

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
DECEMBER 19, 2023
REGULAR SESSION NO. 17
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
AND
ONLINE ZOOM WEBINAR
7:00 P.M.

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 December 19, 2023 so that your comments can be presented in writing to the Board of Aldermen during the Public Comments section of the meeting agenda. All Public Comments received will be kept on file in the City Clerk's office.

zoom.us/join
Webinar ID: 828 5616 6320
Passcode: 119001

OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call

Proclamations/Presentations

- ★ Presentation from APWA to Joey Carley

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. 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 December 5, 2023 Board of Aldermen Meeting
Minutes from the December 7, 2023 Special Board of Alderman Meeting

R-3569-23: A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF ANGEL ABERCROMBIE TO THE TAX INCREMENT FINANCING COMMISSION. Point of Contact: Teresa Henry, City Clerk.

NEW BUSINESS

2. **FIRST READING: Bill No. 6653-23, Section V-A: AN ORDINANCE** AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR INMATE DETENTION HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY MISSOURI SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$90,000.00 FOR FISCAL YEAR 2023-2024. Point of Contact: Robert Kuehl, Police Chief.
3. **FIRST READING: Bill No. 6654-23, Section V-A: AN ORDINANCE** AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR INMATE DETENTION HOUSING SERVICES BY AND BETWEEN VERNON COUNTY MISSOURI SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$10,000.00 FOR FISCAL YEAR 2023-2024. Contact: Robert Kuehl, Police Chief.
4. **FIRST READING: Bill No. 6655-23, Section XVII: AN ORDINANCE** AMENDING CHAPTER 28 TO INCLUDE NEW SECTIONS REGARDING UNLAWFUL TENTING AND LOITERING. Point of Contact: Robert Kuehl, Police Chief.
5. **R-3570-23: A RESOLUTION** AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 5, 2017. Point of Contact: Damon Hodges, City Administrator.
6. **R-3571-23: A RESOLUTION** AMENDING THE AGREEMENT WITH MCANANY CONSTRUCTION INC. FOR THE 2023 ULTRATHIN BONDED ASPHALT SURFACE PROJECT IN THE AMOUNT OF \$4,967.00 FOR A TOTAL PROJECT AMOUNT OF \$656,040.00. Point of Contact: Robinson Camp, Public Works Director.
7. **R-3572-23: A RESOLUTION** AMENDING FISCAL YEAR 2023-2024 BUDGET TO REAPPROPRIATE VARIOUS EXPENDITURES INCOMPLETE FROM THE PREVIOUS YEAR. Point of Contact: Michael Graham, Finance Director.
8. **R-3573-23: A RESOLUTION** AMENDING FISCAL YEAR 2022-2023 BUDGET TO REALLOCATE VARIOUS EXPENDITURES BETWEEN DESIGNATED FUNDS BUDGET ADJUSTMENTS. Point of Contact: Michael Graham, Finance Director.

ADJOURNMENT

MINUTES
RAYTOWN BOARD OF ALDERMEN
DECEMBER 5, 2023
REGULAR SESSION NO. 16
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
AND
ONLINE ZOOM WEBINAR
7:00 P.M.

Mayor Michael McDonough called the December 5, 2023, Board of Aldermen Regular meeting to order at 7:14 p.m. Chris Crenshaw of Rock Island 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 Greg Walters, Alderman Ian Scott, Alderman Jim Aziere, Alderman Loretha Hayden, Alderman Theresa Garza, Alderman Bill Van Buskirk, Alderman Diane Krizek

Absent: Alderman Ryan Myers, Alderman Janet Emerson, Alderman Bonnaye Mims

Public Comments

None

Communication from the Mayor

Mayor McDonough spoke on recent events and City business.

Alderman Mims joined the meeting at 7:19 p.m.

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 Van Buskirk and Aziere.

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 November 21, 2023 Board of Aldermen Meeting

R-3565-23: A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF REGINALD GREEN TO THE TAX INCREMENT FINANCING COMMISSION. Point of Contact: Teresa Henry, City Clerk.

R-3566-23: A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF WENDY MCDERMOTT TO THE TAX INCREMENT FINANCING COMMISSION. Point of Contact: Teresa Henry, City Clerk.

R-3567-23: A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF ALLAN THOMPSON TO THE TAX INCREMENT FINANCING COMMISSION. Point of Contact: Teresa Henry, City Clerk.

Alderman Hayden, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 8-0-2.

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

Nays: None

Absent: Aldermen Myers, Emerson

NEW BUSINESS

2. **FIRST READING: Bill No. 6651-23, Section XIII: AN ORDINANCE** AMENDING CHAPTER 50-ZONING, DIVISION 11-FLOODPLAIN OVERLAY DISTRICT, SECTION 50-285 OF THE CODE OF ORDINANCES UPDATING THE FLOODPLAIN OVERLAY DISTRICT. Point of Contact: Robinson Camp, Public Works Director.

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

Jason Hanson, City Engineer, presented the item and remained for any discussion.

3. **FIRST READING: Bill No. 6652-23, Section V-A: AN ORDINANCE** AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT AND THE CITY OF RAYTOWN, MISSOURI RELATING TO PARTICIPATION IN THE REGIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM IN AN AMOUNT NOT TO EXCEED \$33,122.56. Point of Contact: Damon Hodges, City Administrator.

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

Damon Hodges, City Administrator, presented the item and remained for any discussion along with Nadja Karpilow, of the Mid-America Regional Council.

Alderman Mims, seconded by Alderman Garza, made a motion to suspend the rules and hold an immediate second reading. The motion was approved by a vote of 8-0-2

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

Nays: None

Absent: Aldermen Myers, Emerson

The item was read for a second time, by title only, by Teresa Henry, City Clerk.

Alderman Aziere, seconded by Alderman Scott, made a motion to adopt. The motion was approved by a vote of 8-0-2.

Ayes: Alderman Aziere, Scott, Mims, Krizek, Hayden, Van Buskirk, Walters, Garza

Nays: None

Absent: Alderman Emerson, Myers

4. **R-3568-23: A RESOLUTION** AUTHORIZING AND APPROVING EXECUTION OF A SUPPLEMENTAL PROFESSIONAL SERVICES AGREEMENT WITH LAMP RYNEARSON FOR ADDITIONAL DESIGN ENGINEERING SERVICES WHICH NEED TO BE PROVIDED FOR THE 59TH STREET AND RAYTOWN ROAD PROJECT IN AN AMOUNT NOT TO EXCEED \$61,912.00. Point of Contact: Robinson Camp, Public Works Director.

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

Robinson Camp, Public Works Director, presented the item and remained for any discussion.

Alderman Mims, seconded by Alderman Hayden, made a motion to adopt. The motion was approved by a vote of 8-0-2.

Ayes: Alderman Mims, Hayden, Scott, Krizek, Van Buskirk, Walters, Aziere, Garza

Nays: None

Absent: Aldermen Myers, Emerson

ADJOURNMENT

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

The meeting adjourned at 8:10 p.m.

Teresa M Henry, City Clerk, MRCC

MINUTES
RAYTOWN BOARD OF ALDERMEN
DECEMBER 7, 2023
SPECIAL SESSION NO. 2
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
AND
ONLINE ZOOM WEBINAR
7:30 P.M.

OPENING SESSION

Mayor Pro Tem Loretha Hayden called the December 7, 2023 Board of Aldermen Special Session to order at 7:41 p.m.

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

Present: Alderman Ian Scott, Alderman Jim Aziere, Alderman Loretha Hayden, Alderman Theresa Garza, Alderman Bill Van Buskirk, Alderman Bonnaye Mims, Alderman Diane Krizek

Absent: Alderman Janet Emerson, Alderman Greg Walters, Alderman Ryan Myers

Public Comments

None

LEGISLATIVE SESSION

OLD BUSINESS

1. Public Hearing: A public hearing to consider a text amendment to Chapter 50-Zoning regarding the Floodplain Overlay District.

1a. **SECOND READING: Bill No. 6651-23, Section XIII: AN ORDINANCE** AMENDING CHAPTER 50-ZONING, DIVISION 11-FLOODPLAIN OVERLAY DISTRICT, SECTION 50-285 OF THE CODE OF ORDINANCES UPDATING THE FLOODPLAIN OVERLAY DISTRICT. Point of Contact: Robinson Camp, Public Works Director.

Mayor Pro Tem Loretha Hayden opened the public hearing.

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

There were no public comments.

Mayor Pro Tem Loretha Hayden closed the public hearing.

Alderman Van Buskirk, seconded by Alderman Scott, made a motion to adopt. The motion was approved by a vote of 7-0-3.

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

Nays: None

Absent: Aldermen Myers, Walters, Emerson

ADJOURNMENT

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

The meeting adjourned at 7:46 p.m.

Teresa M Henry, City Clerk, MRCC

DRAFT

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 12/14/2023

MEETING DATE: December 19, 2023

SUBMITTED BY:

DEPARTMENT: Administration

Document Type: Resolution

SUBJECT/REQUEST

Reappointment of Angel Abercrombie to the Tax Increment Financing Commission.

BACKGROUND/JUSTIFICATION

The Tax Increment Financing Commission (TIF) was established pursuant to Ordinance 4121-95, amended by Ordinance 4889-03, and provides for the appointment of six (6) TIF Commissioners appointed by the Mayor with the approval of the Board of Aldermen. The term of the members is for four (4) years and the terms are required to be staggered to provide consistent and experienced leadership.
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Angel Abercrombie is currently serving a 4-year term on the TIF Commission with such term expiring November 1, 2021 or until a successor is duly appointed, and the Mayor is recommending Angel Amercrombie be reappointed for a 4-year term, expiring November 1, 2025
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RECOMMENDED MOTION

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PREVIOUS ACTION

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COMMISSION/COMMITTEE REVIEW

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FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	
From Account Name and #:	Amount:
To Account Name and #:	Amount:

REVIEWED BY

Teresa Henry
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Reappointing Angel Abercrombie-TIF Commission 2023
2. Reso Reappointing Angel Abercrombie TIF Commission 2023-Application

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 REAPPOINTMENT OF ANGEL ABERCROMBIE TO THE TAX INCREMENT FINANCING COMMISSION

WHEREAS, Ordinance 4121-95, as amended by Ordinance 4889-03, provides for the appointment of a Tax Increment Financing (TIF) Commission within the City of Raytown; and

WHEREAS, six (6) members of the TIF Commission are appointed by the Mayor with consent of a majority of the Board of Aldermen; and

WHEREAS, in addition to the members appointed by the City, such TIF Commission is comprised of two (2) members appointed by the Raytown Consolidated School District Number 2, two (20) members appointed by Jackson County, and one (1) member is appointed by the other taxing jurisdictions within the City who are all appointed at the time a Tax Increment Financing plan is submitted for consideration; and

WHEREAS, Angel Abercrombie is currently serving a 4-year term on the TIF Commission with such term expiring in November 1, 2021 or until a successor is duly appointed, and the Mayor desires to reappoint Angel Abercrombie to a 4-year term on the TIF Commission, expiring November 1, 2025; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve such reappointment as proposed by the Mayor;

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

THAT Angel Abercrombie, 11708 E. 78th Street, Raytown, Missouri, is hereby reappointed as a member of the Tax Increment Financing Commission to a 4-year term expiring on November 1, 2025, or until a successor is duly appointed.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of December, 2023.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

From: donotreply@form.govoffice.com
To: [Teresa M. Henry](#)
Subject: Apply to Serve of Boards, Commissions, and Committees (form) has been filled out on your site.
Date: Friday, December 8, 2023 9:41:01 AM

Your Site has received new information through a form.
Form: Apply to Serve of Boards, Commissions, and Committees
Site URL: www.raytown.mo.us

Date: 2023-12-08

Full Name: Angel Abercrombie
Street Address: 11708 E 78th Street
Address City, State, Zip: Raytown MO 64138
Phone: (816)868-3376
Fax:

Email: angelabercrombiekc@gmail.com

Which board would you like to serve on?: Tax Increment Finance Commission (TIF)

I would like to serve on this Board or Commission because: I believe in the power of people. When we say something is "powered by people," it means that it is driven, fueled, and led by the collective efforts and contributions of individuals within a community or society.

In the context of serving on a tax increment finance commission, being "powered by people" means that I am motivated by a desire to make a positive difference in the community. Recognizing the importance of involving and engaging citizens in decisions related to tax increment financing, as it directly impacts the community's development, infrastructure, and future.

By serving on the commission, I can contribute my skills, knowledge, and perspectives to help shape policies and initiatives that benefit the community as a whole. My involvement demonstrates a commitment to democratic decision-making processes, ensuring that the voices of the people are heard and considered when making decisions about tax increment financing.

Ultimately, being "powered by people" reflects a belief in the collective power of individuals to influence change and drive progress in the community.

My strength(s) on this Board/Commission will be: My ability to collaborate and bring diverse perspectives together. As a member of the Tax Increment Finance Commission, it is crucial to recognize that different stakeholders may have varying interests and priorities. My strength lies in creating an inclusive and welcoming environment where all voices can be heard and respected.

I understand the importance of actively listening to others' viewpoints and incorporating them into the decision-making process. By fostering open dialogue and promoting cooperation, I can help facilitate productive discussions and find common ground among board members.

Furthermore, I am skilled at synthesizing information and identifying key insights from different sources. This enables me to analyze complex issues, consider various factors, and make informed decisions that benefit the community as a whole.

Additionally, I thrive in collaborative environments and enjoy working in teams. I believe that by leveraging our collective strengths, we can generate innovative ideas and create impactful solutions.

Overall, my strength on this board will be my ability to foster collaboration, actively listen to diverse perspectives, and make well-informed decisions that serve the best interests of the community.

Trade/College/University/Degree/Date: University of Missouri-Kansas City
5100 Rockhill Road

Kansas City, Missouri 64110
Degree: BA Arts and Science (minor) Finance
December 2005

Current Employer/Address/Position: Quality Technology Service
12851 Foster Street
Overland Park, KS 66216
May 2022 - Current
People Service Payroll Specialist

Past Employers/Address/Position/Dates: Honeywell FM&T
6700 W. 115th Street
Overland Park, KS 66211
Sr. Payroll Accounting Specialist
February 2019 - May 2022 (full time)
Current: May 2022 - Part Time
Organization/Leadership Position(s)/Membership Date(s):

Do you have business or property interests that might place you in a conflict of interest situation should you be appointed to this Board/Commission? If so, please explain: No

Are your personal and real estate taxes current? If not, you can provide an explanation if you choose: Yes

Do you anticipate that there will be times when you will not be able to attend the Board/Commission meeting? If yes, how often to do you anticipate this would occur?: No

Do Not Click Reply - This e-mail has been generated from a SmartForm.

CITY OF RAYTOWN

Request for Board Action

DATE SUBMITTED: 11/09/2023**MEETING DATE: December 19, 2023****SUBMITTED BY:****DEPARTMENT: Police Department****Document Type:** Ordinance

SUBJECT/REQUEST

Approve entering into an agreement for Inmate Detention Housing with the Johnson County, Missouri Sheriff's Office, and to approve the Inmate Detention Housing expenditure for an amount not to exceed \$90,000.00.

BACKGROUND/JUSTIFICATION

Prisoners often must remain in custody to await trial or serve jail time, sentenced by the Raytown Municipal Court. The Raytown Detention Unit is not equipped to properly house those prisoners, due to facility limitations. The Raytown Detention Unit is only able to temporarily hold prisoners until they are released or transported to the off-site prisoner detention facility. Thus, prisoners being held more than a short period of time must be held at an off-site detention facility until their court date or their sentence is served.

Prisoner housing fees are only incurred as services are provided. A total of \$90,000.00 is currently budgeted for Inmate Detention Housing at Johnson County in the FY2023-24 budget. This expenditure meets the "sole source" exception to the competitive bid process, outlined in section 2.1 of the City's Purchasing Policy.

The Johnson County Sheriff's Office, another government agency, is the sole off-site detention source which provides prisoner transportation directly to/from Police Headquarters as part of the service, which is necessary to keep police officers available for calls for service in Raytown, instead of leaving the area to make prisoner transports out of the city. For that reason, Johnson County Jail is the primary inmate housing contractor.

Note: The existing rate of \$50.00 per bed per day will increase to \$60.00 per bed per day on January 1, 2024.

RECOMMENDED MOTION

Approve the Resolution.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

This expense was approved by the Sales Tax Oversight Committee on 11-06-2023.

FINANCIAL IMPACT

Contractor: Johnson County, Missouri	
Amount of Request/Contract: \$90,000.00	
Amount Budgeted: \$90,000.00	
From Account Name and #: 207-32-00-100-52250	Amount: \$90,000.00
To Account Name and #:	Amount:

REVIEWED BY

Michael Graham Jennifer Baird Damon Hodges Teresa Henry
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LIST OF REFERENCE DOCUMENTS ATTACHED

1.	Ord Johnson County Inmate Detention Housing 2023-2024
2.	Johnson County, Missouri Inmate Detention Contract 1-1-2024

**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: Johnson County, Missouri Sheriff's Office Contract	X	

AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR INMATE DETENTION HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY MISSOURI SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$90,000.00 FOR FISCAL YEAR 2023-2024

WHEREAS, the Police Department has the need to provide for the proper inmate detention housing of prisoners; and

WHEREAS, in order to provide for such inmate housing, the Police Department desires to utilize the sole source services of Johnson County Missouri Sheriff's Office for Fiscal Year 2023-2024; and

WHEREAS, the Board of Aldermen find it is in the best interests of the City of Raytown to enter into such agreement in an amount not to exceed \$90,000.00 for Fiscal Year 2023-2024.

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

SECTION 1 - APPROVAL OF AGREEMENT. That the Agreement for Inmate Detention Housing Services, by and between Johnson County Missouri Sheriff's Office and the City of Raytown, Missouri in substantially the same form as attached hereto, marked Exhibit "A" and incorporated herein in an amount not to exceed \$90,000.00 for Fiscal Year 2023-2024, is hereby authorized and approved.

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

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

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ____ day of January, 2024.

Michael McDonough, Mayor

ATTEST:

Approved as to Form

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

Johnson City Sheriff's Office

**Sheriff
Scott W. Munsterman**

**Major
Aaron N. Brown**

**Captain
Mike Hanes**



AGREEMENT FOR DETENTION SERVICES

This AGREEMENT is made by and between the City of Raytown, Missouri (hereinafter called "City") and the County of Johnson (hereinafter called "Contractor").

WHEREAS, City requires services for the housing of City inmates and detainees ("prisoners or inmates") on a short and long-term basis; and

WHEREAS, Contractor is prepared to provide these services;

NOW, THEREFORE, in consideration for the mutual covenants contained in this Agreement, the City and the Contractor agree as follows:

SECTION 1. Scope of Agreement.

- (a) Contractor agrees to furnish secure facilities and personnel twenty-four (24) hours a day, seven (7) days a week for confinement of both male and female City inmates and detainees being held who are pretrial or serving City time as imposed by a municipal court judge.
- (b) Contractor agrees to provide the following consistent with the current American Correctional Association standards: correctional officers, administrative and support service staff, housing, food and facilities for the City's inmate and detainees, including, but not limited to providing a bed, tables, chairs, clothing, food, and other related facilities.
- (c) Contractor shall at all times treat and care for all City inmates and detainees

Johnson City Sheriff's Office

**Sheriff
Scott W. Munsterman**

**Major
Aaron N. Brown**

**Captain
Mike Hanes**



and City arrestees and detainees placed with the Contractor in a humane, appropriate, and professional manner in compliance with all requirements of state, local and federal law and consistent with applicable industry standards. Nothing contained within this Agreement shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws, constitutions, or administrative regulations of the City of Raytown, Missouri, State of Missouri or the United States of America.

- (d) Contractor shall ensure that persons confined in the Facility have adequate clothing, food, and bedding. Deprivation of adequate clothing, food, or bedding shall not be used as a disciplinary action against any confined person.

Section 2. The-Facilities. The Detention Facility ("Facility" or "Facilities") is located at 278 S.W. 871 Road, Centerview, MO 64019. All Facilities shall meet the following requirements:

- (a) Facility must be secured for the prevention of escape and confinement of prisoners at all times.
- (b) The Facility shall separate male and female inmates such that they are not in sight or sound of each other (normal voice level).
- (c) The Facility shall meet the requirements of the ACA (American Correctional Association) standards for Adult Local Detention Facilities, except when non-conformance has been approved by the City.

Section 3. Operation of Facilities. All Facilities must be operated in accordance with the following requirements:

Johnson City Sheriff's Office

Sheriff
Scott W. Munsterman

Major
Aaron N. Brown

Captain
Mike Hanes



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- (a) **Federal, State and ACA Standards.** All Contractor's operations shall comply with all Federal, State, and Local laws, and ACA (American Correctional Association) standards for Adult Local Detention Facilities, except when non-conformance has been approved by the City. Policies, where required, shall be available for review by the City.
- i. Contractor shall specifically comply with Section 221.050, RSMo which provides, "Persons confined in jails shall be separated and confined according to sex. Persons confined under civil process or for civil causes shall be kept separate from criminals. Nothing in this section shall be construed to prohibit the housing of persons on probation or parole with offenders or persons being held on criminal charges."
- (b) **Contractor's Employees.** Contractor shall conduct background checks of all employees. Contractor shall not allow employees with prior felony convictions to have direct contact with or supervision of City prisoners.
- (c) **Programs.** Programs, activities and services shall be provided equally to male and female prisoners.
- (d) **Isolation Units.** The City agrees it will contact Contractor in advance if City is sending a prisoner who will require segregation or isolation to determine if space is available for that prisoner.
- (e) **Transportation.**

Johnson City Sheriff's Office

Sheriff
Scott W. Munsterman

Major
Aaron N. Brown

Captain
Mike Hanes



(1) **In General.** City shall be responsible for transporting prisoners from the City to the detention facility and other destinations (court, medical, and dental treatment), as required.

(2) **Optional Transportation Service.**

a. **Basic Service.** In Contractor's sole discretion, Contractor may elect to offer transportation services during the term of the Contract.

1. The cost associated with the transporting of prisoners will be a cost of twenty dollars (**\$20.00**) per round trip, however, when multiple prisoners from the City are transported, only one charge will be assessed for that trip. If the City has more prisoners to be transported than the capacity of the transport vehicle, and a second transport is needed, then a second transport fee of twenty dollars (**\$20.00**) will be assessed for that trip.
2. The Contractor may charge the City a total of twenty dollars (**\$20.00**) per round trip from the Contractor's facility to pick up or to deliver the prisoner back to the City's Facility or their respective Courts. The twenty-dollar (\$20.00) fee will be charged per trip regardless of the number of prisoners being transported in the transport vehicle. If an additional vehicle is required, then an additional transport fee will be assessed.

b. **Additional Pickups.** If the Contractor offers transportation

Johnson City Sheriff's Office

Sheriff
Scott W. Munsterman

Major
Aaron N. Brown

Captain
Mike Hanes



services during the term of the Contract, the Contractor and City will agree to times and schedule. If additional pickup and deliveries are requested by the City, it is understood the twenty-dollar (\$20.00) round trip charge will apply.

- c. **Cancellation.** If the Contractor provides optional transportation services, the Contractor may cancel or postpone any pickup or delivery of prisoners due to inclement weather or when conditions exist that would make the delivery or pickup dangerous to the public, prisoner, or the Contractor's employee.
- d. **Documentation.** Documentation associated with the pickup and delivery of the City prisoners MUST be received by the Contractor by the time designated by the Contractor which will be set by agreement between the Parties.
- e. **Male and Female Passengers.** When transporting an opposite sex prisoner, Contractor will ensure there are other prisoners on board or a minimum of two drivers unless the transport vehicle is equipped with a working in car video.
- f. **Minimum Equipment.**
 - 1. Transport vehicles shall be secure, handicap accessible and shall have at minimum, cages, restraint equipment, emergency equipment (first aid and fire extinguisher), and communications equipment (radio or phone).

Johnson City Sheriff's Office

Sheriff
Scott W. Munsterman

Major
Aaron N. Brown

Captain
Mike Hanes



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2. The transport vehicles must be equipped with working heat and air conditioning in the prisoner compartment.

Section 5. Prisoner Health Care.

- (a) **In general.** All prisoners shall be provided onsite health care professional care and prescriptions for non- emergency health care needs at no cost to City and all City prisoners shall receive the same onsite health care professional care and prescriptions for non- emergency health care and prescriptions as prisoners from Johnson City, Missouri.
- (b) **Emergencies.** Prisoners requiring medical treatment at a hospital emergency room are to be taken to the nearest appropriate medical facility. Anytime a prisoner is taken for medical treatment, Contractor will contact the City and notify the on-duty staff of the nature of the prisoner's illness/injury. Emergency treatment may be authorized by the Contractor; however, the City may not accept responsibility for the associated cost. If City does not accept responsibility for the associated cost of the prisoner's emergency treatment, Contractor may return prisoner to City immediately so that City will house the prisoner.
- (c) **Hospital Admission.** If a prisoner is admitted into a medical facility or transported to another medical facility, Contractor will contact the City and notify the on-duty staff of the nature of the prisoner's illness/injury. If elected, the City shall respond to the medical facility within two (2) hours and take custody of the prisoner. If the City designates not to respond, the cost associated to the City is thirty dollars **(\$30.00)** per employee, per hour,

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as the Contractor remains with the prisoner.

- (d) **Prisoner Solely Responsible for Medical Costs.** Prisoners are personally responsible for any routine medicine, medical or dental expenses, in accordance with the revised Statutes of the State of Missouri, (221.120 RSMO).
- (e) **Medications.** Contractor shall provide routine medications to Prisoners at no cost to the City in accordance with Contractor's policies for prisoners from Johnson City, Missouri. Contractor does not purchase more than seven (7) days medication at a time.
- (f) **Refusal of Certain Prisoners.** The City agrees Contractor shall have the right to refuse to accept a Prisoner based upon current medical conditions including but not limited to: high risk or late term pregnancy, cancer, influenza, tuberculosis, any highly contagious or infectious disease and any medical condition which requires hospitalization or 24- hour around the clock medical care.

Section 6. Release of Prisoners.

- (a) **In General.** All prisoners are to be released through the City and no City prisoner shall be released in Centerview. When a prisoner has reached the day prior to his/her scheduled release date or earlier if ordered by the City, City will transport him/her to the City 's designated Place in Raytown, Missouri. Prisoners who have had their fine or bond posted will also be transported back to the City 's designated Place for release

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by the City.

- (b) **Prisoner's Release Date and Jake's Law.** Whenever a Prisoner has reached his or her release date, the Prisoner will, without exception be returned to the City's designated Place. City is responsible for the transportation of the Prisoner. This procedure will be followed regardless of any warrant that is outstanding from another agency. The Prisoner will be taken back to the City's designated Place and will be released to the City. City is responsible for compliance with Jake's Law. It is the City's responsibility to contact the Agency which has the outstanding warrant for the subject.

Section 7. Reports. Contractor shall provide the following reports, in writing:

- (a) **Incidents.** Any Incidents involving any City prisoner, whether as victim or suspect, Contractor shall immediately report the incident to the City. Reportable incidents include, but are not limited to: injuries, fights, assaults, claims of harassment, loss of personal property, escape, or attempted escape or conduct that result in loss of prisoner privileges.
- (b) **Housing and Medical Reports.** A detailed report for housing, medical services, dental and medicine will be submitted to the City or their designee once per month for all prisoners housed during the previous calendar month. This report shall include the prisoner's name, dates of housing, total number of days housed during the reporting period, and any other expenses.

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Section 8. Visits.

- (a) City reserves the right to make unscheduled visits at the Contractor's Facility and full access will be required at that time or the Agreement may be canceled.
- (b) Contractor shall allow City inmates to have visitation from outside persons in accordance with Contractor's visitation policies and through the methodologies used by Contractor for visitation for Johnson City, Missouri inmates.

SECTION 9. Compensation.

- (a) **Minimum Number of Beds.** Contractor provides no guarantee to the City the availability of a certain number of beds per day in Contractor's Facility. City shall pay the Contractor sixty dollars **(\$60.00)** per bed per day.
- (b) **Additional Beds.** If City needs additional beds for prisoners, Contractor shall provide City additional beds if Contractor has additional beds. The decision of whether there are additional available beds shall be made by the Contractor's Jail Administrator. City shall pay Contractor an additional sixty dollars **(\$60.00)** per day per bed. If Contractor needs the additional bed back from the City, the City must return the additional bed(s) within one day except on holidays and the weekends.
- (c) **Additional Services.** The fee of sixty dollars (\$60.00) only pertains to the housing of the prisoners and does not include the Contractor's optional transportation fees associated with the transporting of the prisoners to the required locations such as to and from the City

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designated Place, Contractor's facility, and Court or any other additional services agreed upon by the City and Contractor.

- (d) **Return of Prisoners.** The Contractor may refuse to house, or order the return a housed inmate back to the City's designated Place due to safety or medical issues which require additional services that the Contractor cannot provide. City shall be responsible for the transport of the inmate back to the City's designated Place.
- (e) **Payment.** Contractor shall submit a monthly invoice to the City for services provided in the previous month. City shall pay the Contractor within 30 days of receipt of the actual invoice.

SECTION 10. Modification of the Contract.

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, City and Contractor will agree to an equitable adjustment of the Agreement price, period of service, or both, and will reflect such adjustment in a change order or contract amendment.

SECTION 11. Indemnification.

- (a) Having considered the potential liabilities that may exist during the performance of this Agreement and the Contractor's fee, and in consideration of the mutual covenants contained in the Agreement, City and Contractor agree to allocate and limit such liabilities in accordance with this Section.

Johnson City Sheriff's Office

**Sheriff
Scott W. Munsterman**

**Major
Aaron N. Brown**

**Captain
Mike Hanes**



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- (b) The Contractor agrees to indemnify and hold harmless the City and the Raytown Police Department, their agents, officials, and employees and to assume all risk, responsibility for death of or injury to, any persons and for loss, damage or injury to any property (together with all expenses, including attorney fees, in defense or prosecution of any action involving any such death, injury or damage), arising from, growing out of, or in any manner or degree directly or indirectly related to the performance of this work, including patent and copyright infringements.
 - (c) Contractor shall indemnify City and Raytown Police Department against legal liability for damages arising out of claims by Contractor's employees.
 - (d) Contractor shall have no obligation to defend, indemnify, or hold harmless the City or Raytown Police Department or any City or Raytown Police Department officials or employees for any claim arising out of a negligent act or intentional misconduct on the part of a City or Raytown Police Department official or employee.

SECTION 12. Insurance.

During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:

- A. Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
- B. Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

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Mike Hanes



C. General Liability, Insurance, with bodily injury limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with property damage limits of \$1,000,000 for each occurrence and \$1,000,000 aggregate.

D. Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident.

Contractor shall furnish City and Raytown Police Department certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to the City and Raytown Police Department. All subcontractors shall be required to include City and Raytown Police Department and Contractor as additional insured on their General Liability insurance policies, and shall be required to indemnify City and Raytown Police Department and Contractor to the same extent.

SECTION 13. Termination.

(a) **Termination for Convenience.** City may terminate or suspend performance of this Agreement at City 's convenience upon sixty (60) days' written notice to Contractor. If termination or suspension is for the City 's convenience, City shall pay Contractor for all the services performed until the date of the termination by City. Upon restart, and equitable adjustment shall be made to Contractor's compensation.

(b) **Termination for Cause.** This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-

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performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

- (c) **Termination for Lack of Funding.** In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to Contractor.
- (d) **Force Majeure Termination.** If, as a result of any natural disaster, windstorm, earthquake, fire, flood, act of terrorism or war, or Act of God, Contractor is unable to perform this Agreement, the Agreement shall immediately terminate.

SECTION 14. Waiver

A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

SECTION 15. Severability.

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the

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stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined.

SECTION 16. Binding Agreement.

City and Contractor each bind itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

SECTION 17. Assignment.

Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

SECTION 18. Third Party Beneficiary.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City, Raytown Police Department, and Contractor.

SECTION 19. Independent Contractor.

Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be

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interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind.

SECTION 20. Right to Audit.

The Parties shall maintain all records in accordance with all State of Missouri Records Retention Requirements. Contractor agrees that Raytown Police Department and the City, or their duly authorized representatives, shall, until the expiration of three (3) years after final payment under this Agreement have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement.

SECTION 21. Term of Contract.

- (a) **Initial Term.** This agreement shall be in full force and effect for a period of one (1) year from the date of this Agreement and will automatically renew for a successive one (1) year period unless either party notifies the other of its intent not to renew at least sixty (60) days prior to the end of the current term.

SECTION 22. Discrimination.

During the performance of this contract/agreement or purchase order, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other

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**Major
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legally protected category. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. However, this provision shall not be construed to require Contractor act in any way beyond what is required by federal law of the laws of the State of Missouri and no cause of action is created by this provision for any individual not a signatory to this Agreement.

The Contractor will comply with all solicitations of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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**Major
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The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract/agreement or purchase order with any of the said rules, regulations, or orders, this contract/agreement or purchase order may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for any further government agreement/contracts or purchase order or federally assisted contract/agreement in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event an organization becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by City, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

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**Major
Aaron N. Brown**

**Captain
Mike Hanes**



SECTION 23. Governing Law.

This Agreement shall be governed by the laws of the state of Missouri.

SECTION 24. Notice

Any communication required by this Agreement shall be made in writing to the address specified below:

CONTRACTOR:

Sheriff Scott Munsterman
Johnson City Sheriff's Office 278
SW 871 RD
Centerview, MO 64019

CITY OF RAYTOWN:

Chief Robert Kuehl
10000 E. 59th St.,
Raytown, MO 64133

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

SECTION 25. Additional Projects

City and Contractor each reserve the right to, from time to time; enter into other

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agreements or contracts for specific projects. If such agreements or contracts are separately approved in writing by the parties, the terms and conditions of those agreements or contracts shall prevail for the specific projects set forth therein.

SECTION 26. Disputes

This Agreement represents the entire agreement between City and Contractor. All previous or contemporaneous agreements, representations, promises and conditions relating the Contractor's services described herein are superseded. Any dispute resolving any provision of this Agreement shall be resolved by binding Arbitration if the Parties cannot reach an agreement after escalating the dispute through their chain of command. The arbitrator shall be a retired Circuit or Associate Circuit Judge. of the State of Missouri, to be agreed upon by the parties. If the parties are unable to agree upon a retired judge to serve as an arbitrator, each party shall select an arbitrator. The arbitrators so selected shall then meet and select a third arbitrator who shall hear and decide the matter.

SECTION 27. Survival of Certain Sections

The following Sections shall survive the expiration or termination of this Agreement for any reason: (3, 9, 11, 14, 15, 17, 19, 20, 26 and 27).

SECTION 28. Employee Eligibility Verification.

Contractor shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C.

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§1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

SECTION 29. City 's Financial Obligation.

City shall order all services to be provided by Contractor under this Agreement by means of a Purchase Order issued by the City 's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. City shall not have any financial obligations to Contractor under this Agreement until the City issues a Purchase Order to Contractor. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City. Each Purchase Order that City issues to Contractor incorporates this Contract by reference even if the Purchase Order does not incorporate this Contract by reference.

SECTION. 30. Meetings.

- (a) **Kickoff Meeting:** In order to have a smooth transition for Contractor providing services, the City and Contractor shall have a kickoff meeting in person at a time

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agreed by the Parties that includes the personnel from the City and Contractor who will be implementing and performing the services in the Contract for the City and the Contractor. The meeting shall be at the Facility.

- (b) **Meetings 1st 90 Days of the Contract.** The City and Contractor shall meet bi-weekly during the first ninety days of the Contract. The meetings will be at the Facility unless the Parties agree to a teleconference meeting.
- (c) **Regular Meetings.** After the first ninety days of the Contract, City and Contractor shall meet regularly to communicate on operations and any issues.

SECTION 31. Reports.

Contractor shall provide City regular reports in such time intervals and on such items as the Parties agree.

SECTION 32. Misuse of Prison Labor.

Contractor shall not misuse prison labor. Contractor shall comply with City ordinance, Section 44-10 entitled "Misuse of Prison Labor" which provides as follows:

Prohibited. Except where permitted in subsection {b} of this section, it shall be unlawful for the City, City, or any department, officer or employee of the City, or City, to engage or permit to be engaged any prisoner, in the custody and care of a correctional facility, in competition with free labor, or to contract the services of a City prisoner in any labor which otherwise would be performed by paid laborers. This prohibition shall not include services provided by an inmate as a trustee at the Facility or for the Facility.

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Exceptions. This section shall not be construed as prohibiting the employment of City prisoners after conviction in any work to be performed strictly for the use and benefit of the City or other governmental entities or agencies, or as a part of any established community service work program, or for work performed for any charitable organization, agency or other non-for-profit corporation.

IN WITNESS WHEREOF, City of Raytown and Contractor, by and through their authorized officers, have made and executed this Agreement.

CITY OF RAYTOWN

COUNTY OF JOHNSON

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 11/09/2023**MEETING DATE:** December 19, 2023**SUBMITTED BY:****DEPARTMENT:** Police Department**Document Type:** Ordinance

SUBJECT/REQUEST

Approve entering into an agreement for Inmate Detention Housing with the Vernon County, Missouri Sheriff's Office, and to approve the Inmate Detention Housing expenditure for an amount not to exceed \$10,000.00.

BACKGROUND/JUSTIFICATION

Prisoners often must remain in custody to await trial or serve jail time, sentenced by the Raytown Municipal Court. The Raytown Detention Unit is not equipped to properly house those prisoners, due to facility limitations. The Raytown Detention Unit is only able to temporarily hold prisoners until they are released or transported to the off-site prisoner detention facility. Thus, prisoners being held more than a short period of time must be held at an off-site detention facility until their court date or their sentence is served.

Prisoner housing fees are only incurred as services are provided. A total of \$10,000.00 is currently budgeted for all off-site Inmate Detention Housing at Vernon County in the FY2023-24 budget.

In infrequent circumstances, prisoners cannot be held at the primary off-site prisoner detention facility. Vernon County Jail will serve as a limited, contingent, option for off-site prisoner detention.

RECOMMENDED MOTION

Approve the Resolution.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

The overall expense was approved by the Sales Tax Oversight Committee on 11-06-2023.

FINANCIAL IMPACT

Contractor: Vernon County, Missouri Sheriff's Office	
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Amount of Request/Contract: \$10,000.00	
Amount Budgeted: \$10,000.00	
From Account Name and #: 207-32-00-100-52250	Amount: \$10,000.00
To Account Name and #:	Amount:

REVIEWED BY

Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Ord Vernon County Inmate Detention Housing 2023-2024
2. Vernon County Housing Contract Raytown Municipal FY2023-24

**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	

AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR INMATE DETENTION HOUSING SERVICES BY AND BETWEEN VERNON COUNTY MISSOURI SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$10,000.00 FOR FISCAL YEAR 2023-2024

WHEREAS, the Police Department has the need to provide for the proper inmate detention housing of prisoners; and

WHEREAS, in order to provide for such inmate housing, the Police Department desires to utilize the sole source services of Vernon County Missouri Sheriff's Office for Fiscal Year 2023-2024; and

WHEREAS, the Board of Aldermen find it is in the best interests of the City of Raytown to enter into such agreement in an amount not to exceed \$10,000.00 for Fiscal Year 2023-2024.

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

SECTION 1 - APPROVAL OF AGREEMENT. That the Agreement for Inmate Detention Housing Services, by and between Vernon County Missouri Sheriff's Office and the City of Raytown, Missouri in substantially the same form as attached hereto, marked Exhibit "A" and incorporated herein in an amount not to exceed \$10,000.00 for Fiscal Year 2023-2024, is hereby authorized and approved.

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

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

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ____ day of January, 2024.

Michael McDonough, Mayor

ATTEST:

Approved as to Form

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

INTERGOVERNMENTAL AGREEMENT

REGARDING

HOUSING OF CITY OF RAYTOWN INMATES

The City of Raytown, Missouri and it's City Council, and the County of Vernon, Missouri, and its Sheriff, Jason Mosher, each of them being a body politic and corporate, do hereby enter into this Intergovernmental Agreement pursuant to Section 70.220, RSMo., the purpose of which is to set forth the understanding between City of Raytown and Vernon County regarding housing of inmates under the direction of City of Raytown, in the jail facility in Vernon County, Missouri under the direction and control of Vernon County Sheriff Jason Mosher, and the agreements concerning housing of those inmates

WHEREAS, the City of Raytown has a duty to oversee and maintain a reasonably safe and secure environment of certain inmates; and

WHEREAS, the jail facility in City of Raytown is at or near an over-crowded capacity; and

WHEREAS, Sheriff Jason Mosher has the jail capacity and ability to provide a safe and secure environment for additional prisoners, and

WHEREAS, City of Raytown has agreed that Sheriff Mosher has the capacity and ability to overseeing inmates selected by City of Raytown to be housed at the Vernon County Jail;

Now, therefore, it is agreed as follows:

1. The "Whereas" clauses above stated are incorporated herein by reference.
2. City of Raytown agrees to pay Vernon County Fifty Dollars (\$50.00) per day, per inmate, for inmates selected for housing in the Vernon County Jail Facility. The City of Raytown shall contact the Jail Administrator prior to any housing of inmates to determine if space is available in the Vernon County Jail. Vernon County agrees to transport City of Raytown inmates to and from Vernon County Jail during other transportation trips if space is available. All inmates are to be released through the City of Raytown and no City inmate shall be released in Nevada, Missouri. When a prisoner has reached the day prior to his/her scheduled release date or earlier if ordered by the City of Raytown, Vernon County may transport him/her to the nearest location on the transport route, to the City of Raytown, Missouri if room is available for transportation. In this case, the Vernon County Jail will meet the City of Raytown at an agreed upon location for the safe transfer of inmates. If no room is available for transportation, it shall be the responsibility of the City of Raytown to provide transportation to and from the Vernon County Jail. All inmates must post bond in the City of Raytown. The Vernon County Jail will not process or provide bonding services. It will be the responsibility of the City of Raytown to provide bonding services in a timely manner for City of Raytown inmates and facilitate their release.
3. Vernon County agrees to be responsible for basic medical expenses and healthcare needs of City of Raytown inmates. City of Raytown agrees to be responsible for all special medical expenses for the City of Raytown inmates housed at the Vernon County Jail Facility. A Vernon County Jail representative shall seek approval from City of Raytown, or his designated representative, prior to incurring any special medical expenses unless it is an emergency medical situation and, in that instance, Vernon County is authorized to obtain immediate medical aid. Special medical expenses include: a condition that would require out of the facility care; obtaining "out of

house” medical supplies or prescriptions; and labor required to transfer, guard, or obtain supplies or prescriptions.

4. Vernon County agrees to be responsible for inmate security and room and board. Without limiting any other obligations under this agreement, Vernon County shall secure and maintain at its own cost, throughout the duration of the agreement liability insurance of such type and in such amounts as may be necessary to protect it and the interests of City of Raytown against all risks of loss and liability which may arise out of the performance of this agreement including but not limited to violations of prisoners civil rights under the United States Constitution, the Missouri Constitution, federal or state statutes, or Missouri common law. The form and limits of such insurance are subject to approval by City of Raytown.
5. Vernon County shall indemnify defend and hold harmless City of Raytown and its officials, officers, agents and employees from and against any and all claims, liabilities, awards of judgment, costs and expenses (including, but not limited to, reasonable attorney fees) and damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of Vernon County, or its officers, agents or employees, in the performance of its obligations under this Agreement or in confining persons who have been presented by City of Raytown to and accepted by Vernon County for confinement in the Vernon County Jail while said persons are in the jail or in the custody Vernon County outside of the jail.
6. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of City of Raytown or Vernon County’s’ rights or defenses with regard to each Agency’s applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

In the event any suit based upon such a claim, action, loss, cost, expense or damage is brought against City of Raytown, Vernon County shall defend City of Raytown, its officials and employees at its sole cost and expense; provided that City of Raytown retains the right to participate in such suit if any principle of governmental or public law is involved. If final judgment be rendered against City of Raytown or its officers, agents or employees, Vernon County shall satisfy the same in full.

7. This Agreement will take effect on November 1, 2023 and will expire on November 1, 2024. This agreement may be terminated at any time by either party with written notice providing sufficient notice to allow the safe transfer of inmates.
8. UNAUTHORIZED ALIENS. Pursuant to RSMo 285.530(1), by its sworn affidavit in substantially the form attached hereto as Exhibit A and incorporated herein, Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

CITY OF RAYTOWN, MISSOURI

By: _____
Damon Hodges, City Administrator

EXHIBIT A
CITY OF RAYTOWN, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently the _____ of _____ (hereinafter "Contractor"), whose business address is _____, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the housing of City of Raytown inmates at Contractor's facility.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

AFFIANT SIGNATURE

AFFIANT PRINTED NAME

Subscribed and sworn to before me this _____ day of _____, 20__.

My Commission Expires:

Notary Public

(Printed Name)

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division.

CITY OF RAYTOWN

Request for Board Action

DATE SUBMITTED: 12/06/2023

MEETING DATE: December 19, 2023

SUBMITTED BY:

DEPARTMENT: Police Department

Document Type: Ordinance

SUBJECT/REQUEST

Board of Aldermen approval of the proposed unlawful tenting and loitering ordinance section.
--

BACKGROUND/JUSTIFICATION

This ordinance amendment includes new sections regarding Unlawful Tenting and Loitering. The City is beginning to experience crisis levels of individuals experiencing houselessness, which has the potential to grow into encampments. Such encampments can pose safety and health concerns for people living in them and around them, including human waste, garbage, exposure to infectious diseases, exposure to violence, and other human health concerns.
--

Individuals experiencing houselessness are beginning to put up and live in tents on private property without the property owner's consent. Individuals experiencing houselessness are also loitering on public property and are interfering with vehicular and pedestrian traffic. It is in the best interest of the citizens of the City of Raytown to address these issues before they pose safety and health concerns for the citizens of Raytown.
--

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

RECOMMENDED MOTION

Pass and adopt the Ordinance amendment.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	

From Account Name and #:	Amount:
To Account Name and #:	Amount:

REVIEWED BY

Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Ord Tenting and Loitering-FINAL
2. Ord Tenting and Loitering Update 2023-EXHIBIT A

**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:		

AN ORDINANCE AMENDING CHAPTER 28 TO INCLUDE NEW SECTIONS REGARDING UNLAWFUL TENTING AND LOITERING

WHEREAS, the City is beginning to experience crisis levels of individuals experiencing houselessness, which has the potential to grow into encampments; and such encampments can pose safety and health concerns for people living in them and around them, including human waste, garbage, exposure to communicable diseases, exposure to violence and other human health concerns; and

WHEREAS, individuals experiencing houselessness are beginning to put up and live in tents on private property without the property owner's consent; and

WHEREAS, individuals experiencing houselessness are also loitering on public property and are interfering with vehicular and pedestrian traffic; and

WHEREAS, the Board of Aldermen find it in the best interest of the citizens of the City of Raytown to address these issues before they pose safety and health concerns for the citizens of Raytown.

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

SECTION 1.- APPROVAL OF AMENDMENT- NEW SECTION 28-145. That Article VI, Chapter 28 be amended to include a new section, Section 28-145 (Unlawful Tenting) as set forth in **Exhibit A**.

SECTION 2 – APPROVAL OF AMENDMENT-NEW SECTION 28-179. That Article VII, Division 1, Chapter 28 be amended to include a new section, Section 28-179 (Loitering) as set forth in **Exhibit A**.

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

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ____ day of January, 2024.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

EXHIBIT A

CHAPTER 28 – OFFENSES AND NUISANCES

ARTICLE VI. – OFFENSES RELATING TO PROPERTY

Sec. 28-145. – Unlawful tenting.

- (a) No person shall put, keep, maintain or occupy any tent, lean-to, tarpaulin, or other structure for purposes of habitation or place of living or lodging, either temporarily or otherwise, upon any privately-owned grounds within the city. However, no person shall be in violation of this section if they are the owner of such grounds or have a lease or other consent from the owner thereof.
- (b) No person shall put, keep, maintain or occupy any tent, lean-to, tarpaulin, or other structure for purposes of habitation or place of living or lodging, either temporarily or otherwise, upon any public property or public right-of-way. The City strives, through various programs, to assist those that maintain or occupy tents, lean-tos, tarpaulins or other structures for purposes of habitation. Should such person continue to maintain or occupy any tent, lean-to, tarpaulin, or other structure for purposes of habitation, such person will be found in violation of this section.

ARTICLE VII. – OFFENSES AGAINST PUBLIC ORDER

DIVISION 1. – GENERALLY

Sec. 28-179. – Loitering.

- (a) It shall be unlawful for any person, either alone or in concert with another or others, to stand or otherwise position themselves in any public place in such manner so as to willfully obstruct, impede, interfere with, hinder or delay either:
 - (1) the reasonable movement of vehicular or pedestrian traffic;
 - (2) the reasonably free and uninterrupted use of the property or lawfully conducted business by anyone by preventing the reasonably free and uninterrupted ingress, egress and regress, therein, thereon and thereto.
- (b) When any person willfully commits either of the acts enumerated in subsection (a) of this section, a police officer or any law enforcement officer may order that person to stop committing any such act and to move on or disperse. Any person who fails or refuses to obey such an order shall be guilty of a violation of this section.

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 12/05/2023

MEETING DATE: December 19, 2023

SUBMITTED BY:

DEPARTMENT: Administration

Document Type: Resolution

SUBJECT/REQUEST

Authorize and approve amendments to the Employee Personnel Manual

BACKGROUND/JUSTIFICATION

Authorize and approve an amendment to the Employee Personnel Manual relating to:
--

- **Introduction**
- **Chapter 2, Provisions Applicable to All Officers and Employees; Section 2-1. Nepotism.**
- **Chapter 4, Employment and Benefits, Benefits; Section 4-16 (a). Holidays.**
- **Chapter 4, Employment and Benefits, Benefits; Section 4-16 (b). Holiday Observance.**
- **Chapter 4, Employment and Benefits, Benefits; Section 4-17 (f). Vacation.**
- **Chapter 4, Employment and Benefits, Benefits; Section 4-18 (n). Sick Leave.**
- **Chapter 4, Employment and Benefits, Benefits; Section 4-19 (d)(4). Leaves of Absence.**
- **Chapter 4, Employment and Benefits, Separation From Municipal Service; Section 4-25(c). Separation Pay.**
- **Appendix: Use of City-Owned/Leased Vehicles**
- **Appendix: On-Call Policy**

Analysis: Following a review of the Personnel Handbook, suggested revisions have been made to the items above. Please see the attached list and description of recommended changes.

RECOMMENDED MOTION

Approve as submitted

PREVIOUS ACTION

--

COMMISSION/COMMITTEE REVIEW

--

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	
From Account Name and #:	Amount:
To Account Name and #:	Amount:

REVIEWED BY

Teresa Henry Damon Hodges Teresa Henry
--

LIST OF REFERENCE DOCUMENTS ATTACHED

1.	Reso Amending Personnel Manual-December 2023
2.	Summary of Personnel Manual change 12-19-23
3.	Personnel Manual Update 12-19-23 mark-up

**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 AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 5, 2017

WHEREAS, on December 5, 2017, pursuant to Resolution R-3042-17 the Board of Aldermen approved an amended Employee Personnel Manual; and

WHEREAS, the Human Resources Department and City Administrator are recommending the approval of amendments as set forth in Exhibit "A"; and

WHEREAS, the Board of Aldermen desire to authorize and approve the amendments to the Personnel Manual attached in Exhibit "A" to be used by the City of Raytown in its day-to-day operations as attached hereto.

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

THAT the Board of Aldermen desire to authorize and approve the amendments to the Personnel Manual attached in Exhibit "A" to be used by the City of Raytown in its day-to-day operations as attached hereto; and

FURTHER THAT the City Administrator and City Clerk are authorized to execute other documents necessary and incidental thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of December, 2023.

Michael McDonough, Mayor

ATTEST:

Approve as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

Introduction

Change: Removed 3. Emergency Medical Services from “Organization of the City”. Removed City Marshall (Police Chief) and City Collector from list of elected positions.

Description: EMS is no longer a City department. The Police Chief and City Collector positions are no longer elected positions.

Chapter 1, Section 2-2. Nepotism

Change: Added Assistant City Administrator and Deputy Directors and Deputy Police Chief to list of members of whom immediate family members are ineligible for employment.

Description: Assistant and Deputy positions have been added since the last Personnel Manual update.

Chapter 4, Section 4-16 (a). Holidays.

Change: Added Juneteenth holiday.

Description: Added Juneteenth to list of holidays to remain competitive with other cities. In a survey of 61 Kansas and Missouri entities, 53 have added Juneteenth to their holiday schedule.

Chapter 4, Section 4-16 (b). Holiday Observance.

Change: Added clarification of holiday observance.

Description: Added clarifying language about observance of Christmas Eve when it is on Sunday and Christmas Day is on Monday.

Chapter 4, Section 4-17 (f). Vacation.

Change: Added clarification language about payout following separation.

Description: Language was added to clarify that vacation payout upon separation does not include employees who resign in lieu of termination.

Chapter 4, Section 4-18 (n). Sick leave.

Change: Added language to include a maximum amount of sick leave that can be used to augment bereavement leave.

Description: Current policy does not include a maximum amount of sick leave that can be used to augment bereavement leave.

Chapter 4, Section 4-19 (d) (4). Leaves of Absence.

Change: Added FMLA leave to exceptions for use of sick and vacation leave.

Description: This change is in accordance with FMLA policy that requires a minimum use of forty (40) hours of accrued leave. Exhaustion of sick and vacation leave is not required while on FMLA.

Chapter 4, Section 4-25 (c). Separation Pay.

Change: Added clarification language about payout following separation.

Description: Language was added to clarify that vacation payout upon separation does not include employees who resign in lieu of termination.

Appendix. Use of City-Owned/Leased Vehicles

Change: Added language to specify when and how electronic devices may be used.

Description: This additional language is added to comply with the Siddens Bening Hands Free Law passed by the Missouri legislature in May 2023, effective August 28, 2023, with enforcement and penalty provisions beginning January 1, 2025.

Appendix. On-Call Policy

Change: Added language to change on-call hours for City-observed holidays and to specify employees who are physically ill on a regular work shift are not eligible for on-call pay following that shift.

Description: Although holiday call-outs do not occur often, it is hoped offering eight hours of pay in the event of a holiday call-out will encourage employees to take those on-call weeks.

INTRODUCTION

This Personnel Manual is designed to provide you with information about working conditions, expectations, benefits, and some of the policies affecting your employment with the City of Raytown (hereinafter "City"). You should read, understand, and comply with all the provisions of the Manual. It describes many of your responsibilities as a member of our team, and outlines the programs developed by the City to benefit you and your fellow employees.

No employee Manual can anticipate every circumstance or answer every question about policy. As time progresses, it will undoubtedly prove necessary to revise this Manual. Accordingly, the City reserves the right to revise, supplement, amend or rescind any policies or programs contained in this Manual from time to time as it deems appropriate, in its sole and absolute discretion. You will, of course, be notified of any such changes to the Manual as soon as reasonably practicable. The provisions contained in this Manual supersede any and all contrary verbal or written policies and statements, including previous Manuals or representations made by the City.

This Manual does not constitute a guarantee of any future policies, procedures or terms of employment.

This Manual is not intended to and does not constitute an employment contract between the City and any of its employees. No individual City official has authority to enter into an oral or written promise or contract of employment. Any employment contract must be approved by the Board of Aldermen (hereinafter "Board"). The terms and provisions of this Manual are subject to change from time to time, with or without notice, at the Board's sole discretion.

Should you have any questions concerning any of the information contained in this Manual, please contact the Human Resource Manager or the City Administrator.

Organization of the City

The City of Raytown is a City of the Fourth Class, located in Jackson County, Missouri, and is part of the Kansas City Metropolitan Area.

The City is governed by a Mayor and a ten-member Board of Aldermen. The day-to-day operation of the City is coordinated by a City Administrator, who is hired by, and reports to, the Board of Aldermen.

The City consists of several departments, each overseen by a Department Head. These departments are:

1. Administration
2. Community Development
3. ~~Emergency Medical Services~~
43. Finance
54. Municipal Court
65. Parks and Recreation
76. Police
87. Public Works

The ~~City Marshal (Police Chief), City Collector, and the~~ Municipal Judge ~~are elected~~ is an elected positions. The Parks Director is appointed by the Park Board. The City Administrator recommends appointment and removal of the remaining Department Heads to the Governing Body.

The Mayor, City Collector and five Aldermen (one from each of the five wards in the City) are elected to four-year terms during one election cycle. Two years later, the other five aldermen, the Police Chief and the Municipal Judge are elected to four-year terms of office.

Chain of Command/Lines of Authority: Because the situation within every Department of the City is different, the organization of personnel within those Departments also differs.

Questions an employee has regarding their responsibilities or duties should be directed to their supervisor.

2. PROVISIONS APPLICABLE TO ALL OFFICERS AND EMPLOYEES

2-1. Residency.

Applicants for positions in the municipal services except as otherwise provided by law or ordinance are not required to be residents of the City but are encouraged to become residents upon assuming municipal service.

2-2. Nepotism.

Members of the immediate family of the City Administrator, Assistant City Administrator, any Department Director, Deputy Director, Municipal Judge, Police Chief, Deputy Police Chief, Human Resource Manager, and City Clerk are not eligible for employment.

Members of the immediate family of an existing employee are not eligible for employment in the same division and/or if an on-going direct or indirect supervisory relationship would result from hiring.

Members of the immediate family of an appointee to a City Board, Committee or Commission are not eligible for employment if the Committee has assigned duties or provides advisory oversight to the division in which employment is sought.

In the event these conditions are not met, including changes as a result of marriage, the affected employee(s) has 180 calendar days to conform to this policy. One immediate family member must transfer to an open position in another division or cease employment. Determination of who shall transfer or cease employment will be determined by the affected employee(s). Any such transfer will not guarantee maintenance of current rates of pay or classification. Failure to make a determination in the time allotted will result in termination of the least tenured employee.

Members of the immediate family of the City Administrator, any Department Director, Municipal Judge, Police Chief, Human Resource Manager, and City Clerk are not eligible for employment are not eligible to seek a transfer and must cease employment within 180 calendar days. Failure to cease employment will result in termination.

This policy will be in effect for any employees hired, transferred or promoted after December 20, 2016.

2-3. Ethics.

The City of Raytown will conduct its business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services and operations and will maintain a reputation for honesty, fairness, respect, responsibility and sound business judgment. Our officers and employees are expected to adhere to high standards of business and personal integrity.

We expect that officers, directors and employees will not knowingly misrepresent the City and will not speak on behalf of the City unless authorized. The confidentiality of sensitive information (i.e., financial or personnel information or closed Board of Aldermen session information) about our City is to be treated with discretion and only disseminated on a need-to-know basis or in accordance with the rights to citizens under the Sunshine Law.

Retaliation against an individual for reporting ethics abuses or for participating in an investigation of an ethics abuse claim is a serious violation of this policy and will be subject to

4-16. Holidays.

(a) The following days shall be paid holidays for City employees:

- New Year's Day, January 1
- Martin Luther King Day, third Monday in January
- Memorial Day, last Monday in May
- Juneteenth Day, June 19
- Independence Day, July 4
- Labor Day, first Monday in September
- Thanksgiving Day, 4th Thursday in November
- Friday following Thanksgiving Day
- Christmas Eve, December 24
- Christmas Day, December 25
- Three (3) floating holidays

(b) Holiday Observance. Determination of a holiday for shift personnel shall be based on the actual date of the holiday. For employees who normally work Monday–Friday schedules, observance of holidays shall be either the day the holiday falls on, or if the holiday falls on a Saturday the previous Friday will be observed, and, if the holiday falls on a Sunday, the following Monday will be observed. If Christmas Day falls on a Saturday it will be celebrated the following Monday. If Christmas Eve falls on a Sunday, it will be celebrated on the preceding Friday.

(c) Holiday Pay. An employee whose regular work day falls on any City-recognized holiday shall receive their regular pay plus holiday pay for the hours worked, but not to exceed the number of hours of their normal work schedule.

(d) Holiday Call-back. An employee called back to duty on a holiday shall be compensated at 1½ rate and shall receive a minimum of 1 hour of pay. If they are engaged to work after the call-in they will receive a minimum of two (2) hours pay. They will still receive their full holiday pay.

(e) Off-duty Shift Workers. Shift workers such as police officers, whose regular scheduled day off falls on any City-recognized holiday shall receive, in addition to his day off, regular pay as holiday compensation equal to the amount of hours the employee would regularly be scheduled for work.

(f) Part-time or Seasonal. Part-time and/or seasonal personnel will not be paid for City observed holidays which fall on days for which they would otherwise have been scheduled to work. If part-time or seasonal personnel do work on a City observed holiday, they will be compensated at their regular hourly wage unless they have worked over 40 hours that week at which time they will be compensated at 1½ time rate.

(g) To be eligible for holiday pay an employee must be on the payroll on the day of the holiday, must have worked or been on paid leave the work day prior to the holiday and the work day following the holiday.

(h) Holidays occurring during an employee's paid vacation time will be credited as a holiday and not as a vacation day.

(i) Consideration will be given to employees wishing to observe other religious holidays not a part of the official City holidays. The leave may be charged to vacation or leave without pay.

- (e) Sick leave: Sick leave may not be used to augment vacation time, but earned vacation may be used to augment exhausted sick leave.
- (f) Vacation pay upon separation from employment: Employees, including probationary employees, who separate from City employment in good standing by giving fourteen (14) calendar days' notice of resignation shall be paid for all vacation accrued but not taken by the date of termination. Employees, including probationary employees, terminated by the City for cause, ~~or~~ who resign without proper notification, or who resign in lieu of termination shall forfeit accrued vacation credits, unless otherwise disallowed by applicable laws then existing.

4-18. Sick Leave.

Paid sick leave is not required by law and is provided for the benefit of the employee.

The City reserves the right to control how, when and in what increments sick leave may be used.

(a) Amount:

- (1) Employees (excluding elected employees), employed to work on a regular basis of forty (40) hours per week, five (5) days per week, shall earn sick leave at the rate of three and seven tenths (3.7) hours per pay period.

(b) When accrued: Employees, hired on full-time basis, shall begin accruing sick leave with their first payroll regardless of whether they have completed their probationary period.

(c) When taken:

- (1) Sick leave must be earned before it can be taken.
- (2) The following absences are chargeable to sick leave when approved by the City Administrator or his delegate:
 - (A) Loss of work due to illness or injury, including pregnancy, childbirth and related medical conditions.
 - (B) Personal doctor or dentist appointments when emergency or otherwise unavoidable circumstances make it impossible to schedule such appointments during nonworking hours.
 - (C) Necessary care for a family member of the immediate family.
 - (D) Sick leave requests must be approved by the City Administrator or his delegate prior to payroll action.

(d) Holidays during sick leave: Any holiday occurring during a period of illness will not be charged against sick leave.

(e) Illness while on vacation: No refund of vacation time shall be allowed for illness incurred while on vacation.

(f) Vacation may augment sick leave: Vacation credits may be used to augment exhausted sick leave; but sick leave may not be used to augment vacation.

(m) Physician's statement required: Sick leave in excess of two work shifts shall be allowed only after such employee presents to the City Administrator or his delegate a written physician's statement certifying that the employee's condition prevented the employee from performing his duties. The City Administrator or his delegate shall be entitled to request a physician's statement in such other circumstances as deemed appropriate.

(n) Up to two (2) weeks of sSick leave may be used to augment bereavement.

4-19. Leaves of Absence.

(a) Family and medical leave (FMLA):

- (1) Family and medical leaves of absence shall be granted to employees who have been employed in the municipal service for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the year preceding the start of leave.
- (2) Family and medical leaves of absence shall be granted for extended periods of time off work due to those reasons required by federal law, including:
 - (A) Birth of a child, and to care for such child;
 - (B) Placement of a child for adoption or foster care;
 - (C) Caring for the employee's seriously ill spouse, child or parent;
 - (E) For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status; or
 - (F) To care for a covered service member with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the service member.
- (3) Employees will be required to use vacation or sick leave for their first 40 hours of FMLA. After that time, they can either continue to use their accrued leave or they will be placed on leave without pay.
- (4) Except when impracticable, such as in an emergency situation, family and medical leaves of absence should be requested in writing thirty (30) days in advance.
- (5) Family and medical leave may be granted for periods not exceeding twelve (12) weeks during any twelve-month period measured forward from the first use of FMLA.
- (6) Following leaves of absence, employees shall be entitled to be restored to their former position or to an equivalent position with equivalent employee benefits, pay, and other terms and conditions of employment. An employee among the highest paid ten (10) percent of the employees employed by the employer may be denied such full restoration if substantial and grievous economic injury to the employer would result and the employee is notified of this decision at the time of the leave request.

(d) Miscellaneous provisions:

- (1) Leave shall be allowed only for the stated purpose. In the event an employee engages in any activity inconsistent with that for which the leave was granted or if he shall accept other unapproved outside employment, he shall be deemed to have tendered his resignation without notice at the effective date of the leave.
- (2) During leaves, except as otherwise provided herein, benefits will not accrue nor will holidays be paid. This applies even if an employee chooses to refuse FMLA. Leave will not constitute a break in service for pension purposes or for merit review purposes, but medical, life and other insurance benefits may be continued at the cost of the employee. Such insurance shall be paid for prior to the first of the month in which it would otherwise expire.
- (3) Except as otherwise provided herein, leaves of absence will be without pay.
- (4) Except in the case of FMLA or military leave, an employee shall use all his accrued sick leave and vacation prior to being granted unpaid leave. An employee may elect to use accrued vacation benefits during additional military leave but shall not be required to do so.

(e) Jury duty. Employees shall be granted leave during the time they are summoned to appear for jury duty. They shall be paid their regular salary during their attendance and will be allowed to retain any remuneration received for serving. Proof of service must be provided to Payroll before jury duty pay can be received.

(f) Bereavement leave:

- (1) Employees are allowed up to three consecutive days off from regularly scheduled duty with regular pay in the event of the death of an immediate family member as defined previously.
- (2) Employees are allowed up to four hours of bereavement leave to attend the funeral of a fellow regular employee or retiree of the City, provided such absence from duty will not interfere with normal operations of the City.

SEPARATION FROM MUNICIPAL SERVICE

4-23. Resignations.

- (a) Any employee may resign in good standing by presenting his resignation in writing fourteen (14) calendar days prior to the effective date and continuing to perform assigned duties without disruption or violation of City policies. Resignation without such advance notice and observance of conduct rules and City policies will result in forfeiture of all accrued vacation, unless otherwise prohibited by then-existing applicable laws. Such resignation shall be promptly forwarded to the Human Resources Office.

In most situations, an employee's separation date (also called termination date or retirement date) will be the date the employee last worked a regular shift. Use of paid leave will not be applied to extend the separation date. Employees who are unable to return to work following Family and Medical Leave due to their own serious health condition or those unable to return to the job due to a work-related injury/illness may have a separation date other than their last working day.

- (b) At the discretion of the Department Head, the employee may be allowed to leave immediately after notice and still be considered to have left in good standing if it is more convenient for the department.

4-24. Reduction in Force; Layoff.

An employee may be separated from municipal service without prejudice because of lack of funds or curtailment of work. Ordinarily, the City attempts to give notice of at least ten (10) working days to such employees prior to separation, unless circumstances require less time or no notice. (Rev. 12-05-17 R-3042-17)

4-25. Separation Pay.

- (a) Upon separation from City employment in good standing employees, including probationary employees, will receive payment for unused vacation credits accrued.
- (b) Separated employees with a minimum of five (5) years of service will be allowed to sell back up to forty (40) hours of sick leave upon separation from municipal service in good standing. The City will buy back the sick leave at the employee's current base rate of pay. Employees may not utilize this and the annual buyback program in the same fiscal year. After notice of separation is given to the employer no additional use of sick leave or floating holidays will be allowed.
- (c) Upon separation with prejudice or in lieu of termination, employees, including probationary employees, will receive payment only for time worked.
- (d) Notwithstanding the foregoing paragraph, and in accordance with applicable laws, no separation pay shall be paid until all property issued to the employee has been returned and all financial obligations to the City have been satisfied.

4-26. Termination.

Any employee may be separated from the municipal service as a result of disciplinary action as hereinafter provided and such separation shall be "with prejudice." However, no separation shall be with prejudice until such time as his termination has become final.

SUBJECT	ISSUED BY	EFFECTIVE DATE	REVISION DATE
Use of City-Owned/Leased Vehicles	Board of Aldermen	01-01-2017	~~11-13-2018~~ 12-19-2023

POLICY STATEMENT:

City-owned vehicles are to be used for official City business only. Assignments of City vehicles are subject to the approval of the City Administrator. All City-owned vehicles will be equipped with a permanently attached and on at all times GPS system used universally by all City departments. All City-owned vehicles shall bear the City of Raytown or Departmental insignia.

Vehicles cannot be used to transport other family members or to attend to personal errands. Passengers in City vehicles are allowed when their presence relates to City business.

Smoking is not allowed in City-owned or leased vehicles.

Exceptions to this policy may be made with approval by the City Administrator and/or his designee.

Responsibility of Drivers. Employees operating City vehicles are expected to practice all safety precautions when utilizing a City vehicle. All gear, equipment and City property will be secured within the capabilities of the vehicle being used. Any employee operating a City vehicle must have an applicable valid driver's license which must be on or accompanying the employee when driving such a vehicle. Seat belts shall be worn by all City employees and passengers while operating or riding in a City vehicle in accordance with State Statutes.

Employees may not write, send or read written communications on their wireless communication device while driving. This prohibition includes, but is not limited to, text messages, instant messages, and electronic mail. Employees may not watch videos or browse the Internet or hold/support an electronic device while driving. Employees may not make any communication, such as phone call or voice message, unless solely using voice-operated or hands-free features and in a manner that does not distract from driving. Employees may use an electronic device, text, type, make a call, etc. as appropriate if reporting an emergency situation and remaining in contact with emergency personnel, while the vehicle is lawfully stopped or parked, viewing a map for navigation purposes, listening to audio broadcasts, or are a law enforcement officer or emergency vehicle operator while in performance of official duties. Failure to comply with these policies may subject the employee to disciplinary action up to and including termination.

When using a City-owned vehicle to respond to an incident in an emergency capacity, the employee shall follow all laws, rules and regulations that govern the operation of an emergency vehicle.

<u>SUBJECT</u>	<u>ISSUED BY</u>	<u>EFFECTIVE DATE</u>	<u>REVISION DATE</u>
<u>Use of City-Owned/Leased Vehicles</u> <u>(Continued)</u>	<u>Board of Aldermen</u>	<u>01-01-2017</u>	~~10-16-2018~~ 12-19-2023

Accidents Involving City-owned Vehicles. If an employee has an accident while in care or control of a City-owned vehicle which results in personal injury or property damage, the employee shall notify the Police Department immediately and then notify his supervisor. This should be done regardless of how minor the accident appears. The employee shall request that all parties and property concerned remain at the scene of the accident until police officers can investigate the incident. The employee shall take a mandatory drug test within two hours of an accident involving a City-owned or leased vehicle. Supervisors shall report all accidents to the City Clerk.

Use of Private Vehicles for City Business. If employees are required to use a personal car in the performance of official duties for the City, they may receive a mileage rate as established by the Internal Revenue Service. Expenses for mileage must be submitted to and approved by the employee's Department Head or the City Administrator in the case of a Department Head.

Personal injuries may be covered under the Workers' Compensation program; however, damage to personal property is not covered or reimbursed by the City. Adequate auto insurance is required, and documentation of coverage may be requested at any time.

<u>SUBJECT</u>	<u>ISSUED BY</u>	<u>EFFECTIVE DATE</u>	<u>REVISION DATE</u>
~~Use of City-Owned/Leased Vehicles~~ ~~(Continued)~~	~~Board of Aldermen~~	~~01-01-2017~~	~~10-16-2018~~

Driver's License Reviews. The City reserves the right to annually review the driving record of all employees who are authorized to drive a City vehicle or who receive an automobile allowance and are required by their job description to hold a valid driver's license. This screening takes place in order to protect the City and its citizens from liability in the event that a City employee has an accident and someone is injured or property is damaged and to help ensure accountability and responsibility for safe driving when public funds are involved.

SUBJECT	ISSUED BY	EFFECTIVE DATE	REVISION DATE
On-Call Policy	Board of Aldermen	01-01-2017	~~08-01-2017~~ <u>12-19-2023</u>

POLICY STATEMENT:

The on-call period will start at a day and time as determined by each department.

The on-call period for each day in which the staff member is to be on standby, but has worked a regular shift, will begin immediately upon the end of said regular shift.

Hourly staff that carry a cell phone or pager for the purpose of responding to after-hours calls (on-call) shall be paid one dollar (\$1.00) per-hour standby pay for each hour they are on standby and not on regular paid status. This paragraph does not apply to personnel in the Police Department.

When called and it is determined that the event does not require the employee to report for duty, that employee will be paid for one (1) hour of time worked.

When called and the need to respond to work is confirmed, the on-call employee shall remain on standby status until they have reported to their regular location of work or the call location, as determined by each department. When the on-call employee has reported for work, they will be on the clock until returned back to standby status or two (2) hours of time worked, whichever is greater. except in the event the time worked is on a City-observed holiday. In that event, they will be on the clock until returned back to standby status or eight (8) hours of time worked, whichever is greater.

Overtime pay will not take effect until the employee has worked the required forty (40) hours in a single work week, including any calls out. Standby pay, vacation, sick leave, and holiday pay do not count toward the overtime threshold.

Overtime pay for the Police Department will not take effect until the employee has worked the required eighty (80) regular hours in the two-week pay period, including any calls out. Vacation, sick leave and holiday pay do not count toward the overtime threshold.

The following exceptions to the rules above apply as follows:

- (1) Additional calls that occur during the original one (1) hour period when a call does not require that a person report for duty will be handled as part of the original call and the employee will remain on the clock and a new call or one (1) hour period will not be started.
- (2) Additional calls for service required that occur during the original two (2) hour period (eight (8) hour period on a City-observed holiday) of pay will be handled as part of the original call and the employee will remain on the clock and a new call or two (2) hour (eight (8) hour) period will not be started.
- (3) Calls that occur less than two (2) hours before the beginning of a normal shift will be paid from the time the call is received until the start of the work day.

<u>SUBJECT</u>	<u>ISSUED BY</u>	<u>EFFECTIVE DATE</u>	<u>REVISION DATE</u>
<u>On-Call Policy (Continued)</u>	<u>Board of Aldermen</u>	<u>01-01-2017</u>	<u>12-19-2023</u>

- (4) Standby pay ends when either a callout begins, or the employee is otherwise on the clock (paid status). Total pay may not exceed twenty-four (24) hours of standby and paid status in a twenty-four (24) hour period.

No individual shall be on-call for more than two consecutive weeks without at least a one-week break.

The person on-call shall return any call or page within fifteen (15) minutes. The person on-call shall, if called out, report for duty within one (1) hour.

If an on-call employee is unable to work a regular shift due to illness, that person is ineligible for on-call pay for the hours immediately following the end of said regular shift.

The on-call team shall maintain the ability to report to work without impairment during the entire length of the tour of duty.

It shall be the discretion of each department and its Department Head thereof to determine what constitutes a call that requires a person to report for duty. Every person who may be on-call shall know the calls for which they must respond back to work according to their department policies.

In the case of an injury accident involving a City vehicle or equipment or other property damage, the employee shall notify the Police Department immediately. A supervisor must also be called and respond to the scene if possible.

In the event the on-call employee determines there to be a need for additional help, they must first contact a supervisor for approval.

When there is a real probability that the media may try to interview the on-call employee, all questions shall be directed to the supervisor and/or Department Head or his designee (example: Public Information Officer).

CITY OF RAYTOWN

Request for Board Action

DATE SUBMITTED: 12/08/2023

MEETING DATE: December 19, 2023

SUBMITTED BY:

DEPARTMENT: Public Works

Document Type: Resolution Budget Amendment

SUBJECT/REQUEST

AUTHORIZATION TO APPROVE CHANGE ORDER NO. 2 WITH MCANANY CONSTRUCTION ON PROJECT MS-2023-02, 2023 UBAS PROJECT – 83RD STREET IN THE AMOUNT OF \$ 4,967.00. Point of Contact Robinson Camp

BACKGROUND/JUSTIFICATION

On July 11, 2023, the Board of Alderman awarded McAnany Construction repair curb and gutter, 3" asphalt repairs, sidewalk repairs, ADA improvements, utility lid adjustments, and pavement markings along 83rd Street between Raytown Road and 350 Highway. The whole section of road received an Ultrathin Bonded Asphalt Surface (UBAS) placed over a heavy asphalt emulsion layer or membrane. The awarded amount was \$651,073.00

On August 1, 2023, Lamp Rynearson and the City of Raytown re-evaluated some curb inlets and decided not to remove and replace them. Instead of removing and replacing the curb inlets, they would only replace the inlet lid, throats and steal frame, and front wall face. This was a savings of \$13,000.00.

Upon completion of the project, the total variance of quantities (sidewalk, pavement markings, curb and cutter, and ADA ramps) exceeded the contract amount by \$ 4,967.00.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

Resolution R-3524-23 was approved on July 11, 2023.

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	McAnany Construction
Amount of Original Contract	\$651,073.00
Adjusted Contract Amount	\$656,040.00
Difference	Increase of \$4,967.00
Budget	2022-2023
Account Name	Transportation Sales Tax Fund - Capital Projects
Account Number	204-62-00-100-53600

REVIEWED BY

Michael Graham
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso 2023 UBAS McAnany-Amendment
2. Final Pay Application and Quantities
3. Change Order 1

**SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)**

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

**A RESOLUTION AMENDING THE AGREEMENT WITH MCANANY CONSTRUCTION INC.
FOR THE 2023 ULTRATHIN BONDED ASPHALT SURFACE PROJECT IN THE AMOUNT OF
\$4,967.00 FOR A TOTAL PROJECT AMOUNT NOT TO EXCEED \$656,040.00**

WHEREAS, the City of Raytown (the "City") issued an Invitation to Bid for the 2023 Ultrathin Bonded Asphalt Project within the City; and

WHEREAS, the bid for said project was awarded McAnany Construction Inc. on July 11, 2023, pursuant to Resolution R-3524-23 in the amount of \$651,073.00; and

WHEREAS, with Change Order No. 1 was a reduction in cost and Change Order No. 2, was an addition in cost, the agreement needs to be amended in the amount of \$4,967.00; and

WHEREAS, the Board of Aldermen desire to amend the agreement with McAnany Construction Inc. for the 2023 Ultrathin Bonded Asphalt Surface Project in the amount of \$4,967.00 for a total project amount not to exceed \$656,040.00.

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

THAT an amendment to the agreement with McAnany Construction Inc. for the 2023 Ultrathin Bonded Asphalt Surface Project in the amount of \$4,967.00 for a total project amount not to exceed \$656,040.00, is hereby authorized and approved;

FURTHER THAT the City Administrator is authorized to execute all documents necessary or incidental to the performance thereof, accept the work performed under the contract and make final payment thereon.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of December, 2023.

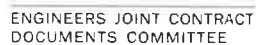
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney



3-FINAL

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE		Application Period: 09/01-09/30	Application Date: 9/30/2023
To (Owner):	City of Raytown	From (Contractor):	Via (Engineer): Lamp Rynearson
Project:	2023 UBAS Project	Contract:	
Owner's Contract No.:	MS-2023-02	Contractor's Project No.:	3075
		Engineer's Project No.:	PN 0323037

Change Order Summary

Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
1		-\$13,000.00
2	\$17,967.00	
TOTALS	\$17,967.00	-\$13,000.00
NET CHANGE BY CHANGE ORDERS	\$4,967.00	

- | | | |
|--|----|--------------|
| 1. ORIGINAL CONTRACT PRICE..... | \$ | \$651,073.00 |
| 2. Net change by Change Orders..... | \$ | \$4,967.00 |
| 3. Current Contract Price (Line 1 ± 2)..... | \$ | \$656,040.00 |
| 4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... | \$ | \$656,040.00 |
| 5. RETAINAGE: | | |
| a. X \$656,040.00 Work Completed..... | \$ | |
| b. X Stored Material..... | \$ | |
| c. Total Retainage (Line 5.a + Line 5.b)..... | \$ | |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... | \$ | \$656,040.00 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... | \$ | \$651,073.00 |
| 8. AMOUNT DUE THIS APPLICATION..... | \$ | \$4,967.00 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... | \$ | |

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:

Contractor Signature	
By:	

Date:

11/22/23

Payment of: \$ \$4,967.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: Greg Vontakis 11/22/2023
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____

Funding or Financing Entity (if applicable) (Date)

Contractor's Application

EJCDC® C-620 Contractor's Application for Payment
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Page 1 of 1

Date of Issuance: 8/1/2023 Effective Date: 8/1/2023
Owner: City of Raytown Owner's Contract No.: MS-2023-02
Contractor: McAnany Construction
Engineer: Lamp Rynearson Engineer's Project No.: 0323037.01
Project: 2023 UBAS Project Contract Name: 2023 UBAS Project

The Contract is modified as follows upon execution of this Change Order:

Description: Curb inlets #200 and #204 will not be removed and replaced. Instead of removing and replacing the entire inlets only the inlet lids, throats and steel frames, and the front wall face will be replaced.

Attachments: McAnany Construction itemized description.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 651,073.00	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: September 30, 2023 days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 651,073.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 638,073.00	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Greg VanPatten</u>	By: <u>Ramon M. Hanson</u>	By: <u>R. M. Hanson</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager, PE</u>	Title: <u>City Engineer</u>	Title: <u>Vice President</u>
Date: <u>8/2/2023</u>	Date: <u>8-4-2023</u>	Date: <u>08/02/23</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



9001 State Line Rd., Ste. 200
Kansas City, MO 64114
[P] 816.361.0440
[F] 816.361.0045
LampRynearson.com

Change Order 1					
2023 UBAS PROJECT					
City of Raytown, MO					
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total
12	8'X3' Curb Inlet	EA	0	\$ 15,000.00	\$ (15,000.00)
13	8'x4' Curb Inlet	EA	0	\$ 16,000.00	\$ (16,000.00)
14	6'x4' Inlet Top	EA	0	\$ 5,000.00	\$ (5,000.00)
					\$ (36,000.00)

The above line items from the original bid will not be constructed as part of this change order and will include a cost savings of \$36,000.00.



McANANY
CONSTRUCTION

To: City of Raytown

Atten: Jason

Job Name: Raytown Inlet Tops

Location Raytown MO

ITEM		Quantity	Unit	Unit Price	Total
1	8'x4' Inlet Top with 10" Metal Frame and Throat	1	EA	\$7,000.00	\$ 7,000.00
2	8'x3' Inlet Top with 10" Metal Frame and Throat	1	EA	\$6,500.00	\$ 6,500.00
3	4'x6' Inlet Top with 10" Metal Frame and Throat	1	EA	\$6,000.00	\$ 6,000.00
4	4 Concrete Collar With Flow Lines	1	EA	\$3,500.00	\$ 3,500.00
				TOTAL	\$ 23,000.00

Notes: All work is tied. To be completed during normal working hours. CO1

Exclusion: mass grading, haul in of dirt, ab-3, stabilization, utility movement, striping, full depth repairs, asphalt, additional seeding

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance. Thank you for the opportunity to submit this proposal.

Authorized Signature: BPM

Date of Proposal: 7/24/2023

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

o (913) 631-5440

15320 Midland Drive
Shawnee, KS 66217

mcananyconstruction.com
SINCE 1954

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 12/08/2023

MEETING DATE: December 19, 2023

SUBMITTED BY:

DEPARTMENT: Finance

Document Type: Resolution

SUBJECT/REQUEST

Staff requests approval of a resolution to the re-appropriation of Purchase Orders and amounts still outstanding from the previous fiscal year.

BACKGROUND/JUSTIFICATION

Attached, Exhibit A, list all purchase orders and amounts that were previously approved in fiscal year 2022/2023 that still has outstanding amounts to be expended. These represent items that were not completed in the fiscal year but are in progress.

RECOMMENDED MOTION

Approve the resolution.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	
From Account Name and #:	Amount:
To Account Name and #:	Amount:

REVIEWED BY

Michael Graham
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

- | | |
|----|--|
| 1. | Reso Budget Reappropriation FY2022-2023 to FY2023-2024 |
| 2. | PO Roll Over FY23 to FY24 Board |

**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 AMENDING FISCAL YEAR 2023-2024 BUDGET TO REAPPROPRIATE
VARIOUS EXPENDITURES INCOMPLETE FROM THE PREVIOUS YEAR**

WHEREAS, there is a need to reappropriate purchase orders from the Fiscal Year 2022-2023 Budget to Fiscal Year 2023-2024 Budget; and

WHEREAS, in order to implement the necessary budget adjustments, the Board of Aldermen find it is in the best interest of the City to amend Resolution R-3550-23, adopting the Budget for Fiscal Year 2023-2024 as set forth in Exhibit "A" attached hereto.

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

THAT the Fiscal Year 2023-2024 Budget approved by Resolution R-3550-23 is hereby amended as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of December, 2023.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

PO Number	Vendor	Project Description	Carrry Over Amount	Account Number
23-18121	Lamp Rynearson, Inc.	SWM-2022-01-2022 Stormwater (59th & RR)-Design	\$ 841.59	205-62-00-100-57000
23-18124	Walter P. Moore and Associates Inc.	SR-2023-01-2023 Neighborhood Design	61,467.50	204-62-00-100-57000
23-18126	CITY OF KANSAS CITY, MISSOURI	MS-2002-05-Coop with Kansas City-resurfacing	108,541.06	204-62-00-100-53600
23-18173	Lamp Rynearson, Inc.	Stormwater Maintenance Projects-SWM-2023-01A;SWM-	15,553.25	401-62-00-100-57000
23-18178	DH Pace Company, Inc	install door at 10014E 65th St	2,862.00	101-62-00-100-52750
23-18220	MOTOROLA SOLUTIONS INC	portable radio w/ desk charger, extra chrg, batter	2,738.49	501-62-00-100-53500
23-18260	George Butler Associates, Inc.	SSM-2022-02 Sanitary Sewer Proj-Wildwood South	64,984.95	501-62-00-100-57000
23-18261	George Butler Associates, Inc.	SSM-2023-01 Final engineering serv for San. Sewer	105,190.53	501-62-00-100-57000
23-18262	Timmons Group Inc	Sanitary Sewer Data Migration	6,000.00	501-62-00-100-53999
23-18265	SFS Architecture, Inc.	Design Work - PD annex building and court counter	1,684.22	205-00-00-100-57000
23-18406	Common Data Solutions, LLC	Serv for pavement and asset condition assessment	23,500.00	204-62-00-100-53600
23-18410	COMMENCO, INC.	repurpose PD Radios for Public Works-antenna,mics	5,974.60	205-62-00-100-57000
23-18483	AFFINIS CORPORATION	Professional serv for task orde/ scope-SWM-2023-03	3,807.85	501-62-00-100-57000
23-18544	COMMENCO, INC.	handheld radio programming	325.00	205-62-00-100-57000
23-18731	Rand Construction Company	replace trench drain in PD Sallyport	16,251.00	205-62-00-100-57000
23-18748	George Butler Associates, Inc.	san sewer line and storm water channel work-53rd	88,150.00	501-62-00-100-57000
	George Butler Associates, Inc.	Storm water maintenance project	49,585.00	401-62-00-100-57000
23-18845	MOTOROLA SOLUTIONS INC	Motorola T1 Ethernet Project	98,000.00	207-32-00-100-57000
23-18855	Kissick Construction Company, Inc.	22-23 Sanitary Sewer Maintenance Project amendment	710,965.05	501-62-00-100-57000
23-18861	EVERLASTING SIGN INC.	Everlasting Sign	1,350.00	205-32-00-100-57000
23-18862	GALLS, LLC	Galls	1,600.00	205-32-00-100-57000
23-18889	George Butler Associates, Inc.	adjust the crosswalk timing at 63rd St & BRC	3,042.00	101-62-00-100-52250
23-18940	CUMMINS INC.	purchase of a generator for City Hall - R-3555-23	165,568.50	101-00-00-100-57000
23-18941	T&B Trucking and Excavating,LLC	Stormwater Proj 83rd St & Hunter-SWM-2023-01B	456,937.00	401-62-00-100-57000
23-18959	SHAWNEE MISSION FORD INC.	FY23-23 Shawnee Mission Ford	160,225.00	205-32-00-100-57000
23-18960	911 CUSTOM, LLC	911 Custom	59,650.00	205-32-00-100-57000
			<u>\$ 2,214,794.59</u>	

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 12/08/2023

MEETING DATE: December 19, 2023

SUBMITTED BY:

DEPARTMENT: Finance

Document Type: Resolution

SUBJECT/REQUEST

Approve the Budget Adjustment for 2022/2023

BACKGROUND/JUSTIFICATION

The attached Exhibit A shows adjustments for the 2022/2023 budget. The first item is a transfer of funds from Park accounts and the second item is a FY2022 rollover amount that was not included with the rollover items approved by the Board in July 2023.

RECOMMENDED MOTION

Approve Budget Adjustments for 2022/2023

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	
From Account Name and #:	Amount:
To Account Name and #:	Amount:

REVIEWED BY

Michael Graham
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

- | | |
|----|-----------------------------------|
| 1. | Reso Budget Adjustments 2022-2023 |
| 2. | Budget Adjustment 2022-2023 |

**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 AMENDING FISCAL YEAR 2022-2023 BUDGET TO REALLOCATE
VARIOUS EXPENDITURES BETWEEN DESIGNATED FUNDS**

WHEREAS, there is a need to reallocate expenditures between various fund accounts within the Fiscal Year 2022-2023 Budget; and

WHEREAS, in order to implement the necessary budget adjustments, the Board of Aldermen find it is in the best interest of the City to amend Resolution R-3486-22, adopting the Budget for Fiscal Year 2022-2023 as set forth in Exhibit "A" attached hereto;

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

THAT the Fiscal Year 2022-2023 Budget approved by Resolution R-3486-22 is hereby amended as set forth in Exhibit "A" attached hereto and incorporated herein by reference;

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of December, 2023.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

Exhibit A
City of Raytown
Budget Adjustment for FY2022/2023

	Department	Amount	Line Item	Account Number	Justification
1)	Parks	\$ 28,680.00	Civilian Employee	201-92-00-100-51102	Personnel cost higher than budget due to the approved compensaion study
	Parks	\$ (28,680.00)	Miscellaneous Construction	201-92-00-100-53999	Funds saved - Project cost was less than budget
2)	Capital Sales Tax Public Works	\$ 84,163.35	Capital Expenditures	204-62-00-100-57000	Item should have been included in the 2021-2022 roll over items at the July Board.
	Capital Sales Tax Public Works	\$ (84,163.35)	Capital Sales Tax Fund Balance		The roll over will cover design cost incurred during 2022/2023 for the Rolling Heights Neighbor hood.