

Job Title	FY 22 Budget	FY 23 Budget	FY 24 Request	Difference -
Admin Srvc Coordinator	1.00	1.00	1.00	-
Director	1.00	1.00	1.00	-
Horticulturist	1.00	1.00	1.00	-
Landscape Tech	1.00	1.00	1.00	-
Maint I	1.00	1.00	1.00	-
Maint II	1.00	1.00	1.00	-
Maint III	1.00	1.00	1.00	-
Seasonal Maintenance Worker	0.96	0.48	0.48	-
Sports & Special Events	1.00	1.00	1.00	-
Superintendent	1.00	1.00	1.00	-
	9.96	9.48	9.48	-

SUMMARY OF REVENUES AND EXPENDITURES AND FUND BALANCE
TRANSPORTATION SALES TAX FUND

	2021-2022 Actual	2022-2023 Budget	2022-2023 Projected	2023-2024 Budget
Total Revenues	**$1,988,770**	**$1,583,500**	**$2,513,133**	**$1,645,161**
Percentage Change	**-3.36%**	**2.39%**	**58.71%**	**-34.54%**
Total Expenditures	**$1,772,475**	**1,687,575**	**2,556,812**	**1,623,150**
Percentage Change	**-41.40%**	**147.58%**	**51.51%**	**-36.52%**
Revenues over (under) Expenditures	**216,295**	**(104,075)**	**(43,679)**	**22,011**
Fund Balance Appropriated	**-**	**104,075**	**43,679**	**-**
Revenues and Fund Balance Appropriated Over (Under) Expenditures	**$216,295**	**$0**	**$0**	**$22,011**
Fund Balance				
Restricted Fund Balance	**$1,027,996**	**$1,140,216**	**$992,463**	**$970,795**
Percentage Change	**-48.47%**	**237.90%**	**194.11%**	**-2.18%**
Restricted Fund Balance	**$0**	**$0**	**$0**	**$0**
Total Fund Balance	**$1,244,291**	**$1,036,141**	**948,784**	**$992,805**
Percentage Change	**21.04%**	**-48.06%**	**-52.44%**	**4.64%**

		2021-2022 Actual	2022-2023 Budget	2022-2023 Projected	2023-2024 Budget
FUND: Transportation Sales Tax					
Sales Tax					
Transportation Sales Tax	204-00-00-100-41203	$ 1,705,196	$ 1,580,100	$ 1,656,682	$ 1,600,000
TIF - EATS	204-00-00-001-41206	-	-	$ -	$ -
Total General Sales Tax		1,705,196	1,580,100	1,656,682	1,600,000
Grants					
Grants - MARC Traffic Study	204-62-00-710-43000				10,000
Grants - 83rd Street Bridge	204-62-00-711-43101				-
Grants - 59th Street Sidewalk	204-62-00-713-43101	-	-	$ -	$ -
Grants - 350 Hwy & Raytown Rd	204-62-00-714-43101	171,816	-	$ -	$ -
Grants - TEAP	204-62-00-720-43101	-	-	$ -	$ -
Total Grants		171,816	-	-	-
Miscellaneous					
Interest Earnings	204-00-00-100-46101	10,305	3,000	$ 41,666	$ 33,333
Investment Income	204-00-00-100-46102	3,454	400	$ 14,785	$ 11,828
Miscellaneous Revenue	204-62-00-100-46401	98,000	-	$ -	$ -
Total Miscellaneous		111,759	3,400	56,451	45,161
One Time Revenues					
Bond Issuance					
Total One Time Revenues		-	-	-	-
Transfer From Other Funds					
					-
Total Transfers From Other Funds	204-00-00-100-49951	-	-	800,000	-
TOTAL TRANS. SALES TAX REVENUE		$ 1,988,770	$ 1,583,500	$ 2,513,133	$ 1,645,161

Transportation Sales Tax Fund Budget	2020-2021 Actual	2021-2022 Actual	2022-2023 Projected	2023-2024 Budget
Expense Category				
Personnel Services	-	-	-	-
Supplies, Services, and Charges	290,981	158,846	205,704	394,750
Repairs & Maintenance	780,744	939,063	1,842,495	368,400
Utilities	-	-	-	-
Capital Expenditures	1,593,565	307,315	152,714	500,000
Debt Service	-	-	-	-
Operating Transfer	359,472	367,250	355,898	360,000
Total Transportation Sales Tax Fund Request	**3,024,762**	**1,772,475**	**2,556,812**	**1,623,150**

SUMMARY OF REVENUES AND EXPENDITURES AND FUND BALANCE
CAPITAL SALES TAX FUND

	2021-2022 Actual	2022-2023 Budget	2022-2023 Projected	2023-2024 Budget
Total Revenues	**$1,454,412**	**1,335,610**	**$1,494,808**	**$1,358,109**
Percentage Change	**6.37%**	**23.09%**	**11.92%**	**-9.14%**
Total Expenditures	**$1,590,813**	**1,853,193**	**1,554,957**	**1,767,714**
Percentage Change	**-19.96%**	**16.49%**	**-16.09%**	**13.68%**
Revenues over (under) Expenditures	**(136,400)**	**(517,583)**	**(60,149)**	**(409,605)**
Fund Balance Appropriated	**136,400**	**517,583**	**60,149**	**409,605**
Revenues and Fund Balance Appropriated Over (Under) Expenditures	**$0**	**$0**	**$0**	**$0**
Fund Balance				
Restricted Fund Balance	**$1,456,714**	**$1,320,314**	**$1,320,314**	**$1,260,165**
Percentage Change	**-29.86%**	**-13.35%**	**-13.35%**	**-4.56%**
Restricted Fund Balance	**$0**	**$0**	**$0**	**$0**
Total Fund Balance	**$1,320,314**	**$802,731**	**$1,260,165**	**$850,559**
Percentage Change	**-9.36%**	**-61.35%**	**-39.32%**	**-32.50%**

		2021-2022 Actual	2022-2023 Budget	2022-2023 Projected	2023-2024 Budget
Sales Tax					
Capital Sales Tax	205-00-00-100-41204	$ 1,419,510	$ 1,307,000	$ 1,409,773	$ 1,350,000
TIF - EATS	205-00-00-001-41206	-	-	$ -	$ -
Total General Sales Tax		1,419,510	1,307,000	1,409,773	1,300,000
Grants					
Grants - Bullet Proof Vest	205-32-00-313-43101	-	10,210	$ -	$ 9,000
Total Grants		-	10,210	-	-
Miscellaneous					
Federal Grant	205-32-00-313-43101	-	-	$ -	$ -
Fire District Reimburse	205-72-00-100-43535	-	-	$ -	$ -
Interest Earnings	205-00-00-100-46101	11,160	3,000	$ 43,164	$ 34,531
Investment Income	205-00-00-100-46102	3,717	400	$ 16,972	$ 13,578
Sale of Fixed Asset	205-00-00-100-46303	20,025	15,000	$ 24,900	$ 10,000
Total Miscellaneous		34,902	18,400	85,036	58,109
One Time Revenues					
Total One Time Revenues		-	-	-	-
Transfer From Other Funds					
		-	-		-
Total Transfers From Other Funds		-	-	-	-
Fund Balance Appropriated		-	-	-	-
TOTAL CAPITAL SALES TAX REVENUE		$ 1,454,412	$ 1,335,610	$ 1,494,808	$ 1,358,109

Capital Sales Tax Fund Budget

Expense Category	2020-2021 Actual	2021-2022 Actual	2022-2023 Projected	2023-2024 Budget
Personnel Services	-	-	-	-
Supplies, Services, and Charges	3,641	2,472	2,867	2,800
Repairs & Maintenance	-	-	-	-
Utilities	-	-	-	-
Capital Expenditures	1,714,247	1,312,342	1,287,627	1,500,914
Debt Service	-	-	-	-
Operating Transfer	269,604	275,999	264,464	264,000
Total Capital Sales Tax Fund Request	**1,987,492**	**1,590,813**	**1,554,957**	**1,767,714**

SUMMARY OF REVENUES AND EXPENDITURES AND FUND BALANCE
PUBLIC SAFETY SALES TAX FUND

	2021-2022 Actual	2022-2023 Budget	2022-2023 Projected	2023-2024 Budget
Total Revenues	**$1,899,956**	**$1,820,312**	**$1,880,855**	**$1,827,594**
Percentage Change	**5.75%**	**-4.19%**	**17.00%**	**-2.83%**
Total Expenditures	**$2,040,813**	**$2,127,626**	**2,045,114**	**1,956,919**
Percentage Change	**3.89%**	**4.25%**	**33.13%**	**-4.31%**
Revenues over (under) Expenditures	**(140,857)**	**(307,314)**	**(164,259)**	**(129,325)**
Fund Balance Appropriated	**140,857**	**307,314**	**164,259**	**129,325**
Revenues and Fund Balance Appropriated Over (Under) Expenditures	**$0**	**$0**	**$0**	**$0**
Restricted Fund Balance	**$845,897**	**$705,040**	**$705,040**	**$540,782**
Percentage Change	**-16.55%**	**-16.65%**	**0.00%**	**-23.30%**
Total Fund Balance	**$705,040**	**397,726**	**540,782**	**$411,457**
Percentage Change	**-16.65%**	**-43.59%**	**-46.65%**	**-23.91%**

		2021-2022 Actual	2022-2023 Budget	2022-2023 Projected	2023-2024 Budget
FUND: Public Safety Sales Tax					
Sales Tax					
Public Safety Sales Tax	207-00-00-100-41207	$ 1,892,680	$ 1,818,000	$ 1,846,363	$ 1,800,000
TIF - EATS	207-00-00-001-41206	-	-	$ -	$ -
Total General Sales Tax		1,892,680	1,818,000	1,846,363	1,800,000
Miscellaneous					
Interest Earnings	207-00-00-100-46101	5,507	2,000	$ 24,466	$ 19,573
Investment Income	207-00-00-100-46102	1,768	300	$ 10,027	$ 8,021
Total Miscellaneous		7,276	2,300	34,493	27,594
One Time Revenues					
Total One Time Revenues		-	-	-	-
Transfer From Other Funds					
					-
Total Transfers From Other Funds		-	-	-	-
TOTAL PUBLIC SAFETY SALES TAX REVENUE		$1,899,956	$1,820,300	$1,880,855	$1,827,594

Public Safety Sales Tax Fund Budget	2020-2021 Actual	2021-2022 Actual	2022-2023 Projected	2023-2024 Budget
Expense Category				
Personnel Services	-	-	-	-
Supplies, Services, and Charges	100,806	257,267	454,213	398,818
Repairs & Maintenance	-	-	-	-
Utilities	29,637	23,570	28,500	28,431
Capital Expenditures	-	166,119	-	-
Operating Transfer	1,833,942	1,593,857	1,638,810	1,529,670
Total Public Safety Fund Request	**1,964,385**	**2,040,813**	**2,121,524**	**1,956,919**
			Request Increase (Decrease) from FY 23 Projected	**(164,605)**
			% change from FY 23 Projected	**-7.76%**

SUMMARY OF REVENUES AND EXPENDITURES AND FUND BALANCE
RISK MANAGEMENT FUND

	2021-2022 Actual	2022-2023 Budget	2022-2023 Projected	2023-2024 Budget
Total Revenues	**$ 43,415**	**$ 123,000**	**$ 132,923**	**$ 131,200**
Percentage Change	**-24.55%**	**247.89%**	**8.07%**	**-1.30%**
Total Expenditures	**$ 134,351**	**123,300**	**102,113**	**120,600**
Percentage Change	**-25.09%**	**28.49%**	**-17.18%**	**18.10%**
Revenues over (under) Expenditures	**(90,935)**	**(300)**	**30,810**	**10,600**
Fund Balance Appropriated	**90,935**	**300**	**-**	**-**
Revenues and Fund Balance Appropriated Over (Under) Expenditures	**$ -**	**$ -**	**$ 30,810**	**$ 10,600**
Fund Balance				
Fund Balance	**$ 68,474**	**$ 16,747**	**$ 16,747**	**$47,557**
Percentage Change	**-64.01%**	**-93.32%**	**0.00%**	**183.97%**
Restricted Fund Balance	**$0**	**$0**	**$0**	**$0**
Total Fund Balance	**(22,461)**	**$16,447**	**$47,557**	**$58,157**
Percentage Change	**-132.80%**	**-91.36%**	**189.15%**	**22.29%**

		2021-2022 Actual	2022-2023 Budget	2022-2023 Projected	2023-2024 Budget
FUND: Risk Management					
Miscellaneous					
Interest Earnings	209-00-00-100-46101	$ -	$ -	$ 500	$ 1,000
Investment Income	209-00-00-100-46102	-	-	$ 188	$ 200
Claims Reimbursements	209-00-00-100-46412	43,415	40,000	$ 44,310	$ 45,000
Reimbursements	209-00-00-100-46413	-	-	$ -	$ -
Loss Control Compliance	209-00-00-100-46902	-	-	$ 4,925	$ 5,000
Total Miscellaneous		43,415	40,000	49,923	51,200
One Time Revenues					
		-	-		
Total One Time Revenues		-	-		-
Transfer From Other Funds					
Operating Transfer IN	209-00-00-100-49951		83,000	$ 83,000	$ 80,000
Total Transfers From Other Funds		-	83,000	83,000	80,000
TOTAL RISK MANAGEMENT REVENUE		$ 43,415	$ 123,000	$ 132,923	$ 131,200

Risk Management Fund Budget

Expense Category	2020-2021 Actual	2021-2022 Actual	2022-2023 Projected	2023-2024 Budget
Personnel Services	-	-	-	-
Supplies, Services, and Charges	179,349	134,351	102,113	120,600
Repairs & Maintenance	-	-	-	-
Utilities	-	-	-	-
Capital Expenditures	-	-	-	-
Debt Service	-	-	-	-
Operating Transfer	-	-	-	-
Total Risk Management Fund Request	**179,349**	**134,351**	**102,113**	**120,600**

Request Increase (Decrease) from FY 23 Projected	**18,487**
% change from FY 23 Projected	**18.10%**

SUMMARY OF REVENUES AND EXPENDITURES AND FUND BALANCE
TIF FUND

	2021-2022 Actual	2022-2023 Budget	2022-2023 Projected	2023-2024 Budget
Total Revenues	**$2,992,634**	**2,913,490**	**$3,031,882**	**$3,086,066**
Percentage Change	**2.74%**	**-8.26%**	**-4.53%**	**1.79%**
Total Expenditures	**$3,136,780**	**3,172,428**	**3,182,712**	**3,063,500**
Percentage Change	**5.14%**	**8.71%**	**9.06%**	**-3.75%**
Revenues over (under) Expenditures	**($144,146)**	**(258,938)**	**(150,830)**	**22,565**
Fund Balance Appropriated	**1,763,477**	**258,938**	**150,830**	**-**
Revenues and Fund Balance Appropriated Over (Under) Expenditures	**$1,619,331**	**-**	**$0**	**$22,565**
Fund Balance				
Restricted Fund Balance	**$4,139,482**	**$3,995,334**	**$3,995,334**	**$3,844,504**
Percentage Change	**-38.97%**	**1.08%**	**1.08%**	**-3.78%**
Total Fund Balance	**$3,995,334**	**$3,736,396**	**$3,844,504**	**$3,867,069**
Percentage Change	**1.08%**	**-11.25%**	**-8.69%**	**0.59%**

		2021-2022 Actual	2022-2023 Budget	2022-2023 Projected	2023-2024 Budget
FUND: TIF					
Miscellaneous					
Interest Earnings	210-01-00-001-46101	$ 13,101	$ 3,200	$ 66,038	$ 52,830
Investment Income	210-00-00-100-46102	455	60	$ 6,420	$ 5,136
CID Revenue	210-00-00-001-46910	559,199	542,000	$ 540,924	$ 540,000
CID - 350 Hwy Area 2	210-00-00-201-46910	9,851	9,620	$ 6,961	$ 8,000
TDD Revenue	210-00-00-001-46911	80,945	72,200	$ 79,270	$ 72,200
350 Highway Raytown Fire EAT's Area 2	210-00-00-201-46912	2,574	4,700	$ 2,449	$ 2,500
350 Highway Jackson County EAT's	210-00-00-001-46913	257,607	247,500	$ 273,781	$ 250,000
350 Highway Jackson Co EAT's Area 2	210-00-00-201-46913	15,444	24,300	$ 25,309	$ 24,300
350 Highway TIF EAT's	210-01-00-001-46914		-	$ -	$ -
350 Highway TIF City Pledge	210-00-00-001-46915		-	$ -	$ -
350 Highway KC Zoo EAT's	210-00-00-001-46916	41,516	40,900	$ 40,630	$ 40,000
350 Highway KC Zoo EAT's Area 2	210-00-00-201-46916	5,585	5,650	$ 5,249	$ 5,000
350 Highway TIF Pilot	210-00-00-001-49953	290,812	290,810	$ 291,882	$ 290,000
350 Highway TIF Pilot Area 2	210-00-00-201-49953	96,213	96,950	$ 96,567	$ 96,500
Total Miscellaneous		1,373,302	1,337,890	1,435,479	1,386,466
One Time Revenues					
Total One Time Revenues		-	-	-	-
Transfer From Other Funds					
Operating Transfer in - TIF EAT's	210-01-00-001-49950	918,770	894,600	$ 878,402	$ 896,600
Operating Transfer in - TIF EAT's Area 2	210-01-00-201-49950	-	-	$ 21,344	$ 20,000
Operating Transfer in	210-00-00-001-49951	-	-	$ -	$ 100,000
Operating Transfer in City Pledge	210-00-00-001-49951	700,562	681,000	$ 696,657	$ 683,000
Total Transfers From Other Funds		1,619,332	1,575,600	1,596,402	1,699,600
TOTAL TIF REVENUE		$ 2,992,634	$ 2,913,490	$ 3,031,882	$ 3,086,066

TIF Fund Budget	2020-2021 Actual	2021-2022 Actual	2022-2023 Projected	2023-2024 Budget
Expense Category				
Personnel Services	-	-	-	-
Supplies, Services, and Charges	231,445	244,971	260,994	139,700
Repairs & Maintenance	-	-	-	-
Utilities	-	-	-	-
Capital Expenditures	-	-	-	-
Debt Service	2,751,974	2,891,809	2,921,718	2,923,800
Operating Transfer	-	-	-	-
Total TIF Fund Request	**2,983,419**	**3,136,780**	**3,182,712**	**3,063,500**

SUMMARY OF REVENUES AND EXPENDITURES AND FUND BALANCE
STORM WATER FUND

	2021-2022 Actual	2022-2023 Budget	2022-2023 Projected	2023-2024 Budget
Total Revenues	**$274,618**	**$710,000**	**$737,503**	**$6,443,345**
Percentage Change	**4.41%**	**143.54%**	**152.98%**	**773.67%**
Total Expenditures	**$255,504**	**962,750**	**462,605**	**6,640,510**
Percentage Change	**187%**	**276.80%**	**-51.95%**	**1335.46%**
Revenues over (under) Expenditures	**19,114**	**(252,750)**	**274,898**	**(197,165)**
Fund Balance Appropriated	**-**	**252,750**	**-**	**197,165**
Revenues and Fund Balance Appropriated Over (Under) Expenditures	**$19,114**	**$0**	**$274,898**	**$0**
Fund Balance				
Restricted Fund Balance	**524,023**	**$497,844**	**497,844**	**772,742**
Percentage Change	**49.68%**	**106.40%**	**106.40%**	**55.22%**
Restricted Fund Balance		**$0**	**$0**	**$0**
Total Fund Balance	**543,137**	**$245,094**	**772,742**	**$575,577**
Percentage Change	**3.65%**	**-29.99%**	**120.73%**	**-25.52%**

		2021-2022 Actual	2022-2023 Budget	2022-2023 Projected	2023-2024 Budget
FUND: Storm Water					
Sales Tax					
Parks/Storm Water Sales Tax	401-00-00-100-41205	$ 118,293	$ 108,000	$ 114,148	$ 110,000
TIF - EATS	401-00-00-001-41206	-	-	$ -	$ -
Total General Sales Tax		118,293	108,000	114,148	110,000
Miscellaneous					
Interest Earnings	401-00-00-100-46101	4,761	1,800	$ 16,854	$ 13,483
Investment Income	401-00-00-100-46102	1,564	200	$ 6,502	$ 5,201
Miscellaneous Revenue	401-00-00-100-46401				
Total Miscellaneous		6,325	2,000	23,356	18,685
Transfer From Other Funds					
MDNR Storm Water Grant	401-00-00-100-49999		450,000	$ 450,000	$ 4,314,660
Operating Transfer IN - ARPA Funds Grant Match	401-00-00-100-49951				$ 1,850,000
Operating Transfer IN		150,000	150,000	$ 150,000	$ 150,000
Total Transfers From Other Funds		150,000	600,000	600,000	6,314,660
TOTAL STORM WATER REVENUE		$274,618	$710,000	$737,503	$6,443,345

Storm Water Fund Budget

Expense Category	2020-2021 Actual	2021-2022 Actual	2022-2023 Projected	2023-2024 Budget
Personnel Services	-	-	-	-
Supplies, Services, and Charges	21,880	10,044	2,664	20,850
Repairs & Maintenance	28,821	21,018	20,000	133,000
Utilities	-	-	-	-
Capital Expenditures	15,904	201,068	417,953	6,464,660
Debt Service	-	-	-	-
Operating Transfer	22,467	23,374	21,988	22,000
Total Storm Water Fund Request	**89,072**	**255,504**	**462,605**	**6,640,510**

SUMMARY OF REVENUES AND EXPENDITURES AND FUND BALANCE
CAPITAL IMPROVEMENTS FUND

	2021-2022 Actual	2022-2023 Budget	2022-2023 Projected	2023-2024 Budget
Total Revenues	**$35,563**	**$29,200**	**$129,119**	**$125,000**
Percentage Change	**47.95%**	**-49.71%**	**122.40%**	**-3.19%**
Total Expenditures	**$16,989**	**18,700**	**13,548**	**18,950**
Percentage Change	**578.74%**	**-10.17%**	**-34.92%**	**39.88%**
Revenues over (under) Expenditures	**$18,575**	**$10,500**	**$115,572**	**$106,050**
Fund Balance				
Assigned Fund Balance	**$748,451**	**$767,026**	**$767,025**	**$882,597**
Percentage Change	**28.41%**	**40.58%**	**40.58%**	**15.07%**
Nonspendable Fund Balance	**$365,861**	**$365,861**	**$365,862**	**$365,862**
Total Fund Balance	**$1,132,887**	**$1,143,387**	**$1,248,458**	**$1,354,508**
Percentage Change	**1.67%**	**4.63%**	**14.25%**	**8.49%**

		2021-2022 Actual	2022-2023 Budget	2022-2023 Projected	2023-2024 Budget
Grants					
Grants					
Total Grants		-	-	-	-
Miscellaneous					
Ditzler CID Loan	402-00-00-100-43707	$ 27,476	$ 27,000	$ 92,611	$ 90,000
Interest Earnings	402-00-00-100-46101	6,059	2,000	$ 26,247	25,000
Investment Income	402-00-00-100-46102	2,028	200	$ 10,261	10,000
Miscellaneous Revenue	402-66-00-613-46401	-	-	-	-
Total Miscellaneous		35,563	29,200	129,119	125,000
One Time Revenues					
		-	-	-	-
Total One Time Revenues		-	-	-	-
Transfer From Other Funds					
Operating Transfer IN	402-00-00-100-49951	-	-	-	-
Total Transfers From Other Funds		-	-	-	-
TOTAL CAPITAL IMPROVEMENT FUND REVENUE		$ 35,563	$ 29,200	$ 129,119	$ 125,000

Capital Improvements Fund Budget	2020-2021 Actual	2021-2022 Actual	2022-2023 Projected	2023-2024 Budget
Expense Category				
Personnel Services	-	-	-	-
Supplies, Services, and Charges	1,246	16,989	13,548	18,950
Repairs & Maintenance	-	-	-	-
Utilities	-	-	-	-
Capital Expenditures	-	-	-	-
Debt Service	-	-	-	-
Operating Transfer	-	-	-	-
Total Capital Improvement Fund Request	**1,246**	**16,989**	**13,548**	**18,950**

SUMMARY OF REVENUES, EXPENDITURES, AND NET POSITION
SEWER FUND

	2021-2022 Actual	2022-2023 Budget	2022-2023 Projected	2023-2024 Budget
Total Revenues	**$7,696,007**	**$8,735,620**	**$7,958,011**	**$8,274,424**
Percentage Change	**-3.29%**	**9.77%**	**0.00%**	**3.98%**
Total Expenditures	**6,212,904**	**10,556,365**	**8,994,716**	**9,281,500**
Percentage Change	**-1.92%**	**66.64%**	**41.99%**	**3.19%**
Revenues over (under) Expenditures	**$1,483,103**	**($1,820,745)**	**($1,036,705)**	**($1,007,076)**
Net Position				
Unrestricted Net Position	**$4,478,456**	**$2,657,711**	**$3,441,751**	**$2,434,676**
Percentage Change	**6.66%**	**-36.70%**	**-18.03%**	**-29.26%**
Net Investment in Capital Assets	**$9,352,665**	**$12,218,654**	**$11,211,516**	**$12,817,505**
Restricted Net Position	**$459,125**	**$459,125**	**$459,125**	**$459,125**
Total Fund Balance	**$15,773,349**	**$13,514,745**	**$14,075,687**	**$14,704,230**
Percentage Change	**25.82%**	**7.80%**	**12.28%**	**4.47%**

		2021-2022 Actual	2022-2023 Budget	2022-2023 Projected	2023-2024 Budget
FUND: Sewer					
Grants					
Federal Grant-American Rescue Plan Act	101-00-00-723-43101	$ -	$ -	$ 34,955	$ -
Total Grants		-	-	34,955	-
Service Charges					
Returned Items	501-00-00-100-46501	-	-		
Sewer Use Charge	501-42-00-100-44331	7,453,058	7,900,600	$ 7,466,227	8,317,000
Sewer Late Pay Penalties	501-42-00-100-44332	199,825	230,050	$ 206,810	215,000
Circuit Breaker	501-42-00-100-44541	(4,216)	(10,000)	$ (3,438)	(5,000)
Service Line Warranty Revenue	501-42-00-100-46410	15,419	15,000	$ 20,573	20,000
Returned Items	501-42-00-100-46501	2,425	3,000	$ 3,300	3,300
Contract Charges	501-42-00-100-46502			$ -	-
Administrative Revenue	501-42-00-100-46503	17,825	20,000	$ 10,379	10,000
Total Service Charges		7,684,336	8,158,650	7,703,851	8,128,900
Licenses & Permits					
Total Licenses & Permits		-	-	-	-
Miscellaneous					
Credit Card Processing Fee	501-42-00-000-42122	11,671	18,000	$ (18,125)	90,490
State SRF 2007 Proceeds	501-00-00-007-43210			$ -	-
Interest Earnings	501-00-00-100-46101	53,706	27,000	$ 104,535	83,628
Investment Income	501-00-00-100-46102	15,381	6,000	$ 64,871	51,896
SRF Interest Subsidy	501-00-00-006-46111	81,631	66,594	$ 32,104	34,566
SRF Interest Subsidy	501-00-00-007-46111	72,275	59,376	$ 26,859	32,000
Miscellaneous Revenue	501-00-00-100-46401	-	-	$ -	-
Total Miscellaneous		234,664	176,970	219,205	145,524
One Time Revenues					
Total One Time Revenues		-	-	-	-
Transfer From Other Funds					
MDNR ARPA Match Funds	501-00-00-100-49999		400,000	$ -	-
Total Transfers From Other Funds		-	400,000	-	-
TOTAL SEWER REVENUE		$7,919,000	$8,735,620	$ 7,958,011	$8,274,424

Sewer Budget	2020-2021 Actual	2021-2022 Actual	2022-2023 Projected	2023-2024 Budget
Expense Category				
Personnel Services	237,084	226,975	259,693	267,060
Supplies, Services, and Charges	4,512,512	4,699,930	5,135,978	4,930,364
Repairs & Maintenance	-	-	-	-
Utilities	-	-	-	-
Capital Expenditures	-	-	-	-
Debt Service	1,250,203	1,325,184	1,256,509	1,257,039
Operating Transfer	-	-	-	-
Total Sewer Fund Request	**5,999,799**	**6,252,089**	**6,652,181**	**6,454,463**
Request Increase (Decrease) from FY 23 Projected				**(197,717)**
% change from FY 23 Projected				**-2.97%**

Personnel Summary - Full time Equivalents (FTE)

Job Title	FY 22 Budget	FY 23 Budget	FY 24 Request	Difference -
Accountant	0.50	0.15	0.15	-
Billing Clerk	2.00	2.00	2.00	-
Controller	0.45	0.50	0.50	-
Director of Finance	0.15	0.15	0.15	-
Payroll Clerk	0.10	0.10	0.10	-
Treasury Analyst	0.25	-	-	-
Treasury Clerk	0.50	0.50	0.50	-
	3.95	3.40	3.40	-

Sewer Fund Department Budget

Public Works Budget

Expense Category	2020-2021 Actual	2021-2022 Actual	2022-2023 Projected	2023-2024 Budget
Personnel Services	513,913	605,271	674,742	768,876
Supplies, Services, and Charges	261,754	78,302	72,257	179,000
Repairs & Maintenance	215,264	170,657	127,424	252,800
Utilities	10,143	10,790	8,541	20,372
Capital Expenditures	229,198	1,931,825	1,858,851	1,605,989
Operating Transfer	-	-	-	-
Total Sewer Fund Request	**1,230,272**	**2,796,845**	**2,741,814**	**2,827,037**
			Request Increase (Decrease) from FY 23 Projected	**85,222**
			% change from FY 23 Projected	**3.11%**

Personnel Summary - Full time Equivalents (FTE)

Job Title	FY 22 Budget	FY 23 Budget	FY 24 Request	Difference -
Administrative Asst.	0.90	0.90	0.90	-
Asst. Public Works Director	0.75	0.75	0.75	-
Building Maint. Tech	0.25	0.25	0.25	-
City Engineer	0.50	0.50	0.50	-
Crew Leader	2.00	2.00	2.00	-
Engineer Technician	0.50	0.50	0.50	-
Engineering Intern	-	-	-	-
Fleet Maint. Supervisor	0.20	0.20	0.20	-
Maint. Worker	2.00	2.00	2.00	-
Mechanic	0.20	0.20	0.20	-
Operations Supervisor	2.00	1.00	1.00	-
Public Works Director	0.50	0.50	0.50	-
ROW Inspector	0.40	0.40	0.40	-
Sr. Maint. Worker	2.00	2.00	2.00	-
Superintendent	0.50	0.50	0.50	-
	12.70	11.70	11.70	-