TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
DECEMBER 3, 2024
REGULAR SESSION NO. 40
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 3, 2024 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: 811 1168 5079
Passcode: 205326

OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call

Proclamations/Presentations

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 November 19, 2024 Board of Aldermen Meeting

R-3660-24: A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF JOSH MORALES TO THE POLICE OFFICERS' RETIREMENT FUND BOARD OF TRUSTEES. Point of Contact: Teresa Henry, City Clerk.

R-3661-24: A RESOLUTION A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF RALPH MONACO TO THE POLICE OFFICERS' RETIREMENT FUND BOARD OF TRUSTEES . Point of Contact: Teresa Henry, City Clerk.

R-3662-24: A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF FOUR (4) 2025 FORD UTILITY POLICE INTERCEPTORS FROM SHAWNEE MISSION FORD OFF THE MISSOURI KANSAS COUNCIL OF PUBLIC PROCUREMENT COOPERATIVE BID UTILIZING THE CLAY COUNTY AGREEMENT IN AN TOTAL AMOUNT NOT TO EXCEED $220,420.00 FOR FISCAL YEAR 2024-2025**.** Point of Contact: Robert Kuehl, Police Chief.

R-3663-24: A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF PARTS AND SUPPLIES FOR VEHICLE UPFITTING AND RETROFITTING VEHICLE PARTS AND SUPPLIES FROM 911 CUSTOM AND OTHER VENDORS IN AN AMOUNT NOT TO EXCEED $89,880.00 FOR FISCAL YEAR 2024-2025. Point of Contact: Robert Kuehl, Police Chief.

R-3664-24: A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT FOR INMATE SECURITY HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY, MISSOURI, SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED $100,000.00 FOR FISCAL YEAR 2024-2025. Point of Contact: Robert Kuehl, Police Chief.

R-3665-24: A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED $37,628.14 FOR FISCAL YEAR 2024-2025. Point of Contact: Robert Kuehl, Police Chief.

R-3666-24: A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT WITH LAUREL PET RESORT FOR VETERINARY SERVICES IN EXCESS OF $30,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2024-2025. Point of Contact: Diane Egger, Community Development Director.

R-3667-24: A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF ATTACHMENTS FOR A JOHN DEERE 333P COMPACT TRACK LOADER FROM MURPHY TRACTOR & EQUIPMENT OFF THE SOURCEWELL COOPERATIVE PURCHASE AGREEMENT IN AN AMOUNT NOT TO EXCEED $40,075.00 FOR FISCAL YEAR 2024-2025. Point of Contact: Robinson Camp, Public Works Director.

R-3668-24: A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH CENTRAL SALT, LLC FOR THE PURCHASE OF SALT FOR THE PURPOSE OF TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER IN A TOTAL AMOUNT NOT TO EXCEED $70,000.00 FOR FISCAL YEAR 2024-2025. Point of Contact: Robinson Camp, Public Works Director.

NEW BUSINESS

2. Public Hearing: A public hearing to approve the rezoning of 5400 Blue Ridge Cutoff.

2a. FIRST READING: Bill No. 6683-24, Section XIII: AN ORDINANCE APPROVING AN AMENDMENT TO THE OFFICIAL ZONING MAP OF THE CITY OF RAYTOWN FROM R-3, HIGH-DENSITY RESIDENTIAL TO NC, NEIGHBORHOOD COMMERCIAL, FILED BY TYEASHA SMITH, TY'S COZY CARE, ON BEHALF OF THE PROPERTY OWNER, AFFECTING A 0.46-ACRE PARCEL OF LAND LOCATED AT 5400 BLUE RIDGE CUTOFF, WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Diane Egger, Community Development Director.

3. R-3669-24: A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN CLEARGOV FOR BUDGET AND PLANNING SOFTWARE IN AN AMOUNT NOT TO EXCEED $28,775.00 FOR FISCAL YEAR 2024-2025. Point of Contact: Michael Graham, Finance Director.

4. **R-3670-24: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN AND GEORGE BUTLER ASSOCIATES FOR ENGINEERING SERVICES FOR PROJECTS TO BE DESIGNED, BID AND CONSTRUCTION OF THE 2024 GENERAL OBLIGATION BONDS PROJECTS FOR STORM WATER IN AN AMOUNT NOT TO EXCEED $817,064.00 AND AMENDING THE FISCAL YEAR 2024-2025 BUDGET. Point of Contact: Robinson Camp, Public Works Director.

5. **R-3671-24: A RESOLUTION** AMENDING THE FISCAL YEAR 2024-2025 BUDGET RELATED TO A PUBLIC WORKS PROJECT UTILIZING AMERICAN RESCUE PLAN ACT FUNDS. Point of Contact: Robinson Camp, Public Works Director.

6. **R-3672-24: A RESOLUTION** AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH ROYAL CONSTRUCTION SERVICES FOR THE POLICE DEPARTMENT ANNEX BUILDING DEMOLITION AND CONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED $549,980.00 FOR FISCAL YEAR 2024-2025. Point of Contact: Robinson Camp, Public Works Director.

7. **R-3673-24: A RESOLUTION** AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH NAVIGATE BUILDING SOLUTIONS FOR CONSTRUCTION OVERSIGHT OF THE POLICE DEPARTMENT ANNEX BUILDING PROJECT IN AN AMOUNT NOT TO EXCEED $40,150.00 FOR FISCAL YEAR 2024-2025. Point of Contact: Robinson Camp, Public Works Director

ADJOURNMENT

MINUTES
RAYTOWN BOARD OF ALDERMEN
NOVEMBER 19, 2024
REGULAR SESSION NO. 39
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
AND
ONLINE ZOOM WEBINAR
7:00 P.M.

Mayor Michael McDonough called the November 19, 2024, Board of Aldermen Regular meeting to order at 7:02 p.m. Alderman Ian Scott 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 Ryan Myers, Alderman Janet Emerson, Alderman Theresa Garza, Alderman Bill Van Buskirk

Absent: Alderman Krizek, Alderman Bonnaye Mims

Public Comments

Morris Melloy

Alderman Mims joined the meeting at 7:05 p.m.

Communication from the Mayor

Mayor McDonough spoke on recent events and City business.

Communication from the City Administrator

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

Committee Reports

Comments were shared by Alderman Van Buskirk.

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 12, 2024 Board of Aldermen Meeting

R-3654-24: A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF DAVE THURMAN TO THE PLANNING & ZONING COMMISSION. Point of Contact: Teresa Henry, City Clerk.

R-3655-24: A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH LAUBER MUNICIPAL LAW, LLC FOR CITY ATTORNEY AND SPECIAL

COUNSEL SERVICES IN EXCESS OF $30,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2024-2025. Point of Contact: Damon Hodges, City Administrator.

R-3656-24: A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT BY AND BETWEEN TYLER TECHNOLOGIES, INC. AND THE CITY OF RAYTOWN, MISSOURI FOR MAINTENANCE OF WINDOWS-BASED SOFTWARE PROVIDED BY INTERACTIVE COMPUTER DESIGNS, INC. IN AN AMOUNT NOT TO EXCEED $143,936.00 FOR FISCAL YEAR 2024-2025. Point of Contact: Michael Graham, Finance Director.

R-3657-24: A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN EXISTING AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND TROUTT BEEMAN & CO., P.C. FOR THE PERFORMANCE OF PROFESSIONAL AUDIT SERVICES IN AN AMOUNT NOT TO EXCEED $58,000.00. Point of Contact: Michael Graham, Finance Director.

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

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

OLD BUSINESS

2. **SECOND READING: Bill No. 6681-24, Section IV-A. AN ORDINANCE** ESTABLISHING THE COMPENSATION FOR THE OFFICE OF BOARD OF ALDERMEN FOR THE TERM BEGINNING APRIL 2025. Point of Contact: Teresa Henry, City Clerk.

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

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

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

Became Ordinance 5773-24.

3. **SECOND READING: Bill No. 6682-24, Section IV-B. AN ORDINANCE** ESTABLISHING THE COMPENSATION FOR THE OFFICE OF MUNICIPAL JUDGE FOR THE TERM BEGINNING APRIL 2025. Point of Contact: Teresa Henry, City Clerk.

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

Alderman Scott, seconded by Alderman Hayden, made a motion to adopt. The motion was approved by a vote of 9-0-1.

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

Became Ordinance 5774-24.

NEW BUSINESS

DRAFT

4. **R-3658-24: A RESOLUTION** AMENDING THE AGREEMENT WITH T&B TRUCKING & EXCAVATING LLC FOR THE 83RD STREET STORMWATER PROJECT IN THE AMOUNT OF $12,461.50 FOR A TOTAL PROJECT AMOUNT NOT TO EXCEED $469,398.50. 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.

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

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

5. **R-3659-24: A RESOLUTION** AMENDING FISCAL YEAR 2024-2025 BUDGET TO REAPPROPRIATE VARIOUS EXPENDITURES INCOMPLETE FROM THE PREVIOUS YEAR. Point of Contact: Michael Graham, Finance Director.

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

Michael Graham, Finance Director, presented the item.

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

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

ADJOURNMENT

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

The meeting adjourned at 7:22 p.m.

_____
Teresa M Henry, City Clerk, MRCC

DRAFT

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 11/25/2024

MEETING DATE: December 3, 2024

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Resolution

SUBJECT/REQUEST

R-3660-24: Appointment of Josh Morales to the Police Officers' Retirement Fund Pension.

BACKGROUND/JUSTIFICATION

The Police Officers' Retirement Fund Pension Plan was established in 1966 pursuant to Ordinance 101 and subsequently updated by Restatement of the Plan approved by Ordinance 5300-08 adopted in October 2008. The plan provides for the appointment of three (3) citizen members appointed by the Mayor with the approval of the Board of Aldermen. The Chief of Police and the Mayor also serve on the Board of Trustees.

The term of the members is for three (3) years and the terms are required to be staggered to provide consistent and experienced leadership. Citizen members appointed to the Board of Trustees are required to be a qualified and responsible citizen of the City with an established reputation for fiscal integrity.

Mr. Morales will be replacing Mr. Jason Hull on the Board of Trustees.

RECOMMENDED MOTION

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

REVIEWED BY

Teresa Henry
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Appointing Josh Morales-Police Pension-2024
2. Reso Appointing Josh Morales-Police Pension -2024-Application

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Other: Application	X	

RESOLUTION NO.: R-3660-24

A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF JOSH MORALES TO THE POLICE OFFICERS' RETIREMENT FUND BOARD OF TRUSTEES

WHEREAS, the Police Officers' Retirement Fund Pension Plan was established pursuant to Ordinance 101 in 1966 and is administered in accordance and updated by Restatement of the plan approved by Ordinance 5300-08, 5378-10, 5417-11, 5443-12, 5482-13 and 5499-14; and

WHEREAS, the plan provides for the appointment of three (3) citizen members appointed by the Mayor with the approval of the Board of Aldermen along with the Chief of Police and the Mayor (or his delegate) who also serve on the Board of Trustees; and

WHEREAS, the term of the members is for three (3) years and the terms are required to be staggered to provide consistent and experienced leadership; and

WHEREAS, a vacancy currently exists on the Police Officers' Retirement Fund Pension Plan Board of Trustees and the Mayor desires to appoint Josh Morales to fill a vacancy and fulfill the remainder of a three-year term expiring May 1, 2026 or until a successor is duly appointed; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve such appointment;

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

THAT Josh Morales, 9712 E. 81st Street, Raytown, Missouri, is hereby appointed as a member of the Police Officers' Retirement Fund Pension Plan Board of Trustees by the Mayor and approved by the Board of Aldermen to fill a vacant unexpired three-year term ending May 1, 2026 or until a successor is duly appointed; and

FURTHER THAT this resolution shall be in full force and effect from and after the date of its passage and approval and any resolutions in conflict herewith are hereby superseded.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of December, 2024.

_____
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: Thursday, November 14, 2024 1:04:12 PM

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: 2024-11-14
Full Name: Joshua (Josh) D Morales
Street Address: 9712 East 81st Street
Address City, State, Zip: Raytown MO 64138
Phone: (816)225-5771
Fax:
Email: josh.morales@investwithnest.com
Which board would you like to serve on?: Raytown Police Pension Advisory Board
I would like to serve on this Board or Commission because: I have worked in the financial sector for 10 years. I have served as a broker, financial advisor and financial planner. 3 years ago I started my company, Nest Financial in Raytown because I wanted to bring fiduciary, financial planning services to the Raytown and South Kansas City area. Typically, my type of firm is only found in the more affluent, white collar, parts of Kansas City. I grew up in a blue collar family and believe that they deserve these kinds of services and, with my help, can make better financial decisions creating a more prosperous retirement experience with greater piece of mind. Because of that, I have devoted a considerable amount of time, understanding the retirement plans of skilled trades. Police officers are no exception. I have had the privilege of serving many police officers as their advisor. When I was asked to serve on this board, it believed it was not only an honor but an appropriate fit, given my background.
My strength(s) on this Board/Commission will be: During my time in the financial industry, I have worked on both the portfolio development side as well as the client services side of the business. The majority of my clients are skilled trades, union workers with retirement programs that are unique to their respective trades. Several of them are current/former law enforcement officers. I am experienced with pensions and the rules and guidelines that govern their administration. Moreover, I am experienced serving the participants in these plans and the unique way that they think about their work and their subsequent retirement.
Trade/College/University/Degree/Date: Rockhurst University: Business and Philosophy 2003
Current Employer/Address/Position: Nest Financial LLC: Owner/Financial Planner
Past Employers/Address/Position/Dates: The Retirement Planning Group: 2018-2022 (Financial Planner and Dave Ramsey Smartvestor Pro)
Merrill Lynch Wealth Management: 2015-2018 (Broker and Financial Adviser)
Boy Scouts of America: 2006-2015 (District Director)
Catholic Diocese of Kansas City-St. Joseph: 2003-2006 (Director of Youth Ministies)
Organization/Leadership Position(s)/Membership Date(s): City of Raytown: Planning and Zoning Commission - Board Member (2024 - Present)
City of Raytown: Zoning Adjustment Board - Board Member (2017-2018)
Raytown Chamber of Commerce - Advisory Board (2025)
Kansas City Filmfest International - Board of Directors / Fundraising Campaign Chair (2015-2020)
Truman Heartland Community Foundation - Development Committee (2018 - Present)
Rotary Club of Raytown: Service Project Coordinator and Grants Committee - 1996 - present
Scouts BSA Troop 7220: Life to Eagle Coordinator (2020 - Present)
Scouts BSA, H.Roe Bartle Scout Reservation: Commissioner (seasonal) 2020-2024

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: Not that I am aware of
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?: Not that I am aware of. Not sure when the meetings are.

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

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 11/25/2024

MEETING DATE: December 3, 2024

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Resolution

SUBJECT/REQUEST

R-3661-24: Appointment of Ralph Monaco to the Police Officers' Retirement Fund Pension.

BACKGROUND/JUSTIFICATION

The Police Officers' Retirement Fund Pension Plan was established in 1966 pursuant to Ordinance 101 and subsequently updated by Restatement of the Plan approved by Ordinance 5300-08 adopted in October 2008. The plan provides for the appointment of three (3) citizen members appointed by the Mayor with the approval of the Board of Aldermen. The Chief of Police and the Mayor also serve on the Board of Trustees.

The term of the members is for three (3) years and the terms are required to be staggered to provide consistent and experienced leadership. Citizen members appointed to the Board of Trustees are required to be a qualified and responsible citizen of the City with an established reputation for fiscal integrity.

Mr. Monaco will be replacing Mr. Steve Knabe on the Board of Trustees

RECOMMENDED MOTION

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

REVIEWED BY

Teresa Henry
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Appointing Ralph Monaco-Police Pension-2024
2. Reso Appointing Ralph Monaco-Police Pension-2024-Application

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Other: Application	X	

RESOLUTION NO.: R-3661-24

A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF RALPH MONACO TO THE POLICE OFFICERS' RETIREMENT FUND BOARD OF TRUSTEES

WHEREAS, the Police Officers' Retirement Fund Pension Plan was established pursuant to Ordinance 101 in 1966 and is administered in accordance and updated by Restatement of the plan approved by Ordinance 5300-08, 5378-10, 5417-11, 5443-12, 5482-13 and 5499-14; and

WHEREAS, the plan provides for the appointment of three (3) citizen members appointed by the Mayor with the approval of the Board of Aldermen along with the Chief of Police and the Mayor (or his delegate) who also serve on the Board of Trustees; and

WHEREAS, the term of the members is for three (3) years and the terms are required to be staggered to provide consistent and experienced leadership; and

WHEREAS, a vacancy currently exists on the Police Officers' Retirement Fund Pension Plan Board of Trustees and the Mayor desires to appoint Ralph Monaco to fill a vacancy and fulfill the remainder of a three-year term expiring June 1, 2025 or until a successor is duly appointed; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve such appointment;

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

THAT Ralph Monaco, 7013 Englewood Avenue, Raytown, Missouri, is hereby appointed as a member of the Police Officers' Retirement Fund Pension Plan Board of Trustees by the Mayor and approved by the Board of Aldermen to fill a vacant unexpired three-year term ending June 1, 2025 or until a successor is duly appointed; and

FURTHER THAT this resolution shall be in full force and effect from and after the date of its passage and approval and any resolutions in conflict herewith are hereby superseded.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of December, 2024.

_____
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: Monday, November 25, 2024 9:59:45 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: 11-25-2024
Full Name: Ralph A Monaco
Street Address: 7013 Englewood Ave.
Address City, State, Zip: Raytown MO 64133
Phone: (816)210-7634
Fax: (816)942-0006
Email: rmonaco@kcattorneys.net
Which board would you like to serve on?: Raytown Police Pension Board
I would like to serve on this Board or Commission because: The mayor asked me to serve on the Board, and I have been involved with the pension board for several years.
My strength(s) on this Board/Commission will be: I have held public office and have served on multiple boards, including currently serving on the Raytown Elected Compensation Commission and the Jackson County Plan and Commission and Board of Zoning Adjustment.
Trade/College/University/Degree/Date: Rockhurst College, Degree in History & Political Science 1978
UMKC School of Law, JD Degree 1981
Current Employer/Address/Position: Monaco, Sanders, Racine, Powell & Reidy, LC
209 W. Lexington Ave.
Independence, Missouri 64050
Attorney at Law
Past Employers/Address/Position/Dates: Our law firm has been in business for over 30 years.
Organization/Leadership Position(s)/Membership Date(s): Raytown School Board--1991-1997
Missouri State Representative--District #49--1996-2002.
Past President of the Jackson County Historical Society -- Continue to serve on the Board of Directors
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?: I do not anticipate any issues with my attendance unless a meeting conflicts with my court calendar.

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

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 10/28/2024

MEETING DATE: December 3, 2024

SUBMITTED BY: **DEPARTMENT: Police Department**

Document Type: Resolution

SUBJECT/REQUEST

R-3662-24: Approve the purchase of four police vehicles, not to exceed $220,420.00.

BACKGROUND/JUSTIFICATION

The Police Department replaces vehicles within the police fleet as necessary, to maintain operational effectiveness. Replacement prioritization and decisions are determined through a cooperative effort of Public Works, the City Maintenance garage staff, and the Police Department.

A total of $220,420.00 is budgeted for the purchase of four marked Police Patrol vehicles to replace four existing Patrol vehicles. The quoted price for the purchase of the four vehicles was $207,632.00 (at government purchasing pricing.) Upfitting expenses are not included in this request.

Note: The 2025 Police Interceptor vehicles have been ordered, but not purchased, on an emergency basis to expedite delivery and placing in service. Payment is due upon delivery. The order was made within the guidelines of Section 6 of the City's Purchasing Policy, "Emergency Purchases."

RECOMMENDED MOTION

Approve the Resolution.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

This purchase has been reviewed and approved by the Special Sales Tax Review Committee on 11-26-2024.

FINANCIAL IMPACT

Contractor:	Shawnee Mission Ford
Amount of Request/Contract:	$220,420.00

Amount Budgeted:	$220,420.00

REVIEWED BY

Robert Kuehl
Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Police Vehicle Purchase 2024-2025
2. Shawnee Mission Ford Police Car (4) Quote
3. Shawnee Mission Ford MKCPP Letter

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Other:	X	Quote, Gov't Pricing Contract

RESOLUTION NO.: R-3662-24

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF FOUR (4) 2025 FORD UTILITY POLICE INTERCEPTORS FROM SHAWNEE MISSION FORD OFF THE MISSOURI KANSAS COUNCIL OF PUBLIC PROCUREMENT COOPERATIVE BID UTILIZING THE CLAY COUNTY AGREEMENT IN AN TOTAL AMOUNT NOT TO EXCEED $220,420.00 FOR FISCAL YEAR 2024-2025

WHEREAS, the Raytown Police Department has a need for the acquisition of four (4) 2024 Ford Utility Police Interceptors; and

WHEREAS, the City of Raytown, in the adoption of its purchasing policy has approved the practice of purchasing equipment from competitive bids awarded by other governmental entities through the cooperative bidding process; and

WHEREAS, the Missouri Kansas Council of Public Procurement Cooperative Bid has competitively bid and awarded an agreement (RNL No. 62-23) to Shawnee Mission Ford, Inc.; and

WHEREAS, funds for such purpose are budgeted from the Capital Sales Tax and such expenditure has been reviewed and on November 26, 2024 was recommended by the Special Sales Tax Review Committee as being consistent with voter intent; and

WHEREAS, the City of Raytown finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the purchase of four (4) 2025 Ford Utility Police Interceptors from Shawnee Mission Ford, Inc. off the Missouri Kansas Council of Public Procurement Cooperative Bid utilizing the Clay County Agreement (RNL No. 62-23) in an amount not to exceed $220,420.00 for fiscal year 2024-2025.

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

THAT the purchase of four (4) 2025 Ford Utility Police Interceptors from Shawnee Mission Ford, Inc. off the Missouri Kansas Council of Public Procurement Cooperative Bid utilizing the Clay County Agreement (RNL No. 62-23) in an amount not to exceed $220,420.00 for fiscal year 2024-2025 is hereby authorized and approved; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of December, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

SHAWNEE MISSION Ford MISSION TO DO MORE

11501 SHAWNEE MISSION PARKWAY • SHAWNEE, KANSAS 66203-0179
(913) 631-0000 • FAX (913) 268-6521
WWW.SHAWNEEMISSIONFORD.COM

July 23, 2024

Dyon Harper
City of Raytown

Ford Has Implemented Allocation by FIN Code
MACPP Pricing 62-23

Patrol

2025 Ford Utility PI AWD (K8A)

Exterior: Agate Black (UM)
Interior: Cloth Front / Vinyl Rear (9W)

Base Price:	$43,824		
Options:			
• 3.0L Eco Boost (99C)	$3,084		
• Ultimate Wiring Kit (67U)	$602		
• Rear Bumper Protect (16P)	$94		
• Global Lock Unlock (18D)	$NC		
• Front Aux Light (21L)	$546		
• Rear Aux Lights (43A)	$376		
• Whelen LED Driver Side Spotlight (51T)	$18		
• Noise Suppression (60R)	$94		
• Side Marker Lights (63B)	$320		
• Quarter Glass Lights (63L)	$546		
• Cargo Vault (63V)	$253		
• Front Headlamp Package (66A)	$846		
• Tail Lamp Package (66B)	$405		
• Rear Light Package (66C)	$432		
• Connector Kit (67V)	$188		
• Deflector Plate (76D)	$320		
• Hub Caps (Del 65L)	$(40)		
Total	$51,908	@ 4	$207,632

Thank you for your time and interest.
Sincerely,
Jay Cooper
Government Fleet Sales

CLAY COUNTY

RNL No. 62-23

MKCPP 2024 MODEL YEAR METRO VEHICLE BID RENEWAL

ORIGINAL RESOLUTION: 2019-391

THIS RENEWAL AGREEMENT, MADE THIS 20th DAY OF November, 2023 is herein called Term and Supply Agreement for MKCPP 2024 Model Year Metro Vehicle Bid Renewal between Clay County Missouri (hereinafter "County") and Shawnee Mission Ford (hereinafter "Vendor").

WHEREAS, the County has caused to be prepared certain Agreement documents, General Terms and Conditions, Special Conditions and/or Specifications, Invitation for Bid for Term and Supply Agreement and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Agreement Documents"), said Agreement Documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Vendor did on the 22nd day of October 2019 file with the County their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the said Agreement Documents adequately and clearly describe the terms and conditions upon which the Vendor is to furnish such equipment, supplies, labor and/or services as specified; and

WHEREAS, All other aspects of the original Agreement will remain in effect for the duration of the Agreement term stated above including any addendums and/or modifications; IT IS AGREED.

1. Clay County, Missouri acting through its Purchasing Agent and upon approval of the Authorized Agent of the County does hereby accept, with modifications, if any, the Bid of Shawnee Mission Ford.
2. The Vendor's Bid and the County's Agreement Documents are the agreement between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said Bid and Agreement Documents, and that the parties continue to be bound thereby and that the compensation to be paid the Vendor is as set forth in the Vendor's bid.
3. That this Renewal Agreement shall be effective for the Agreement period from November 21, 2023 to November 20, 2024.
4. No financial obligation shall accrue against the County until Vendor makes delivery pursuant to order of the Purchasing Agent and/or their approved designee.
5. This Agreement may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The County may terminate this Agreement immediately, under breach of Agreement, if the Vendor fails to perform in accordance with the terms and conditions. In the event of any termination of Agreement by the Vendor, the County may purchase such supplies and/or services similar to those so terminated, and for the duration of the Agreement period the Vendor will be liable for all costs in excess of the established Agreement pricing.
6. This is the fourth of four possible renewal periods of this Agreement. The Agreement pricing identified in Exhibit A, the attached renewal and pricing agreement will be in effect for the duration of this Agreement term stated in paragraph 3.

IN WITNESS WHEREOF, the parties have set their hands and seals the date and year first above written. The parties represent that the signatories below have full authority and authorization to sign on behalf of the respective parties.

APPROVED:

Purchasing

Expenditure Authority

Shawnee Mission Ford

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 10/28/2024

MEETING DATE: December 3, 2024

SUBMITTED BY: **DEPARTMENT: Police Department**

Document Type: Resolution

SUBJECT/REQUEST

R-3663-24: Approve upfitting expenses of four new patrol vehicles purchased in FY25 at a cost not to exceed $89,880.00.

BACKGROUND/JUSTIFICATION

The Police Department replaces vehicles within the police fleet as necessary. The replacement prioritization and decision is determined through a cooperative effort with Public Works and the City maintenance garage. Four police Patrol vehicles have been ordered. The Patrol vehicles will replace four existing Patrol vehicles.

To reduce costs, the 911 Custom expenditure will be made using an existing local government fixed price contract, contract number 500000277, City of Independence, Missouri, effective 06-01-2019, meeting the government contract exception to the competitive bid process, outlined in section 2.1 of the City's Purchasing Policy.

Note: The 2025 Police Interceptor vehicle equipment has been ordered, but not purchased, on an emergency basis to expedite delivery and place the vehicles in service. Payment is due upon delivery. The order was made within the guidelines of Section 6 of the City's Purchasing Policy, "Emergency Purchases."

RECOMMENDED MOTION

Approve the Resolution.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

These expenditures have been reviewed and approved by the Special Sales Tax Review Committee on 11-26-2024.

FINANCIAL IMPACT

Contractor: 911 Custom	

Amount of Request/Contract:	$89,880.00
Amount Budgeted:	$89,880.00
From Account Name and #: 205-32-00-100-57000	$89,880.00

REVIEWED BY

Robert Kuehl
Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Police Vehicle Upfitting 911 Custom 2024-2025
2. 911 Custom Estimate SO-57108 2025 Patrol
3. 911 Custom Estimate SO-57410 Strip Patrol

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Other: Upfitting Quotes, Gov't Contract		On File

RESOLUTION NO.: R-3663-24

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF PARTS AND SUPPLIES FOR VEHICLE UPFITTING AND RETROFITTING VEHICLE PARTS AND SUPPLIES FROM 911 CUSTOM AND OTHER VENDORS IN AN AMOUNT NOT TO EXCEED $89,880.00 FOR FISCAL YEAR 2024-2025

WHEREAS, the City of Raytown in the adoption of its purchasing policy has approved the practice of purchasing parts and supplies from competitive bids awarded by other governmental entities through a competitive bidding process; and

WHEREAS, City of Independence, Missouri has competitively bid (Contract No. 500000277) vehicle upfitting and retrofitting vehicle parts and supplies has determined 911 Custom to be the most competitive bid; and

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

WHEREAS, funds for such purpose are budgeted from the Capital Sales Tax and such expenditure has been reviewed and on November 26, 2024 was recommended by the Special Sales Tax Review Committee as being consistent with voter intent; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve the expenditure of funds with 911 Custom in an amount not to exceed $89,880.00 for fiscal year 2024-2025.

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

THAT the purchase of vehicle upfitting and retrofitting vehicle parts and supplies from 911 Custom and other vendors in an amount not to exceed $89,880.00 for fiscal year 2024-2025 is hereby authorized and approved; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of December, 2024.

_____
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

_____
Teresa M. Henry, City Clerk

_____
Jennifer M. Baird, City Attorney

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
57108	07/02/2024

Bill To:	Ship To:
Raytown PD - MO Raytown Police Department 10000 E 59th Street Raytown, MO 64133	Raytown PD - MO Raytown Police Department 10014 E. 65th St Raytown, MO 64133
Customer: Raytown PD - MO	Contact: Raytown Police Department PO Number: 2025 PIU PATROL 2

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
Gavin	Net 30	Origin	INSTALL HERE		06/03/2024

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	W-EB2DEDE-MIDNIGHT	LEGACY WCX 54" RW/BW/RW/BW MIDNIGHT PKG	$3,550.00	1.00 ea	$ 3,550.00
2	Sale	W-STPBK105	LIGHTBAR STRAP KIT #105 BLACK	$0.00	1.00 ea	$ 0.00
3	Sale	W-C399	CENCOM CORE WCX CONTROL CENTER	$0.00	1.00 ea	$ 0.00
4	Sale	W-C399K4	OBDII CANPORT CABLE KIT FORD	$0.00	1.00 ea	$ 0.00
5	Sale	W-CCTL7	WeCanX 21 BUTTON/SLIDE CTRL HD	$0.00	1.00 ea	$ 0.00
6	Sale	W-SA315U	SA315U SPEAKER, BLACK PLASTIC NYLON COMPOSITE	$0.00	2.00 ea	$ 0.00
7	Sale	W-SAK1	Heavy-Duty Universal "L" Mounting Bracket - SA315P	$0.00	2.00 ea	$ 0.00
8	Sale	W-CEM16	WeCanX 16 OUTPUT EXPANSION MOD	$0.00	1.00 ea	$ 0.00
9	Sale	W-CV2V	CORE VEHICLE-TO-VEHICLE SYNC MODULE	$0.00	1.00 ea	$ 0.00
10	Sale	W-CHWLFE29	WCX LO FREQ SIREN AMP EXPLORER	$437.00	1.00 ea	$ 437.00
11	Sale	H-C-VS-1012-INUT-2	HAVIS VEHICLE-SPECIFIC 22" ANGLED CONSOLE FOR 2020-2025 FORD INTERCEPTOR UTILITY	$448.00	1.00 ea	$ 448.00
12	Sale	H-C-LP2-PS1-USB	2 Lighter plug outlet w/ 1 switch & 1 USB cut outs	$136.00	1.00 ea	$ 136.00
13	Sale	H-C-USB-3	USB-C & USB Type A Dual Port Charger	$68.00	1.00 ea	$ 68.00
14	Sale	H-CUP2-1001	Internal cup holders	$46.00	1.00 ea	$ 46.00
15	Sale	H-C-MCB	Mic clip bracket	$13.00	2.00 ea	$ 26.00
16	Sale	H-C-ARM-102	Side mount armrest	$64.00	1.00 ea	$ 64.00
17	Sale	H-C-MD-112	Tilt/swivel slide motion adapter	$253.00	1.00 ea	$ 253.00
18	Sale	H-DS-PAN-432	Docking Station for Panasonic's Toughbook 54 Rugged Laptop	$876.00	1.00 ea	$ 876.00
19	Sale	MM-MMSU-1	MAGNETIC MIC SINGLE UNIT	$37.00	2.00 ea	$ 74.00
20	Sale	ST-20702	SL20L DC	$125.00	1.00 ea	$ 125.00
21	Sale	S-BK2019ITU20	20-22 Ford Int Utility - PB450L4, With WHELEN ION	$792.00	1.00 ea	$ 792.00

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
57108	07/02/2024

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
22	Sale	S-PK0419ITU20TM	20-22 Ford Int Utility - #10VS RP C Horizontal Sliding Window, Coated Polycarbonate, With Expanded Metal Window Security Screen, Recessed Panel Partition TM (Tall Man)	$772.00	1.00 ea	$ 772.00
23	Sale	S-QK0635ITU20	20-22 Ford Int Utility - Full REPLACEMENT Transport Seat, TPO Plastic, With Center Pull Seat Belts, *INCLUDES REQUIRED:, -#12VS Stationary Window Vinyl Coated Expanded Metal Cargo Area Rear Partition, *Seat Belt Retractors Pre-Installed to Save 30 M	$1,130.00	1.00 ea	$ 1,130.00
24	Sale	S-QK0491ITU20	20-22 Ford Int Utility - Floor Pan, TPO Plastic	$192.00	1.00 ea	$ 192.00
25	Sale	S-DK0598ITU20	20-22 Ford Int Utility - Door Panel VS, Aluminum, Replaces OEM Door Panels	$164.00	1.00 ea	$ 164.00
26	Sale	S-WK0595ITU20	20-22 Ford Int Utility - Window Barrier VS, Polycarbonate	$247.00	1.00 ea	$ 247.00
27	Sale	S-TK0248ITU20	20-22 Ford Int Utility - CARGO BOX, DSC- Drawer, Sliding With Combination Lock, BSC- Base Sliding With Combination Lock	$1,420.00	1.00 ea	$ 1,420.00
28	Sale	S-TPA9289	Cargo Radio Tray, With No lock TRN	$269.00	1.00 ea	$ 269.00
29	Sale	ROK-EFBAD-3F	EASYFIT ANTENNA 760-960MHz 3m FME	$45.00	1.00 ea	$ 45.00
30	Sale	ROK-CA-MP-FP	MPL(M)-FME(M) ADAPTOR	$5.00	1.00 ea	$ 5.00
31	Sale	MP-WIREHARNESS	CUSTOM WIRING HARNESS	$175.00	1.00 ea	$ 175.00
32	Sale	MP-FUSEPACK	Fuse Pack for Installations	$165.00	1.00 ea	$ 165.00
33	Shipping	Shipping and Handling	Shipping and Handling	$795.00	1.00 ea	$ 795.00
34	Sale	Labor - Installation	911 Custom - Installation Services	$3,295.00	1.00 hr	$ 3,295.00

Subtotal:	**$15,569.00**
Sales Tax:	**$0.00**
Total:	**$15,569.00**
Paid:	**$0.00**
Balance Due:	**$15,569.00**

All orders are subject to restocking fees.

Estimates are good for 45 days.

Credit card payments are subject to a 3% processing fee.

Approval:_____ Date:_____

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
57410	07/01/2024

Bill To:	Ship To:
Raytown PD - MO Raytown Police Department 10000 E 59th Street Raytown, MO 64133	Raytown PD - MO Raytown Police Department 10014 E. 65th St Raytown, MO 64133
Customer: Raytown PD - MO	Contact: Raytown Police Department

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
Gavin	Net 30	Origin	INSTALL HERE		07/01/2024

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	SER-Rem/Str	Remove,Strip or Wreck out vehicle	$695.00	1.00 ea	$ 695.00

Subtotal:	**$695.00**
Sales Tax:	**$0.00**
Total:	**$695.00**
Paid:	**$0.00**
Balance Due:	**$695.00**

All orders are subject to restocking fees.

Estimates are good for 45 days.

Credit card payments are subject to a 3% processing fee.

Approval:_____ Date:_____

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 10/28/2024

MEETING DATE: December 3, 2024

SUBMITTED BY: **DEPARTMENT: Police Department**

Document Type: Resolution

SUBJECT/REQUEST

R-3664-24: Approve expenditures for Inmate Detention Housing with the Johnson County, Missouri Sheriff's Office for an amount not to exceed $100,000.00.

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 $110,000.00 is currently budgeted for Inmate Detention Housing in the FY2024-25 budget, with $100,000.00 designated for Johnson County. 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. This is the second year of a two-year contract.

RECOMMENDED MOTION

Approve the Resolution.

PREVIOUS ACTION

The current two-year agreement with the Johnson County Sherrif's Department was approved by Ordinance 5745-23, during the December 19, 2023 Board of Aldermen Meeting

COMMISSION/COMMITTEE REVIEW

This expense was approved by the Special Sales Tax Review Committee on 11-26-2024.

FINANCIAL IMPACT

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

REVIEWED BY

Robert Kuehl
Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Johnson County Detention 2024-2025
2. Johnson County-Raytown Contract 1-1-2024

SUPPORTING DOCUMENTS (FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Other:Johnson County Detention Agreement	X	

RESOLUTION NO.: R-3664-24

A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT FOR INMATE SECURITY HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY, MISSOURI, SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED $100,000.00 FOR FISCAL YEAR 2024-2025

WHEREAS, in order to provide for such inmate housing, the Raytown Police Department desires to enter into an agreement with Johnson County, Missouri, Sheriff's Office for fiscal year 2024-2025; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to continue an agreement for inmate security housing services, by and between Johnson County, Missouri Sheriff's Office and the City of Raytown, Missouri for fiscal year 2024-2025 in an amount not to exceed $100,000.00.

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

THAT the continuation of an agreement for inmate security housing services, by and between Johnson County, Missouri Sheriff's Office and the City of Raytown, Missouri for fiscal year 2024-2025 in an amount not to exceed $100,000.00 is hereby authorized and approved; and

FURTHER THAT, the City Administrator is hereby authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated herein and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of December, 2024

_____
Michael D. McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

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, 278 SW 871 Road, Centerview, MO 64019
Phone: (660) 747-6469 – Fax: (816) 732-6382 – www.jocomosheriff.org

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, 278 SW 871 Road, Centerview, MO 64019
Phone: (660) 747-6469 – Fax: (816) 732-6382 – www.jocomosheriff.org

Sheriff
Scott W. Munsterman

Major
Aaron N. Brown

Captain
Mike Hanes

(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, 278 SW 871 Road, Centerview, MO 64019
Phone: (660) 747-6469 – Fax: (816) 732-6382 – www.jocomosheriff.org

(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, 278 SW 871 Road, Centerview, MO 64019
Phone: (660) 747-6469 – Fax: (816) 732-6382 – www.jocomosheriff.org

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, 278 SW 871 Road, Centerview, MO 64019
Phone: (660) 747-6469 – Fax: (816) 732-6382 – www.jocomosheriff.org

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 Statues 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.

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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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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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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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Sheriff
Scott W. Munsterman

Major
Aaron N. Brown

Captain
Mike Hanes

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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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

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.

§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 44-1O 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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Major
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Captain
Mike Hanes

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: _____

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CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 11/14/2024

MEETING DATE: December 3, 2024

SUBMITTED BY: **DEPARTMENT: Police Department**

Document Type: Resolution

SUBJECT/REQUEST

R-3665-24: Approval of Motorola Annual Service Agreement and Associated Budgeted Funding

BACKGROUND/JUSTIFICATION

The Motorola Solutions Service Agreement is a reoccurring annual fee of $37,628.14. It is a yearly renewal fee dating back to the installation of the Motorola radio system in 2012. Every year it is set to renew in the month of November.

The Police department utilizes the Motorola radio system constantly to maintain communications in the field between officers and dispatch. The Service Contract ensures that the Police Departments radio equipment remains up to date with frequent MARRS updates to the region wide public safety radio system, and secure with security updates. The Service Contract ensures that in the event of equipment failure Motorola will cover repair costs.

Motorola is the designer of the radio system and has the authority to work on police radios. Motorola is the only supplier of maintenance parts for the police radio system.

RECOMMENDED MOTION

Approve service agreement and budgeted funding

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	Motorola
Amount of Request/Contract:	$37,628.14
Amount Budgeted:	$37,628.14

From Account Name and #:	Amount: General-Repairs and Maintenance 101-32-00-100-52300

REVIEWED BY

Robert Kuehl
Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Motorola Maintenance Agreement 2024-2025
2. Raytown Sole Source Letter Oct_7_24
3. Motorola Maintenance Agreement

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Contractor address and email:		keith.antoff@motorolasolutions.com, Motorola 500 W. Monroe ST. Chicago, Il 60661
Other:		Sole Source Letter

RESOLUTION NO.: R-3665-24

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED $37,628.14 FOR FISCAL YEAR 2024-2025

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

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

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

WHEREAS, the cost of the utilization of Motorola Solutions, Inc. is anticipated to exceed $30,000.00 in fiscal year 2024-2025; therefore, Board of Aldermen approval is required; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorize and approve a maintenance contract with Motorola Solutions, Inc. for maintenance and purchasing of parts and supplies for fiscal year 2024-2025 in an amount not to exceed $37,628.14.

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

THAT the maintenance contract with Motorola Solutions, Inc. as a sole source vendor for maintenance and purchasing of parts and supplies in an amount not to exceed $37,628.14 for fiscal year 2024-2025 is hereby authorized and approved; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of December, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

Motorola Solutions
500 West Monroe
Chicago, IL 50661

October 07, 2024

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

Dear Sandon Curnett,

Motorola Solutions, Inc. is the leader in communications systems for the Government and Public Safety market. The Metropolitan Area Regional Radio Management Council, through a competitive procurement process, selected Motorola Solutions to construct a ASTRO P25 system; The Metropolitan Area Radio System (MARRS) for regional and state interoperable mission-critical, public safety communications. Motorola Solutions manufacture, maintain and support ASTRO IV/D systems which include proprietary features, hardware and software components, and commercially available products, combined to produce premier communication capabilities.

Motorola Solutions is the Sole Source provider for Motorola ASTRO IV/D system infrastructure, hardware, software and ASTRO IV/D system expansion. Motorola Solutions is the sole developer, manufacturer, authorized support/upgrade provider and distributor and sells directly to State and Local Accounts of Motorola ASTRO IV/D infrastructure customers. By nature of the complex proprietary features, hardware and software components, as well as the overall system design, Motorola Solutions provides sales and service directly to Raytown Police Department, State and Local Accounts thru Motorola Solutions. This will allow Raytown Police Department to protect their system investment by using only factory certified features, infrastructure components, engineering and ASTRO IV/D add-on services and products. The services being procured have been designed to limit network failures and improve response times in which such events occur. A System Upgrade Plan has also been included to keep your investment current with the latest software patches and antivirus software.

If you have any questions, do not hesitate to contact me directly, (keith.antoff@motorolasolutions.com or 816-518-0129. We look forward to continuing to provide you with the best-in-class hardware, software and services.

Sincerely,

Motorola Solutions inc.

Keith Antoff

Keith Antoff
Senior Customer Service Manager

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2881105
Contract Number: USC000005498
Contract Modifier: R04-JUL-24 01:35:25

Date: 11/04/2024

Company Name:	RAYTOWN, CITY OF
Attn:	Sandon Curnett
Billing Address:	10000 E 59TH ST
City, State, Zip:	RAYTOWN , MO, 64133
Customer Contact:	Sandon Curnett
Phone:	816-737-6020

Required P.O. :
PO # : N/A
Customer # :1000437823
Bill to Tag # : 0008
Contract Start Date :01-Nov-2024
Contract End Date :31-Oct-2025
Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC1108C	ASTRO INFRASTRUCTURE REPAIR	$4,046.11
	SVC02SVC0072A	LOCAL TECHNICAL SUPPORT	$5,886.95
	SVC01SVC0140A	REMOTE SUS	$1,167.27
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	$748.48
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	$0.00
	SVC01SVC0335A	NETWORK PREVENTIVE MAINT-LEVEL 1	$1,462.76
	SVC02SVC0343A	RELEASE IMPACT TRAINING	$0.00
	LSV01S02665A	SUS ONE-TIME CATCH UP	$3,890.58
	SVC01SVC1103C	ASTRO NETWORK MONITORING	$1,624.09
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	$6,954.95
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	$858.49
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	$10,559.16
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	$429.30

Subtotal - Recurring Services	$3,135.68	$37,628.14
Subtotal - One-Time Event Services	$0.00	$0.00
Total		$37,628.14

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2881105
Contract Number: USC000005498
Contract Modifier: R04-JUL-24 01:35:25

managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
Keith Antoff	Senior Customer Support Manager	11/7/2024
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Keith Antoff	816-518-0129	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name :	RAYTOWN, CITY OF
Contract Number :	USC000005498
Contract Modifier :	R04-JUL-24 01:35:25
Contract Start Date :	01-Nov-2024
Contract End Date :	31-Oct-2025

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Service Terms and Conditions

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

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

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

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

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

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

5.3 This Agreement pricing provided does not take into account prevailing wage requirement. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. INVOICING AND PAYMENT

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

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

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

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

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Section 11. LIMITATION OF LIABILITY
Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS
12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS
13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS
Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY
During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT
All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS
17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

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

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

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

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

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

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

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

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

Revised Sept 03, 2022

SERVICE AGREEMENT

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Chicago, IL. 60661
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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 11/18/2024

MEETING DATE: December 3, 2024

SUBMITTED BY: **DEPARTMENT: Community Development**

Document Type: Resolution

SUBJECT/REQUEST

R-3666-24: Board of Aldermen to spend in excess of $30,000.00 but within budgeted amounts for animal veterinary services.

BACKGROUND/JUSTIFICATION

In 2023, the Community Development Department requested bids from qualified firms interested in providing veterinary services and Laurel Pet Resort was one of two firms to submit a bid. On January 1, 2024, the City entered into a two (2) year agreement with Laurel Pet Resort (with the City having the option to extend the contract for additional two (2) year terms thereafter). Pursuant to the City's purchasing policy, expenditures of funds with a single vendor in excess of $30,000.00 annually must be approved by the Board. The Community Development budget anticipates that the costs of animal care and veterinary care will exceed $30,000.00; therefore, staff is requesting Board approval to spend in excess of $30,000.00.

RECOMMENDED MOTION

Staff recommends approval to spend in excess of $30,000.00, but within budgeted amounts, for veterinary services.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Amount Budgeted: Veterinary and Boarding Services	$195,000.00

REVIEWED BY

Diane Egger
John Bales
Michael Graham
Jennifer Baird
Damon Hodges

Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Laurel Animal Hospital 2024-2025

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Other: Current agreement		On File

RESOLUTION NO.: R-3666-24

A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT WITH LAUREL PET RESORT FOR VETERINARY SERVICES IN EXCESS OF $30,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2024-2025

WHEREAS, the City of Raytown (the "City") issued an invitation to bid for veterinary services necessary for the operation of animal control in 2025; and

WHEREAS, the City entered into an agreement with Laurel Pet Resort for veterinary services on January 1, 2024 for a two (2) year term;

WHEREAS, the City anticipates spending in excess of $30,000.00 on veterinary services associated with animal control for the second-year term of the agreement; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve the continuation of an agreement with Laurel Pet Resort for veterinary services in excess of $30,000.00 but within budgeted amounts for fiscal year 2024-2025.

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

THAT, the continuation of an agreement with Laurel Pet Resort for veterinary services in excess of $30,000.00 but within budgeted amounts for fiscal year 2024-2025 is hereby authorized and approved; and

FURTHER THAT, the City Administrator is hereby authorized to execute any and all documents necessary or incidental thereto on behalf of the City and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of December, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 11/20/2024

MEETING DATE: December 3, 2024

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Resolution

SUBJECT/REQUEST

R-3667-24: Purchase of John Deere 333p compact track loader attachments from Murphy Tractor & Equipment.

BACKGROUND/JUSTIFICATION

The City of Raytown approved the purchase of one (1) 2024 John Deere 333P Compact Track Loader from Murphy Tractor & Equipment on September 17, 2024 Board of Aldermen Meeting using the Sourcewell cooperative purchasing contract. This contract provides the City of Raytown favorable pricing.

The attachments were not budgeted in the 2023-2024 budget but are budgeted appropriately in 2024-2025 budget. Public Works is asking for your approval to purchase a cold planer and a broom that will fit the John Deere 333P Compact Track Loader in the amount of $40,075.00.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

Special Sales Tax Review Committee approved funding on November 26, 2024.

FINANCIAL IMPACT

Contractor:	Murphy Tractor & Equipment
Amount of Request/Contract:	$40,075.00
Amount Budgeted:	$45,000.00
From Account Name	Capital Sales Tax Fund - Capital Expenditures
From Account Number	205-62-00-100-57000

Amount	$40,075.00

REVIEWED BY

Teresa Henry
Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Public Works John Deere 333P Compact Track Loader Attachments-Murphy Tractor & Equipment
2. Cold Planer and Broom Quote
3. Cold Planer Pamphlet
4. Virnig Pick Up Broom Pamphlet

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

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

RESOLUTION NO.: R-3667-24

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF ATTACHMENTS FOR A JOHN DEERE 333P COMPACT TRACK LOADER FROM MURPHY TRACTOR & EQUIPMENT OFF THE SOURCEWELL COOPERATIVE PURCHASE AGREEMENT IN AN AMOUNT NOT TO EXCEED $40,075.00 FOR FISCAL YEAR 2024-2025

WHEREAS, the Public Works Department purchased a John Deere 333P Compact Track Loader and is in need of the attachments for such equipment; and

WHEREAS, the City of Raytown, in the adoption of its purchasing policy has approved the practice of purchasing equipment from competitive bids awarded by other governmental entities through the cooperative bidding process; and

WHEREAS, the Sourcewell Cooperative Purchase Agreement has competitively bid and awarded a contract to Murphy Tractor & Equipment; and

WHEREAS, funds for such purpose are budgeted from the Capital Sales Tax and such expenditure has been reviewed and on November 26, 2024 was recommended by the Special Sales Tax Review Committee as being consistent with voter intent; and

WHEREAS, the City of Raytown finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the purchase of attachments for a John Deere 333P Compact Track Loader from Murphy Tractor & Equipment off the Sourcewell Cooperative Purchase Agreement in an amount not to exceed $40,075.00 for fiscal year 2024-2025.

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

THAT the purchase of attachments for a John Deere 333P Compact Track Loader from Murphy Tractor & Equipment off the Sourcewell Cooperative Purchase Agreement in an amount not to exceed $40,075.00 for fiscal year 2024-2025 is hereby authorized and approved; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of December, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

Quote Id: 31967820

Prepared For:

CITY OF RAYTOWN

Prepared By: **WILL ARENS**

Murphy Tractor & Equipment
15854 S Us 169 Hwy
Olathe, KS 66062

Tel: 913-298-7373
Mobile Phone: 816-507-6671
Email: warens@murphytractor.com

Date: 12 November 2024

Offer Expires: 30 November 2024

JOHN DEERE

MURPHY TRACTOR & EQUIPMENT CO.

Quote Summary

Prepared For:

CITY OF RAYTOWN
10000 E 59TH ST
KANSAS CITY, MO 64133
Business: 816-737-6046

Prepared By:

WILL ARENS
Murphy Tractor & Equipment
15854 S Us 169 Hwy
Olathe, KS 66062
Phone: 913-298-7373
Mobile: 816-507-6671
warens@murphytractor.com

Quote Id: 31967820
Created On: 12 November 2024
Last Modified On: 12 November 2024
Expiration Date: 30 November 2024

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE CP30G Cold Planer	$ 33,200.00	X	1	=	$ 33,200.00
John Deere Extended Warranty-12 Month Warranty	$ 0.00	X	1	=	$ 0.00
2024 VIRNIG PUB84, 84" PUB - 272173	$ 6,875.00	X	1	=	$ 6,875.00
John Deere Extended Warranty-12 Month Virnig Warranty	$ 0.00	X	1	=	$ 0.00
Equipment Total					**$ 40,075.00**

Quote Summary	
Equipment Total	$ 40,075.00
SubTotal	$ 40,075.00
Total	$ 40,075.00
Balance Due	**$ 40,075.00**

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 31967820 **Customer:** CITY OF RAYTOWN

JOHN DEERE CP30G Cold Planer

Hours:
Stock Number:

Code	Description	Qty
82C1T	CP30G Cold Planer	1
	Standard Options - Per Unit	
9002	Water Tank Kit	1
9003	Pressure Gauge Kit	1
9004	Cold Planer Light Kit	1
	Service Agreements	
	John Deere Extended Warranty - 12 Month Warranty	

2024 VIRNIG PUB84, 84" PUB - 272173

Equipment Notes:
Hours: 0
Stock Number: 242315

Code	Description	Qty
PUB84	2024 VIRNIG PUB84, 84" PUB	1
	Service Agreements	
	John Deere Extended Warranty - 12 Month Virnig Warranty	

JOHN DEERE
CP40G
WARNING
DANGER

COLD PLANERS

CP18G | CP24G | CP30G | CP40G

SPECIFICATIONS

- John Deere has paired proven expertise in compact equipment with Wirtgen Group, the market leader in milling machines and cutting technology, to deliver this new lineup of customer-inspired cold planers.
- Compact housing enables milling closer to obstacles. Enhanced side-plate design with bolt-on extenders helps efficiently manage debris.
- All models can slide horizontally from left to right, for ultra-capable control. Easy pick replacement boosts uptime.
- Exclusive Tilt-Float/Tilt-Lock feature makes these cold planers ideal for everything from repairing parking lots to cleaning around larger milling machines.
- Standard tilt indicator in the middle of the cold planer as well as stationary depth-indicator arrows and red-marker indicators on both sides of the attachment increase performance around obstacles like manhole covers.
- Outstanding zero-edge measurement of 2 inches enables precision milling next to curbs and guardrails.
- Side plates made of wear-resistant skid material pivot to follow the ground profile.
- Impact-resistant front spillage guard is automated to lift and lower based on depth setting, reducing spillage of milled asphalt and simplifying jobsite cleanup.
- Optional pressure gauge displays power consumption in real time, to prevent stalling and loss of productivity.
- These cold planers are optimized to work with John Deere skid steer loaders (SSLs) and compact track loaders (CTLs).

	CP18G	CP24G	CP30G	CP40G
Weight	1030 kg (2,270 lb.)	1100 kg (2,425 lb.)	1260 kg (2,780 lb.)	1360 kg (3,000 lb.)
Length	1243 mm (48.9 in.)	1243 mm (48.9 in.)	1243 mm (48.9 in.)	1243 mm (49.0 in.)
Width	1822 mm (71.7 in.)	1822 mm (71.7 in.)	1822 mm (71.7 in.)	1822 mm (72.0 in.)
Height	888 mm (35 in.)	888 mm (35 in.)	888 mm (35 in.)	888 mm (35 in.)
Planing				
Width	455 mm (18 in.)	610 mm (24 in.)	760 mm (30 in.)	1015 mm (40 in.)
Depth	0–180 mm (0–7 in.)	0–180 mm (0–7 in.)	0–180 mm (0–7 in.)	0–180 mm (0–7 in.)
Tilt	± 8 deg.	± 8 deg.	± 8 deg.	± 8 deg.
Side Shift (R/L)	750 mm (29.5 in.)	750 mm (29.5 in.)	750 mm (29.5 in.)	495 mm (20 in.)
Carbide Cutting Teeth	42	54	62	78
Hydraulics				
Flow Range	109–155 L/min. (29–41 gpm)	109–155 L/min. (29–41 gpm)	109–155 L/min. (29–41 gpm)	95–168 L/min. (25–44 gpm)
Maximum Operating Pressure	26 200 kPA (3,800 psi)	26 200 kPA (3,800 psi)	26 200 kPA (3,800 psi)	27 600 kPa (4,000 psi)
Power	41 kW (30.6 hp)	41 kW (30.6 hp)	41 kW (30.6 hp)	58 kW (43 hp)
Hydraulic Connection				
Standard Flow	N/A	N/A	N/A	N/A
High Flow	12.7-mm (0.5 in.) quick-connect couplers with 9.525-mm (0.375 in.) case-drain coupler	12.7-mm (0.5 in.) quick-connect couplers with 9.525-mm (0.375 in.) case-drain coupler	12.7-mm (0.5 in.) quick-connect couplers with 9.525-mm (0.375 in.) case-drain coupler	19.1-mm (0.75 in.) quick-connect couplers with 9.525-mm (0.375 in.) case-drain coupler
Electrical Connection	14-pin Deutsch	14-pin Deutsch	14-pin Deutsch	14-pin Deutsch
Vehicle Compatibility†	320G, 324G, 330G, and 330 P-Tier SSLs; 325G, 331G, 331 P-Tier, 333G, and 333 P-Tier CTLs	320G, 324G, 330G, and 330 P-Tier SSLs; 325G, 331G, 331 P-Tier, 333G, and 333 P-Tier CTLs	330G and 330 P-Tier SSLs; 331G, 331 P-Tier, 333G, and 333 P-Tier CTLs	334 P-Tier SSL; 333 P-Tier and 335 P-Tier CTLs

†Requires high-flow machine

Learn more about Cold Planers

Back to Table of Contents

PICK-UP BROOM

Available widths 60", 72" & 84"

Direct drive Eaton® motor and intelligent design ensure years of performance.

Char-Lynn

Standard with 26" diameter poly/wire wafers; all-poly wafers also available.

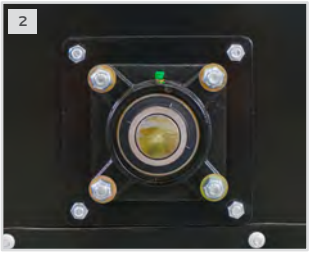
15-25 GPM RECOMMENDED FLOW RATE	DIRECT DRIVE MOTOR WITH RELIEF VALVE PROTECTION	GREATER THAN 1500 LB LOADER OPERATING CAPACITY

OPTION: LOW PROFILE WATER KIT
40-gallon tank provides 25 minutes of continuous runtime and drains from the bottom to use full capacity.

*60" model uses different, non-low profile tank. Contact Virnig for more details.

OPTION:
GUTTER BRUSH
Increases cleaning width by 12" and allows sweeping next to curbs and buildings.

SHOWN WITH LOW PROFILE WATER KIT OPTION



1. RECESSED & GUARDED MOTOR
2. OVERSIZED 2" GREASEABLE BEARING
3. PIN ADJUSTMENT SYSTEM TO QUICKLY SET BRISTLE HEIGHT
4. HD BUCKET WITH WEAR BARS & BOLT-ON EDGE
5. REPLACE WAFERS EASILY WITHOUT DISCONNECTING HOSES. STANDARD WITH POLY/WIRE WAFERS.

MODEL	PUB60	PUB72	PUB84
Sweeping Width (in.)	60.0	72.0	84.0
Overall Width (in.)	67.3	79.3	91.3
Overall Height (in.)		31.3	
Overall Depth (in.)		62.4	
Number of 26 Inch Diameter Wafers	29	35	41
Recommended Flow Rate (GPM)		15-25 Standard Flow Only	
Approximate Weight (lbs)	990	1120	1250
Recommended Loader Capacity		Greater than 1500 lbs*	

*Recommended Loader Capacity with Water Kit installed is 1800 lbs.

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 10/25/2024

MEETING DATE: December 3, 2024

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution

SUBJECT/REQUEST

R-3668-24: Authorization to enter into an agreement with Central Salt, LLC for future purchase of 700 tons of salt at the rate of $61.32 per ton

BACKGROUND/JUSTIFICATION

The City of Raytown staff advertised salt supply bids for the upcoming 2024-25 winter season. Salt bids must be put out in the summer due to supply allocation procedures practiced throughout the industry. The bid was advertised on August 8, 2024, in the newspaper, on our web page, and via e-mail and phone correspondence with known salt companies in the mid-west area. Bid information was sent to 7 companies, and two (2) companies submitted bids with two (2) non-response bids.

Bid Tabulations
2024-35

Company Name	Item	Quantity	Unit	Unit Price per Ton	Total Amount
Cargil	**Sodium Chloride**			**No Bid**	
Central Salt LLC	**Sodium Chloride**	**700**	**ton**	**$61.32**	**$42,924.00**
Compass Minerals	**Sodium Chloride**			**No Bid**	
Independent Salt Company	**Sodium Chloride**	**700**	**ton**	**$61.85**	**$43,295.00**

Bids were opened on Wednesday, September 4, 2024, and the lowest bid was from Central Salt, LLC in the amount of $42,924.00 at a unit price of $61.32 per ton.

Purchases will be made on an as needed basis to replenish the salt supply during the season and at the end of the season to prepare for the next year. The Public Works Department has budgeted $100,000.00 for salt in FY2024-25.

FY 2018 - 2019	**$50,835.40**
FY 2019 - 2020	**$108,518.31**
FY 2020 - 2021	**$74,291.00**
FY 2021 - 2022	**$90,211.00**
FY 2022 - 2023	**$30,776.32**
FY 2023 - 2024	**$24,284.32**

RECOMMENDED MOTION

Staff recommends approval as submitted

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

Special Sales Tax Review Committee approved funding on November 26, 2024.

FINANCIAL IMPACT

Contractor:	Central Salt, LLC
Amount of Request/Contract:	$ 70,000.00
Amount Budgeted:	$100,000.00
From Account Name	Transportation Sales Tax Fund - Repair & Maintenance Supplies
From Account Number	204-62-00-100-52300
Amount	$70,000.00

REVIEWED BY

Robinson Camp
Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Salt Bid and Purchase-Central Salt 2024-2025
2. Salt Bid Recommendation Letter
3. Bid Tabulations 2024-25

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		On File
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:	X	
Bid Waiver: Sole source or less than three bids		N / A
Contractor address and email:		On File
Project Exemption Certificate needed:		On File
Other:		

RESOLUTION NO.: R-3668-24

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH CENTRAL SALT, LLC FOR THE PURCHASE OF SALT FOR THE PURPOSE OF TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER IN A TOTAL AMOUNT NOT TO EXCEED $70,000.00 FOR FISCAL YEAR 2024-2025

WHEREAS, the City of Raytown (the "City") issued an invitation to bid on its 2024-2025 Salt to treat roads and bridges within the City in inclement weather; and

WHEREAS, the Public Works Department received two (2) bids in response to the invitation and has determined that the bid submitted by Central Salt, LLC in the amount of $61.32 per ton was the most advantageous bid received; and

WHEREAS, funds for such purpose are budgeted from the Capital Sales Tax and such expenditure has been reviewed and on November 26, 2024 was recommended by the Special Sales Tax Review Committee as being consistent with voter intent; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve an agreement to purchase salt from Central Salt, LLC in the amount of $61.32 per ton for a total amount not to exceed $70,000.00 for fiscal year 2024-2025;

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

THAT the Board of Aldermen find it is in the best interest of the City to authorize and approve an agreement to purchase salt from Central Salt, LLC in the amount of $61.32 per ton for a total amount not to exceed $70,000.00 for fiscal year 2024-2025; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of December, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

Public Works Department

10000 East 59th Street
Raytown, Missouri 64133
(816) 737-6012
www.raytown.mo.us

September 4,2024

Re : 2024 – 2025 Salt Bid Recommandation Letter

Bids were received for the above referenced project on Wednesday, September 4, 2024.

Two (2) bids were received. One is from Independent Salt Company and the other from Central Salt, LLC. This project was bid through the Drexel Technologies online plan-room, in which they contact their contractor base to let them know this is out to bid. City staff also directly emailed four salg companies to make sure they knew we had this out to bid.

The Public Works Dept. has worked with Central Salt, LLC and has done an outstanding job in delivering salt this past year.

The Public Works Department has reviewed the bid submittal and recommends that Central Salt, LLC. be awarded the contract for future purchase of 700 tons of salt at a rate of $61.32 per ton. This additional 10% will accommodate potential changes on this project. Purchases will not occur until the beginning of the 2024-2025 fiscal year. The purchasing authority will be requested prior to placing the salt order and is pending the approval of the 2024-2025 budget.

Sincerely,

Robinson E Camp
Public Works Director

Bid Tabulation

2024 - 2025 Salt Agreement

September 4, 2024

Company Name	Item	Quantity	Unit	Unit Price Per Ton	Total Amount
Cargill	Sodium Chloride			No Bid	0
Central Salt LLC	Sodium Chloride	700	ton	$61.32	$42,924.00
Compass Minerals	Sodium Chloride			No bid	
Independent Salt Company	Sodium Chloride	700	ton	$61.85	$43,295.00

Central Salt, LLC bid submittal was complete and included the bid form, Secretary of State and a signed contract.

CITY OF RAYTOWN

Bid Results

2024-25 Salt Purchase

2:00pm, Wed., September 4, 2024

	Vendor		TOTAL
1.	Cargill		No bid
2.	Central Salt LLC	$61.32 per ton	$42,924.00
3.	Compass Minerals		No bid
4.	Independent Salt Company	$61.85 per ton	$43,295.00
5.			
6.			
7.			

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 11/20/2024

MEETING DATE: December 3, 2024

SUBMITTED BY: **DEPARTMENT: Community Development**

Document Type: Ordinance

SUBJECT/REQUEST

FIRST READING: Bill No. 6683-24, Section XIII: Approval of a rezoning from R-3, High-Density Residential to NC, Neighborhood Commercial for the property located at 5400 Blue Ridge Cutoff.

BACKGROUND/JUSTIFICATION

The City of Raytown was incorporated in the year 1950, and the subject property was annexed sometime between 1954 and 1959. The exact year of building construction and the zoning designation of the property at that time is unknown. Historic zoning maps from the years 1972 and 1994 indicate that this property has always been zoned for apartments and medium to high-density residential. It is currently zoned R-3, High-Density Residential.
The building was constructed as an office building and has been utilized as such. This use is considered “legal nonconforming.” Nonconforming uses are allowed to continue operating as they have always done, but once the nonconforming use ceases to operate for a period of more than six (6) months, the nonconforming status is lost, and the property must conform to present-day zoning requirements. Since the building has now been vacant for a period of time greater than six (6) months, the building must conform to present-day zoning requirements, which are residential. Rather than demolish the building to construct residential units, the perspective buyer of the property, in partnership with the current owners, are seeking the approval of a rezoning application to NC, Neighborhood Commercial. They wish to use the facility as a daycare. No development is being proposed.

RECOMMENDED MOTION

Approval with Conditions

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

Heard by the Planning Commission on November 7, 2024. Recommended Approval with Conditions.

FINANCIAL IMPACT

REVIEWED BY

Teresa Henry Jennifer Baird Damon Hodges Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1.	Ord Rezone 5400 Blue Ridge Cutoff-Tys Cozy Care
2.	PC_Full.Packet_11.7.24

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Other: Planning and Zoning meeting packet item	X	

BILL NO. 6683-24 **ORDINANCE NO. _____** **SECTION NO. XIII**

AN ORDINANCE APPROVING AN AMENDMENT TO THE OFFICIAL ZONING MAP OF THE CITY OF RAYTOWN FROM R-3, HIGH-DENSITY RESIDENTIAL TO NC, NEIGHBORHOOD COMMERCIAL, FILED BY TYEASHA SMITH, TY'S COZY CARE, ON BEHALF OF THE PROPERTY OWNER, AFFECTING A 0.46-ACRE PARCEL OF LAND LOCATED AT 5400 BLUE RIDGE CUTOFF, WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI

WHEREAS, Application PZ-2024-12, was duly submitted on or about September 20, 2024, by Tyeasha Smith, Ty's Cozy Corner, in partnership with the property owner, The KC Baptist Temple of KC, requesting approval of an amendment to the Official Zoning Map of the City of Raytown from R-3, High-Density Residential, to NC, Neighborhood Commercial, affecting a single 0.46-acre parcel of land located at 5400 Blue Ridge Cutoff, in the City of Raytown, Jackson County, Missouri (the "Application"); and

WHEREAS, the Application was considered by the Planning Commission on November 7, 2024, and by a vote of 8 in favor, 0 against, rendered a report to the Board of Aldermen recommending that the Application be approved; and

WHEREAS, after opening the public hearing, considering all testimony and the record, and then closing the public hearing, the Board of Aldermen finds and declares that the provisions hereinafter contained and enacted are in pursuit of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raytown and rendered a decision to approve the Application.

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

SECTION 1 – APPROVAL OF AMENDMENT TO THE OFFICIAL ZONING MAP. Upon review of the record preserved in a public hearing before the Planning Commission, the final report and recommendation of the Commission, and the information presented before the Board of Aldermen, the Board hereby approves the Application filed by Tyeasha Smith, of Ty's Cozy Care, on behalf of property owner, requesting approval of an amendment to the Official Zoning Map of the City of Raytown from R-3, High-Density Residential to NC, Neighborhood Commercial, affecting a single 0.46-acre parcel of land located at 5400 Blue Ridge Cutoff, in the City of Raytown, Jackson County, Missouri, is hereby approved.

SECTION 2 – OFFICIAL ZONING MAP HEREBY AMENDED. That the following described property located at 5400 Blue Ridge Cutoff is hereby rezoned from R-3, High-Density Residential to NC, Neighborhood Commercial, and the Official Zoning Map of the City of Raytown is hereby directed to be so amended:

KIMPTON HEIGHTSTH PT OF SE NE ¼ DAF: BEG AT TH SE COR OF LOT 51 CONTOF KIMPTON HGTS SUB TH W 200' TH S 77' TH 3 23'TH S23' TH 3 177' TH N 100' TO POB.

SECTION 3 – CONDITIONS OF APPROVAL. That the Application for approval of a Rezoning on property located at 5400 Blue Ridge Cutoff in the City of Raytown, Jackson County, Missouri is hereby approved, subject to the following conditions as contained in the staff report and as approved by the Planning Commission:

1. Parking stalls must be striped and ADA-compliant stalls must be clearly marked. The City of Raytown requires parking stalls to be a minimum of nine feet (9') wide by eighteen feet (18') long.
2. Must abide by all local, county, state, and federal laws.
3. Approval for a daycare from the State of Missouri and from the Jackson County Health Department must be obtained prior to the approval of a City of Raytown business license and operation of the business.
4. All daycare centers within the City of Raytown are required to have a minimum of 500 square feet of contiguous, compact outside play area for every five children. The play area must be fenced with a fence at least 48 inches in height.
5. Signs must be properly permitted and is a separate application and process.

SECTION 4 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. The City's Official Zoning Map shall remain unaltered except to change the zoning of the property located at 5400 Blue Ridge Cutoff, from to R-3, High-Density Residential to NC, Neighborhood Commercial.

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 December 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

CITY OF RAYTOWN

PLANNING & ZONING COMMISSION

AGENDA

Raytown City Hall
Board of Aldermen Meeting Chambers
10000 East 59th Street
November 7, 2024
7:00 pm

1. **Welcome by Chairperson**

2. **Call meeting to order and Roll Call**

Meyers:	Thurman:	Emerson:	Sneddon:
Jean-Paul:	Frazier:	Stock:	Bruenger:
Morales:			

3. **Approval of Minutes – September 5, 2024, Regular Meeting Minutes**
   a) Revisions
   b) Motion
   c) Second
   d) Additional Board Discussion
   e) Vote

4. **Approval of Minutes – October 3, 2024, Special Meeting/Work Session Minutes**
   a) Revisions
   b) Motion
   c) Second
   d) Additional Board Discussion
   e) Vote

5. **Public Discussion** (Regarding matters not on this agenda only)

6. **Old Business:** None

7. **New Business:**
   A. **Case No.: PZ-2024-12**
   Applicant: Tyeasha Smith, Ty's Cozy Care
   Reason: Requesting the approval of a Rezoning from R-3, High-Density Residential to NC, Neighborhood Commercial, for the property addressed as 5400 Blue Ridge Cutoff.
      1. Introduction of Application by Chair
      2. Explanation of any ex parte' communication from Commission members regarding the application.

3. Swearing in of all speakers by City Attorney that plan to give testimony during hearing.
4. Enter Additional Relevant City Exhibits into the Record:
    a. Staff Report
    b. Application Supporting Documents and PowerPoint Presentation.
5. Introduction of Application and Power Point by Staff
6. Presentation of Application by Applicant
7. Enter Relevant Applicant's Exhibits into Record as Necessary
8. Request for Public Comment by Chairman
9. Additional Staff Comments and Recommendation
10. Commission Discussion
11. Commission Decision to Approve, Conditionally Approve or Deny the Application
    a. Motion
    b. Second
    c. Additional Board Discussion
    d. Vote

8. Other Business: Reminder of the Lakota Group Community Meeting at the Raytown Wellness Center on Wednesday, November 13, 2024 from 5:30pm – 7:00pm.

8. Set Future Meeting Date – The next Regular Planning Commission Meeting is Scheduled for Thursday, December 5, 2024, at 7:00 PM.

9. Adjourn

CITY OF RAYTOWN

PLANNING & ZONING COMMISSION

REGULAR MEETING

MINUTES

September 5, 2024
7:00 pm
Council Meeting Chambers

DRAFT

1. **Welcome and introduction of new member.** Vice Chairman Frazier called the meeting to order at 7:00 P.M. and welcomed new member, Josh Morales, to the Planning Commission.

2. **Call meeting to order and Roll Call.** Secretary Stock called roll.

Thurman: Present	Jean-Paul: Present	Frazier: Present
Emerson: Present	Meyers: Absent	Sneddon: Present
Bruenger: Present	Stock: Present	Morales: Present

3. **Approval of Minutes:** Minutes of August 1, 2024, Regular Meeting were approved 8-0-1 upon a motion by Ms. Stock and a second by Mr. Bruenger.

4. **Public Discussion:** Jeanette Gentry said that she had come to speak in opposition of the case on the agenda, but after learning more about the case, is now in support of the application, not against.

5. **Old Business:** None.

6. **New Business:**
   A. **Case No.: PZ-2024-11**
   Applicant: Phil Goode, Variety House III
   Reason: Requesting the approval of a Rezoning from HC/350, Highway Commercial/350 Highway Corridor Overlay to HC-P, Highway Commercial Planned Development for the property addressed as 8809 E. 350 Highway.

      1. **Introduction of Application by Vice Chair.**

         Vice Chairman Frazier introduced the application.

      2. **Explanation of any ex parte' communication from Commission members regarding the application.**

         No members reported any ex parte' communications regarding this application.

      3. **Swearing in of all speakers by City Attorney that plan to give testimony during hearing.**

4. Enter Additional Relevant City Exhibits into the Record:

Shana Kelly, Planning & Zoning coordinator, entered all relevant exhibits into the public record.

5. Staff Presentation of Applications.

Shana Kelly, Planning & Zoning Coordinator, provided the staff reports and Power Point, addressing the background of the request, and purpose of the requested Conditional Use Permit application.

6. Commission Discussion.

Ms. Thurman asked how much revenue is expected to be generated for the City. Ms. Kelly said that she was unable to answer that question and would like to defer to the applicant. Ms. Thurman asked if the police department had been notified that this development was coming. Ms. Kelly stated that, no, we did not directly reach out to PD, but that they would be contacted if issues arise.

Mr. Bruenger asked if the land uses listed that require a Conditional Use Permit to operate in HC, Highway Commercial Zoning District, will still require the applicant to obtain the approval of a Conditional Use Permit. Ms. Kelly responded that, no, if this application is approved, no Conditional Use Permit will be required for those six (6) land uses specifically requested in this application. Mr. Bruenger also asked if the percentage of alcohol must be less than half of the total gross receipts for all revenue or half of the total retail sales. The City Attorney responded that it would be 50% of all revenue. Mr. Morales asked if the term, "package alcohol" included open containers of drinks that are served at a bar. Ms. Kelly responded that it only referred to closed containers that are sold to be consumed off premises. Mr. Morales inquired if future liquor and/or tobacco stores would be prevented from opening on that property. Ms. Kelly responded that this property is not allowed to operate as a liquor/tobacco store, and future businesses on this property would also not be allowed to operate as liquor/tobacco stores.

Mr. Frazier asked questions regarding package alcohol sales and the business license. Ms. Kelly explained that the overall gross receipts would be considered for each business license. There could be multiple business licenses or only one, and that the percentage of alcohol sales would be considered for all revenue on that particular business license.

Ms. Stock added that the Power Point presentation helped clarify questions she had had prior to the presentation.

Mr. Bruenger asked why the sidewalk was conditioned to be completed in eighteen (18) months rather than one year, as has been typical in previous cases. Ms. Kelly clarified that the "Time of Performance in Rezoning" clause conditioned a time of eighteen (18) months, and that Conditional Use Permits usually call for twelve (12) months.

7. **Presentation of Application by Applicant.**

The applicant, Mr. Phil Goode presented the request and background for his application. Mr. Jean-Paul inquired about the meaning of the name of the business, what the future plans for the building are, and why did he choose the City of Raytown. Mr. Goode shared the history of the selection of that building, the proposed name of the business, and future plans for the site.

Mr. Sneddon stated that he believed this could be a big project for the City and inquired when he planned to open. Mr. Goode responded that he planned to open portions of the building as soon as possible. Mr. Sneddon asked if he was planning to lease tenant spaces. Mr. Goode responded that he did not intend to rent to individual tenants.

Ms. Stock commented that she has been watching the renovations and is excited about the project opening and stated that it looked very nice.

Ms. Emerson asked if Mr. Goode if he understood the conditions and would abide by them. He responded that he is. Mr. Frazier stated that he was a little concerned at first, but after hearing the presentation, he is very supportive.

Mr. Bruenger asked if we typically require trash enclosures to be located behind the building. Mr. Goode responded that they will have an enclosed trash enclosure.

Ms. Thurman inquired if the application is approved, will he need to come back before the Planning Commission. Ms. Kelly responded that the only reason he would need to come back to the Planning Commission would be if he wanted to make any changes to the application, but if not, he would not.

8. **Commission Discussion.**

There was no additional Commission discussion.

9. **Commission Decision to Approve, Conditionally Approve or Deny the Application.**

Ms. Stock made a motion to approve the application with the Conditions as written. Mr. Sneddon seconded the motion.

VOTE: Motion passed 7-1-1.

7. **Other Business:**

Mr. Frazier reminded the Commission that a Special virtual Meeting has been scheduled for Tuesday, September 10, 2024 at 7:00 PM.

8. **Set Future Mee ng Date –** The next Regular Planning Commission Meeting is scheduled for Thursday, October 3, 2024, at 7:00 PM.

9. Adjourn

The meeting was adjourned at 8:02 PM.

DRAFT

CITY OF RAYTOWN

PLANNING & ZONING COMMISSION

SPECIAL MEETING / WORK SESSION

MINUTES

October 3, 2024
7:00 pm
Online Zoom Webinar Only

DRAFT

1. **Welcome by Chairman Meyers.** Chairman Meyers called the meeting to order at 7:00 PM.

2. **Call meeting to order and Roll Call.** Chairman Meyers substituted for Ms. Stock as role of secretary.

Thurman: Present	Jean-Paul: Present	Frazier: Present
Emerson: Present	Meyers: Present	Sneddon: Present
Bruenger: Present	Stock: Absent	Morales: Present

3. **The Lakota Group presentation to the Planning Commission:** The Lakota Group presented their Existing Conditions Report to the Planning Commission.

4. **Commission Discussion:** The Commissioners asked questions and gave feedback to the Lakota Group.

5. **Set Future Meeting Date –** The next Regular Planning Commission Meeting is Scheduled for Thursday, November 7, 2024, at 7:00 PM.

6. **Meeting was Adjourned at 8:30 PM.**

Community Development Department
Planning and Zoning Division
10000 E 59th Street ● Raytown, MO 64133
Phone: 816-737-6014 ● Fax: 816-737-6164

Staff Report

To: City of Raytown, Planning & Zoning Commission

From: Shana Kelly, Planning & Zoning Coordinator

Case #: Rezoning PZ-2024-12

Planning & Zoning Meeting Date: November 7, 2023

Board of Aldermen Date: December 3, 2024 and December 17, 2024

Applicant: Tyeasha Smith | Ty's Cozy Care

Location: 5400 Blue Ridge Cutoff

Ward: 3

Property Owner: The KC Baptist Temple of KC

Project Summary: The applicant is requesting a Rezoning from R-3, High-Density Residential to NC, Neighborhood Commercial for the purpose of operating a daycare facility.

Staff Recommendation: Staff recommends **Approval with Conditions** of the Rezoning Application. Conditions are outlined below.

Background Information: The City of Raytown was incorporated in the year 1950, and the subject property was annexed sometime between 1954 and 1959. The exact year of building construction and the zoning designation of the property at that time is unknown. Historic zoning maps from the years 1972 and 1994 indicate that this property has always been zoned for apartments and medium to high-density residential. It is currently zoned R-3, High-Density Residential.

The building was constructed as an office building and has been utilized as such. This use is considered "legal nonconforming." Nonconforming uses are allowed to continue operating as they have always done, but once the nonconforming use ceases to operate for a period of more than six (6) months, the nonconforming status is lost, and the property must conform to present-day zoning requirements. Since the building has now been vacant for a period of time greater than six (6) months, the building must conform to present-day zoning requirements, which are

residential. Rather than demolish the building to construct residential units, the perspective buyer of the property, in partnership with the current owners, are seeking the approval of a rezoning application to NC, Neighborhood Commercial. They wish to use the facility as a daycare. No development is being proposed.

Total Land Area: 0.45 Acres

Public Noticing: *The Daily Record:* A public hearing notice was published in The Daily Record Kansas City, on **October 15, 2024**. A copy of the affidavit of publication is included with the attachments to this report. Letters to residents and property owners within 185 feet of the subject property were mailed on **October 17, 2024.** A copy of the letter is included with the attachments to this report.

Neighborhood Meeting: The applicant held a neighborhood meeting on **October 21, 2024**. One (1) neighbor attended and expressed support for the application. A summary of the meeting and a copy of the sign-in sheet are included with the attachments to this report.

Adjacent Properties:

	Zoning:	**Current Land Use:**
North:	R-3, High-Density Residential	Single-Family Homes
South:	R-3, High-Density Residential	Apartment Complex (Temple Heights)
East:	Public Right-of-Way	Blue Ridge Cutoff
West:	City of Kansas City, Missouri	Apartment Complex (Temple Heights)

Street Classification: Blue Ridge Cutoff is classified as an Arterial Street.

Vehicular and Pedestrian Access: Pedestrian access is provided via a sidewalk on the west side of Blue Ridge Cutoff. Vehicular access is provided via a circle drive off Blue Ridge Cutoff.

Rezoning Application Factors to Be Considered:

1. **The Character of the Neighborhood:**

   The neighborhood is residential in nature, with single-family homes to the north, and an apartment complex for seniors, Temple Heights Manor, adjacent to the south, along a major arterial. Woods Chapel Raytown Church is across the street to the east, and Graceway Church is located on the northwest corner of E 55th Street and Blue Ridge Cutoff.

2. **Zoning and current uses of nearby properties:**
   The properties along the west side of Blue Ridge Cutoff are zoned R-3, High-Density Residential and are used for single-family and multi-family dwellings, and a church. The

properties to the east of Blue Ridge Cutoff are zoned R-1, Low-Density Residential and are used for single-family homes and another church.

3. **Suitability of Zoning for current use:**

   The building, which was developed for office-use, is not compatible with its zoning designation of R-3, High-Density Residential. Because the building has been vacant for greater than six (6) months, it no longer retains its "nonconforming" status. It is not allowed to be used for commercial purposes. If the application is denied, the property may only be used for residential purposes.

4. **Detrimental effects to nearby properties if Rezoning is approved:**

   If approved, the property will be able to be used for "Neighborhood Commercial" type businesses, which is how the building has always been utilized. The applicant wishes to use the facility as a daycare. This use will bring additional traffic to and from the building, but the property is located on Blue Ridge Cutoff, a major arterial. The daycare use will not bring more traffic or noise than the area can easily accommodate.

5. **The length of time the property has been vacant:**

   The last known business license was issued sometime in the 1990's. In 2013, a sign permit was issued for "Language and Culture Learning Center." The exact length of time that the property has been vacant is unknown.

6. **Consideration of public interest:**

   a. **Public Health:**

      Approval of the rezoning will not have any impact on public health. If approved, a daycare will need to be approved by the Jackson County Health Department.

   b. **Public Safety:**

      Approval of the rezoning application will not have any impact on public safety, so long as it is operated according to all local, county, state, and federal guidelines.

   c. **Public Welfare:**

      Approval of the rezoning to NC, Neighborhood Commercial will allow the building to be operated as a daycare, which is a needed business-type. This will benefit the public welfare.

7. **Impacts on public services and utilities:**

   Public services and utilities are already available to serve the building.

8. **Conformance with the Comprehensive Plan:**

   The 1996 Comprehensive Plan Future Land Use Map designates this property for High-Density Residential use. The proposed rezoning of NC, Neighborhood Commercial, is not in compliance with the 1996 Comprehensive Plan.

   The Future Land Use Map was established to act as a guide to future zoning and development. It is not a concrete set of rules. In instances such as these, rezoning applications allow for some modifications and flexibility. Some small commercial developments within residential neighborhoods along major roads can add a healthy diversity of land uses to a neighborhood, especially in the form of a daycare, which is a growing need in the community.

   While the proposed rezoning does not comply with the Future Land Use designation, it is compatible with the area and allows for the building to be used. If the application is denied, the property owner will not be able to use the existing building. They will need to demolish it to build housing, or it will remain vacant.

PUBLIC WORKS:

- **Items that require plan revision or additional documentation before engineering can recommend approval:**
  - NONE
- **Items that are conditions of approval:**
  - NONE
- **Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:**
  - NONE

ATTACHMENTS:

- Zoning Map
- Site Photos
- Neighborhood Letter
- List of Addresses within 185 feet
- 185-ft Buffer Map
- Neighborhood Meeting Sign-In Sheet
- Neighborhood Meeting Minutes

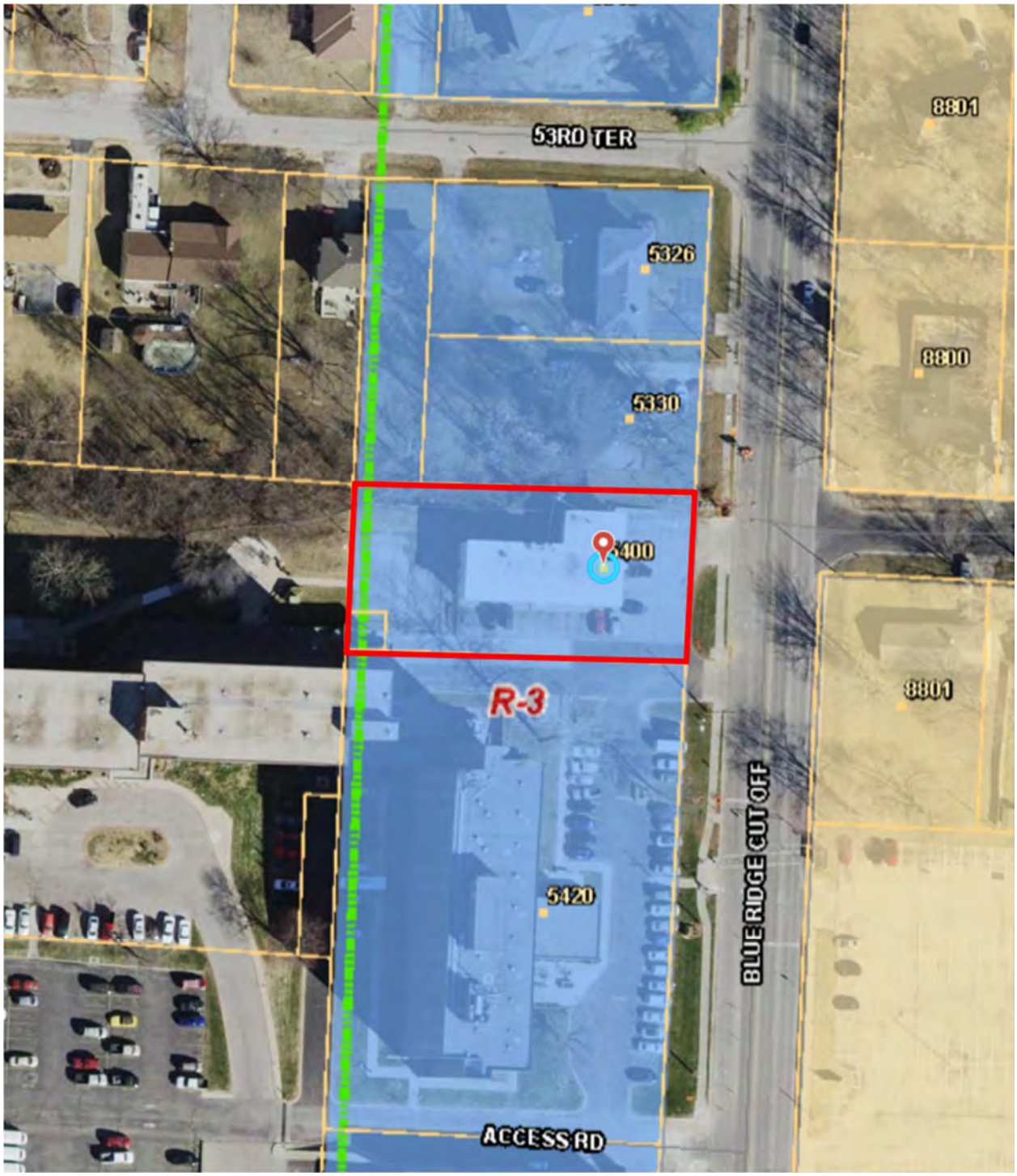
- Affidavit of Publication
- Application
- Receipt of Paid Taxes
- Street Classification Map
- 1996 Comprehensive Plan – Future Land Use Map

Staff recommends that the Planning Commission hold this public hearing, take testimony from all parties, and consider recommending **APPROVAL** of this rezoning application **PZ-2024-12** for the subject parcel located at 5400 Blue Ridge Cutoff from R-3, High-Density Residential to NC, Neighborhood Commercial as modified by the recommended conditions listed below. These conditions are only required to be met pursuant to approval of this Rezoning application by the Board of Aldermen:

1. Parking stalls must be striped and ADA-compliant stalls must be clearly marked. The City of Raytown requires parking stalls to be a minimum of nine feet (9') wide by eighteen feet (18') long.
2. Must abide by all local, county, state, and federal laws.
3. Approval for a daycare from the State of Missouri and from the Jackson County Health Department must be obtained prior to the approval of a City of Raytown business license and operation of the business.
4. All daycare centers within the City of Raytown are required to have a minimum of 500 square feet of contiguous, compact outside play area for every five children. The play area must be fenced with a fence at least 48 inches in height.
5. Signs must be properly permitted and is a separate application and process.

Community Development Department
Planning and Zoning Division
10000 E 59th Street ● Raytown, MO 64133
Phone: 816-737-6014 ● Fax: 816-737-6164

Zoning Map:



Community Development Department
Planning and Zoning Division
10000 E 59th Street ● Raytown, MO 64133
Phone: 816-737-6014 ● Fax: 816-737-6164

Site Photos:

Facing the front of the building, to the west.

Community Development Department
Planning and Zoning Division
10000 E 59th Street ● Raytown, MO 64133
Phone: 816-737-6014 ● Fax: 816-737-6164

Facing the side of the building, to the north.

October 3, 2024
Re: Case No: PZ-2024-12

Dear Property Owner/Tenant:

Notice of Neighborhood Meeting and Public Hearings in Your Area

The Raytown Community Development Department is processing a Rezoning application filed by Tyeasha Smith in partnership with the property owner requesting the approval of a Rezoning from R-3, High-Density Residential to NC, Neighborhood Commercial for the property located at 5400 Blue Ridge Cutoff. This property consists of 0.46 acre of land and is located within the City of Raytown, Missouri.

The properties west of Blue Ridge Cutoff were designated for high-density residential use in the 1960's. The building located at 5400 Blue Ridge Cutoff is a commercial/office building and has been used for commercial, religious, and instructional purposes as far back as city records exist. This land use, which is contradictory to its residential zoning designation, has been allowed to remain so long as it is used continuously without an interruption greater than six (6) months. This is known as "legal nonconforming" status. The building has now been vacant for a period of time greater than six (6) months, thus losing its legal nonconforming status. In order to once again use the building for commercial or instructional purposes, the perspective buyer, in partnership with the current owner, is requesting the approval of a rezoning to NC, Neighborhood Commercial in order to use the facility as a daycare/preschool.

As a nearby owner or tenant, you are entitled to appear and provide comments at any of the public hearings on this matter or to provide written comments.

The applicant will be holding a neighborhood information meeting at Raytown City Hall at **1:00pm on Monday, October 21, 2024**, to which you are invited to discuss the application directly with them. City Staff will not be present at this time. If you have any concerns or need more information about the application, we highly recommend that you attend this meeting.

A public hearing to consider this application will be held by the Raytown Planning & Zoning Commission at 7:00 PM on **Thursday November 7, 2024.** The full packet and agenda should be available for view on the City of Raytown website on **Friday, November 1, 2024.**

The Raytown Board of Aldermen will also hold a public hearing regarding the above-described application, tentatively scheduled for 7:00 PM on **Tuesday, December 3, 2024.**

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

The public is invited to attend the neighborhood meeting and the public hearings to ask questions and provide comments regarding this application. Additional information regarding this application can be obtained from the Department of Community Development located in Raytown City Hall at 10000 East 59th Street, by phone at (816)737-6059 or by email at shanak@raytown.mo.us.

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

Name	Address	City	State	Zip
ALBERT NCHE FUNJONG	8709 E 53RD TER	KANSAS CITY	MO	64129
SHORTELL ROBERT B	8300 LEES SUMMIT RD	KANSAS CITY	MO	64139
OCCUPANT	8717 E 53RD TER	KANSAS CITY	MO	64129
BLACKBURN EDWARD C & ROBERTA E	8719 E 53RD TER	KANSAS CITY	MO	64129
BOUGHTON WINFORD E	8801 E 53RD TER	RAYTOWN	MO	64133
WRIGHT RASHEED	8800 E 54TH ST	RAYTOWN	MO	64133
LAMAR COLLETTE V	8801 E 54TH ST	RAYTOWN	MO	64133
PECINA MAXIMILIANO & ELIZABETH	8804 E 54TH ST	RAYTOWN	MO	64138
JOHANNES MARY & SHARON	8805 E 54TH ST	RAYTOWN	MO	64133
CUNNINGHAM JAMES C & ANGELA M	5326 BLUE RIDGE CUTOFF	RAYTOWN	MO	64133
BROWN THOMAS B & CECELIA B	5330 BLUE RIDGE CUTOFF	RAYTOWN	MO	64133
TEMPLE HEIGHTS MANOR #2	5440 BLUE RIDGE CUTOFF	KANSAS CITY	MO	64133
THE KC BAPTIST TEMPLE OF KC	5460 BLUE RIDGE CUTOFF	KANSAS CITY	MO	64133
FIRST UNITED METHODIST CHURCH OF RAYTOWN	5413 BLUE RIDGE CUT OFF	RAYTOWN	MO	64133
TEMPLE HEIGHTS I LLC	795 RIDGE LAKE BLVD STE 300	MEMPHIS	TN	38120
TEMPLE HEIGHTS I LLC	795 RIDGE LAKE BLVD STE 300	MEMPHIS	TN	38120
THE KC BAPTIST TEMPLE OF KC	5460 BLUE RIDGE CUTOFF	KANSAS CITY	MO	64133

185 – Foot Buffer Map

Neighborhood Meeting

October 21, 2024

SIGN-IN SHEET

PLEASE PRINT LEGIBLY

Name	Mailing Address (Include City, State & Zip Code)	Phone #	E-Mail Address
THOMAS BROWN	5330 E RIDGE	213-6288	

Mr. Brown came in as a messenger for the neighbors and he is also a direct neighbor to the subject Property.

He mainly wanted to know about the longhaul of us occupying the space as the neighbors have dealt with unwanted guests and activity.

He is excited about me coming in and wishes me the best.

The Daily Record Kansas City
920 Main St
Kansas City, MO, 64105
Phone: 8163841801 Fax: 0

The Daily Record
KANSAS CITY

Affidavit of Publication

To: Raytown, City Of, Missouri - City Clerk
10000 E 59Th St
Raytown, MO, 641333915

Re: Legal Notice 2658004, 5400 Blue Ridge Cutoff

State of MO }
} SS:
County of Jackson County }

Before the undersigned Notary Public personally appeared Mitt Patel on behalf of The Daily Record Kansas City, Jackson County who, being duly sworn, attests that the said newspaper is qualified under the provisions of Missouri Law governing public notices to publish, and did so publish, the notice annexed hereto; starting with the 10/10/2024 edition and ending with the 10/10/2024 edition for a total of 1 publications, and that the date of publications were as follows: 10/10/2024.

Publishers fee: $10.40

By: Mitt Patel
Mitt Patel

Sworn to me on this 10th day of October 2024

By:
Brandon M. Crail
Notary Public, State of MO
No. 20297982
Qualified in St. Louis County
My commission expires on
March 5, 2028

BRANDON M CRAIL
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 20297982
My Commission Expires 03-05-2028

Notice of Public Hearings

Affected Property: 5400 Blue Ridge Cutoff, Raytown, Missouri

Jackson County Parcel ID # 32-910-09-31-00-0-00-000

A public hearing to consider a Rezoning application from R-3, High-Density Residential to NC, Neighborhood Commercial, filed by Tyeasha Smith, Ty's Cozy Care, in partnership with the property owner, for the property located at 5400 Blue Ridge Cutoff in Raytown, Missouri, will be held by the Raytown Planning & Zoning Commission at 7:00pm on Thursday, November 7, 2024. The applicant intends to use the facility as a daycare/preschool.

The packet and agenda should be available for view on the City of Raytown website on Friday, November 1, 2024.

The Raytown Board of Aldermen will also hold a public hearing to consider this Rezoning application, tentatively scheduled for 7:00pm on Tuesday, December 3, 2024.

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

The public is invited to attend the public hearings to ask questions and provide comments. Additional information can be obtained from the Department of Community Development located in Raytown City Hall at 10000 E. 59th Street, by telephone at (816)737-6059 or by email at shanak@raytown.mo.us.

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

2658004 Jackson Oct. 10, 2024

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

PLANNING APPLICATION

Office Use Only		Application Type(s):
Case #:	RZNE-000192-2024	Rezoning
Fee Paid:	$450.00	
PC Meeting Date:	11/07/24	
B of A Meeting Date:	12/03/24	
Newspaper Notice Date:	12/17/24	
Notice Letters Date:	10/17/24	

Project Info:	
Project Name: Ty's Cozy Care	
Project Address: 5400 Blue Ridge Cutoff	
Existing Zoning: R 3	Existing Land Use: Vacant Building
Proposed Zoning: Commercial NC, Neighborhood Commercial	Proposed Land Use: Childcare/Preschool
Total Acreage: 0.46 Acre	

Applicant:			
Name of Applicant: Tyeasha Smith		Company (If Applicable): Ty's Cozy Care	
Address: 7304 Cleveland	City: KCMO	State:	Zip: 64132
Phone: 816-612-6565		Email: tyeashagrandberry@gmail.com	
Applicant Signature: X Tyeasha Smith			

Revised: 08/17/23

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

Property Owner:

Name of Owner: Company (If Applicable):

Kansas CityBaptist Temple of Kansas City, MO

Address:

5400 Blue Ridge Cutoff City: Kansas City State: MO Zip: 64133

Phone: 816-358-0988, #2015 Email: scottehle@visitgraceway.org

Property Owner Signature:

X

Scott K. Ehle, Exec. Dir.

Please Give a Detailed Description of the Proposal Below:

Property is presnetly and has been since 1973 operated under a zoning variance from residential to commercial. This application is to rezone to commercial. Past uses all been non-residential. A request to rezone has not previously been made to our knowledge.

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

Landscape Architect:			
Name:	Company:		
Address:	City:	State:	Zip:
Phone:	Email:		
Attorney:			
Name:	Company:		
Address:	City:	State:	Zip:
Phone:	Email:		
Other:			
Name:	Company:		
Address:	City:	State:	Zip:
Phone:	Email:		

1. The proposed action will be in keeping with the character of the neighborhood because:
   It will be use to provide childcare services and Preschool learning daily during the weekdays

2. The proposed use will be consistent with the uses and zoning on nearby parcels because:
   We are providing community services.

3. Prior to submitting this application, the property has been vacant for:

Revised: 08/17/23

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

4. This property is more suited for the proposed use than its current use(s) because:

The location and purpose for use is needed to bring more resources to Raytown residents who need childcare and early education for children.

5. The proposed use could have the following detrimental effects on nearby parcels:

None

6. If the application is denied, the property owner(s) will face the following hardships:

It would not be able to use for

7. Public facilities and utilities are adequate to serve the proposed use as follows:

Proper water supply for handwashing, toiletries
Proper Heating and Energy

8. The proposed development implements the Comprehensive Plan in the following ways:

9. Additional comments:

53RD TER
8801
5326
8800
5330
5400
R-3
8801
5420
BLUE RIDGE CUT OFF
ACCESS RD

ASSESSMENT DEPARTMENT
JACKSON COUNTY

(816) 881-3239
Fax: (816) 881-1388

Jackson County Courthouse
415 East 12th Street, First Floor Mezzanine
Kansas City, Missouri 64106
jacksongov.org

February 21, 2023

THE KC BAPTIST TEMPLE OF KC
5460 BLUE RIDGE CTO
KANSAS CITY, MISSOURI 64129

Dear THE KC BAPTIST TEMPLE OF KC,

Review of the application for Ad Valorem* tax exemption on the real property described below is complete. Based on the information provided, your application for 2023 tax exemption is approved for a full exemption on the following parcels.

The property will become taxable for the 2027 tax year. To maintain a sound exemption program, the exemption qualifications of the property described below will be reviewed for the 2027 tax year.

After 1/1/2027 and prior to 3/1/2027 provide this office with the following information:

- A complete list of the uses occurring on this property during the previous year.
- Documentation supporting the use of the property.

Any changes in the property use or ownership from that provided in your application or within your exemption file must be reported in writing to this office to determine if the change will affect the current exempt status.

If you have any questions regarding this correspondence, please contact me at jrobles@jacksongov.org

Sincerely,
Juan Robles
Tax and Records Coordinator

Parcel	Situs
32-910-09-31-00-0-00-000	5400 BLUE RIDGE CUT OFF, RAYTOWN

When corresponding with this office regarding this property always include this property parcel/account number
* Ad Valorem tax is property taxes based on the value of the property (Other taxes collected by Jackson County are not covered under this exempt status.)

JACKSON County Missouri

Property Account Summary Barcode

Parcel ID:	32-910-09-31-00-0-00-000	Property Address:	5400 BLUE RIDGE CUT OFF , RAYTOWN, MO 64129

General Information

Property Description	KIMPTON HEIGHTSTH PT OF SE NE 1/4 DAF: BEG AT TH SE COR OF LOT 51 CONTOF KIMPTON HGTS SUB TH W 200' TH S 77' TH E 23'TH S23' TH E 177' TH N 100' TO POB.
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	022
Remarks	From Conversion

Property Characteristics

No Property Characteristics Found

Parties

Role	Percent	Name	Address
Taxpayer	100	THE KC BAPTIST TEMPLE OF KC	5460 BLUE RIDGE CTO, KANSAS CITY, MO 64133
Owner	100	THE KC BAPTIST TEMPLE OF KC	5460 BLUE RIDGE CTO, KANSAS CITY, MO 64133

Property Values

Value Type	Tax Year 2023	Tax Year 2022	Tax Year 2021	Tax Year 2020	Tax Year 2019
Market Value Total	308800	247000	247000	246445	246445
Taxable Value Total	0	0	0	0	0
Assessed Value Total	98816	79040	79040	78862	78862

Motor Vehicle Account Asset Inventory

Item Type	Make	Model	Series	Model Year	Item ID	Plate Number	Name on Title 1	Name on Title 2

No Vehicle Account Assets Found

Active Exemptions

E09 Religious

Tax Balance

No Charge Amounts are due for this property. If you believe this is incorrect, please contact a Property Support Specialist.

Distribution of Current Taxes

District	Amount
BOARD OF DISABLED SERVICES	$0.00
CITY - RAYTOWN	$0.00
FIRE DISTRICT - RAYTOWN	$0.00
JACKSON COUNTY	$0.00
MENTAL HEALTH	$0.00
METRO JUNIOR COLLEGE	$0.00
MID-CONTINENT LIBRARY	$0.00
RAYTOWN SCHOOL C-II	$0.00
STATE BLIND PENSION	$0.00

Receipts

Date	Receipt No.	Amount Applied to Parcel	Amount Due for Parcels Selected	Receipt Total	Change
No Receipts Found					

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Version 4.5.0.0

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of the 27th day of December, 1991 by and between all of the undersigned names (which are known as The Kansas City Baptist Temple of Kansas City, Missouri, a Missouri not-for-profit corporation) ("Grantors") and THE KANSAS CITY BAPTIST TEMPLE OF KANSAS CITY, MISSOURI, a Missouri not-for-profit corporation ("Grantee"). The mailing address of Grantee is 5460 Blue Ridge Cutoff, Kansas City, Missouri 64133.

WHEREAS, Grantors collectively own the real property described herein in various names and it is intended for Grantee to own fee title in its name. Presently, the record title is as follows: The Kansas City Baptist Temple of Kansas City, Missouri as to Tracts 1, 2, 8, 9 and 10; The Kansas City Baptist Temple as to Tract 3; Kansas City Baptist Temple as to Tract 4; Kansas City Baptist Temple, Inc. as to Tracts 5 and 6; Kansas City Baptist Temple of Kansas City as to Tract 7; and Kansas City Baptist Temple of Kansas City, Missouri as to Tract 11. This document is to clarify and correct the record title so that all persons are on notice that the proper entity to hold title is Grantee.

WITNESSETH, that Grantors, in consideration of One and no/100ths Dollars ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby SELL AND CONVEY unto Grantee, its successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Jackson and State of Missouri, to-wit:

See Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto its successors and assigns forever; the said Grantors hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by Grantors; and that they will warrant and defend the title to said premises unto the Grantees and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantors.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands the day and year first herein written.

THE KANSAS CITY BAPTIST TEMPLE OF KANSAS CITY, MISSOURI,
a Missouri not-for-profit Corporation
a/k/a The Kansas City Baptist Temple
a/k/a Kansas City Baptist Temple
a/k/a Kansas City Baptist Temple, Inc.
a/k/a Kansas City Baptist Temple of Kansas City
a/k/a Kansas City Baptist Temple of Kansas City, Missouri

By Charles G. Adams
Name CHARLES G. ADAMS
Title PRESIDENT

Treasurer

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 27th day of December, 1991, before me appeared Charles G. Adams, to me personally known, who being by me duly sworn, did say that he is the President of the Grantor corporations and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Charles G. Adams acknowledged said instrument to be the free act and deed of said corporations.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office the day and year last above written.

Sondra K. Jenkins
Notary Public

My commission expires:

5-20-94

SONDRA K. JENKINS
Notary Public · State of Missouri
Commissioned in Jackson County
My commission expires May 20, 1994

EXHIBIT A

99-31-49-32

TRACT I:
Part of the Southeast quarter of the Northeast quarter of Section 31, Township 49, Range 32, described as follows: Commencing at the Southeast corner of Lot 51, Continuation of Kimpton Heights; thence South along the West right-of-way line of Blue Ridge Cut-Off (40 feet from the centerline thereof 385 feet to the true point of beginning of this tract; thence South along the West right-of-way line of said Blue Ridge Cut-Off (40 feet from the centerline thereof) 394.04 feet to a point on the North right-of-way line of 55th Street thence West along the North right-of-way line of said 55th Street (25 feet from the centerline thereof) 620.24 feet; thence North along the prolongation of the East line of Lots 30 and 29, in said subdivision and also along the East line of said Lots 30 and 29, a distance of 493.42 feet; thence East parallel to and 285 feet South of the South line of Lots 52 thru 56, in said subdivision, 420.30 feet to a point on the Kansas City-Raytown city limits; thence South parallel to and 200 feet West of the West right-of-way line of Blue Ridge Cut-Off 100 feet; thence East parallel to and 385 feet South of the South line of Lots 51 and 52 in said subdivision, 200 feet to the true point of beginning, in Kansas City, and Raytown, Jackson County, Missouri.

TRACT II:
Lot 14, KIMPTON HEIGHTS, a subdivision in Kansas City, Jackson County, Missouri.

36/143

TRACT III:
All that part of the Southeast 1/4 of the Northeast 1/4 of Section 31, Township 49, Range 32 in Raytown, Jackson County, Missouri, described as follows: Beginning at the Southeast corner of Lot 51, CONTINUATION OF KIMPTON HEIGHTS, a subdivision in Kansas City and Raytown, Missouri; thence West along the South line of Lots 51 and 52 in said subdivision 200 feet to a point on the Kansas City-Raytown City limits; thence South along said city limits line 77 feet; thence East 23 feet; thence south 23 feet; thence East 177 feet to a point of the West right-of-way line of Blue Ridge Cut-Off; thence North along said right-of-way 100 feet to the point of beginning.

TRACT IV:
All that part of Lot 1, COLLING'S HOMESTEAD, a subdivision in Kansas City, Jackson County, Missouri, described as follows: Beginning at a point on the North line of the Southeast 1/4 of Section 31, Township 49, Range 32, said beginning point being South 86 degrees 40 minutes 2 seconds East, 1,606.60 feet from the center of said Section 31; thence continuing along the North line of the Southeast 1/4 of said Section 31, South 86 degrees 40 minutes 27 seconds East, 345.35 feet; thence South 02 degrees 15 minutes 33 seconds West, 254 feet; thence South 86 degrees 40 minutes 27 seconds East, 228 feet; thence South 02 degrees 15 minutes 33 second West, 584.80 feet; thence North 86 degrees 40 minutes 27 seconds West along the Easterly prolongation of the North line of Coach Light Square 2nd Plat, a subdivision a distance of 733.35 feet; thence North 02 degrees 15 minutes 33 seconds East, 376.47 feet; thence South 86 degrees 40 minutes 27 seconds East, 160 feet; thence North 02 degrees 15 minutes 33 seconds East, 462.33 feet to the point of

29/218

beginning, subject to that part in 55th Street. Said legal above being Lots 1 and 2, and Tracts A, B, and C, OLD MADRID, a subdivision in Kansas City, Jackson County, Missouri, now vacated by Ordinance No. 50137.

TRACT V:
The West 94 feet of the East 228 feet of the North 254 feet of Lot 1, COLLING'S HOMESTEAD, a subdivision in Kansas City, Jackson County, Missouri. 29/218 ✓

TRACT VI:
All of the North 254 feet of the West 67 feet of the East 134 feet of the East 228 feet of Lot 1, COLLING'S HOMESTEAD, a subdivision in Kansas City, Jackson County, Missouri. 29/218 ✓

TRACT VII:
The North 254 feet of the East 67 feet of Lot 1, COLLING'S HOMESTEAD, a subdivision in Kansas City, Jackson County, Missouri. 29/218 ✓

TRACT VIII:
All of Lot 13 and the East 10 feet of Lot 12, KIMPTON HEIGHTS, a subdivision in Kansas City, Jackson County, Missouri. 36/143 ✓

TRACT IX:
Lot 32, CONTINUATION OF KIMPTON HEIGHTS, a subdivision partly in Raytown, partly in Kansas City and wholly in Jackson County, Missouri. (Said Lot 32, being entirely in Kansas City) 16/206 ✓

TRACT X:
Lot 31, CONTINUATION OF KIMPTON HEIGHTS, a subdivision partly in Raytown, partly in Kansas City and wholly in Jackson County, Missouri. (Said Lot 31, being entirely in Kansas City) 16/204 ✓

TRACT XI:
Lot 88, COACH LIGHT SQUARE LOTS 1-98, a subdivision in Kansas City, Jackson County, Missouri. 24/104 ✓

(STATE OF MISSOURI)
(COUNTY OF JACKSON) SS
I CERTIFY INSTRUMENT RECEIVED

1991 DEC 31 A 10:44.0

REC I2196P 819
WALTER R. PETERSON JR.
DIRECTOR OF RECORDS

300
400
1400
2100

L Harrell

RECEIPT (REC-031842-2024)
FOR CITY OF RAYTOWN

BILLING CONTACT
THE KC BAPTIST TEMPLE OF KC
5460 BLUE RIDGE CUT OFF
RAYTOWN, MO 64133

Payment Date: 09/17/2024

Reference Number	Fee Name	Transaction Type	Payment Method	Amount Paid
RZNE-000192-2024	Rezone Fee	Fee Payment	Check #1261	$450.00
5400 BLUE RIDGE CUTOFF RAYTOWN, MO 64133			**SUB TOTAL**	**$450.00**
			TOTAL	**$450.00**

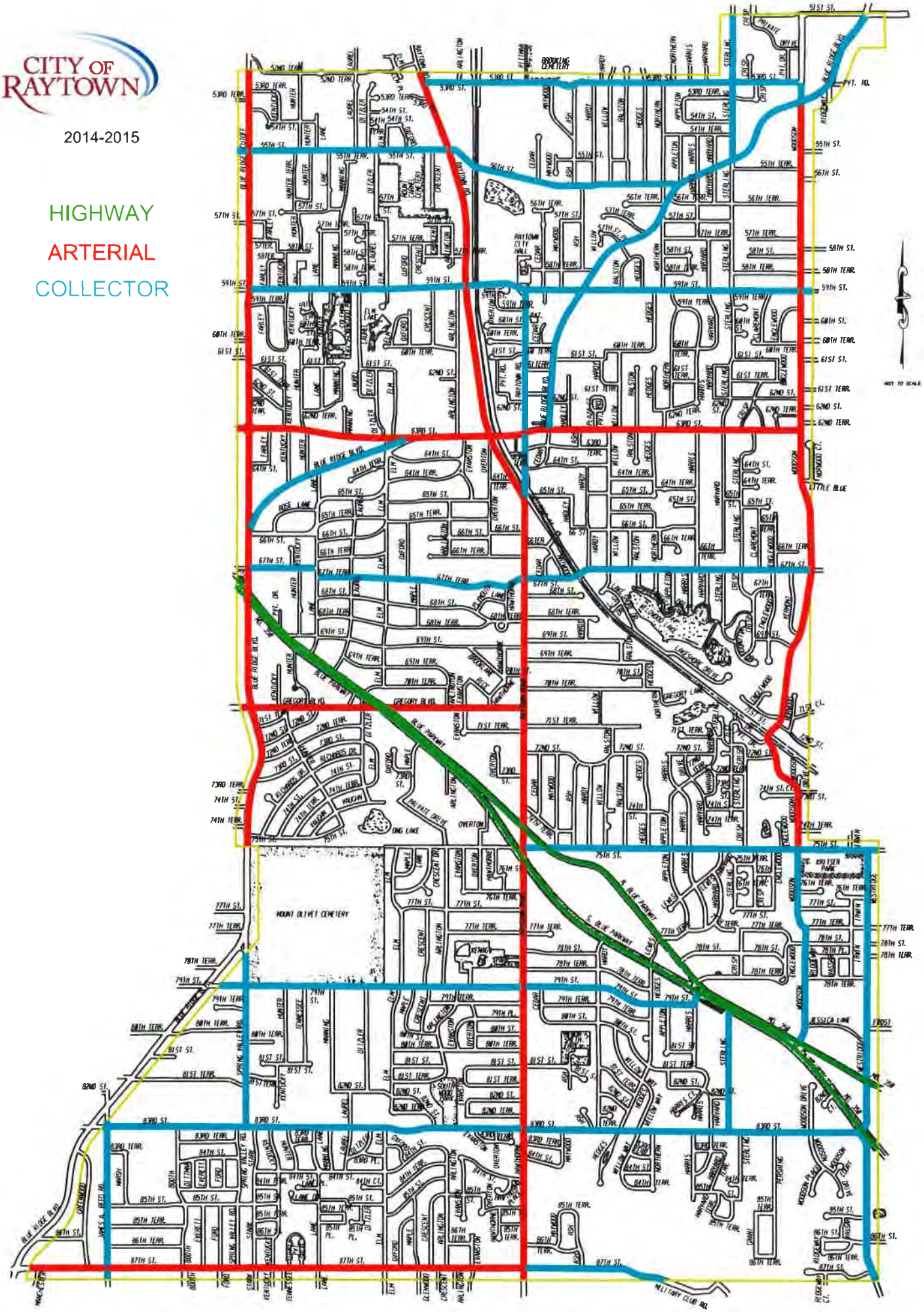
CITY OF RAYTOWN

2014-2015

HIGHWAY

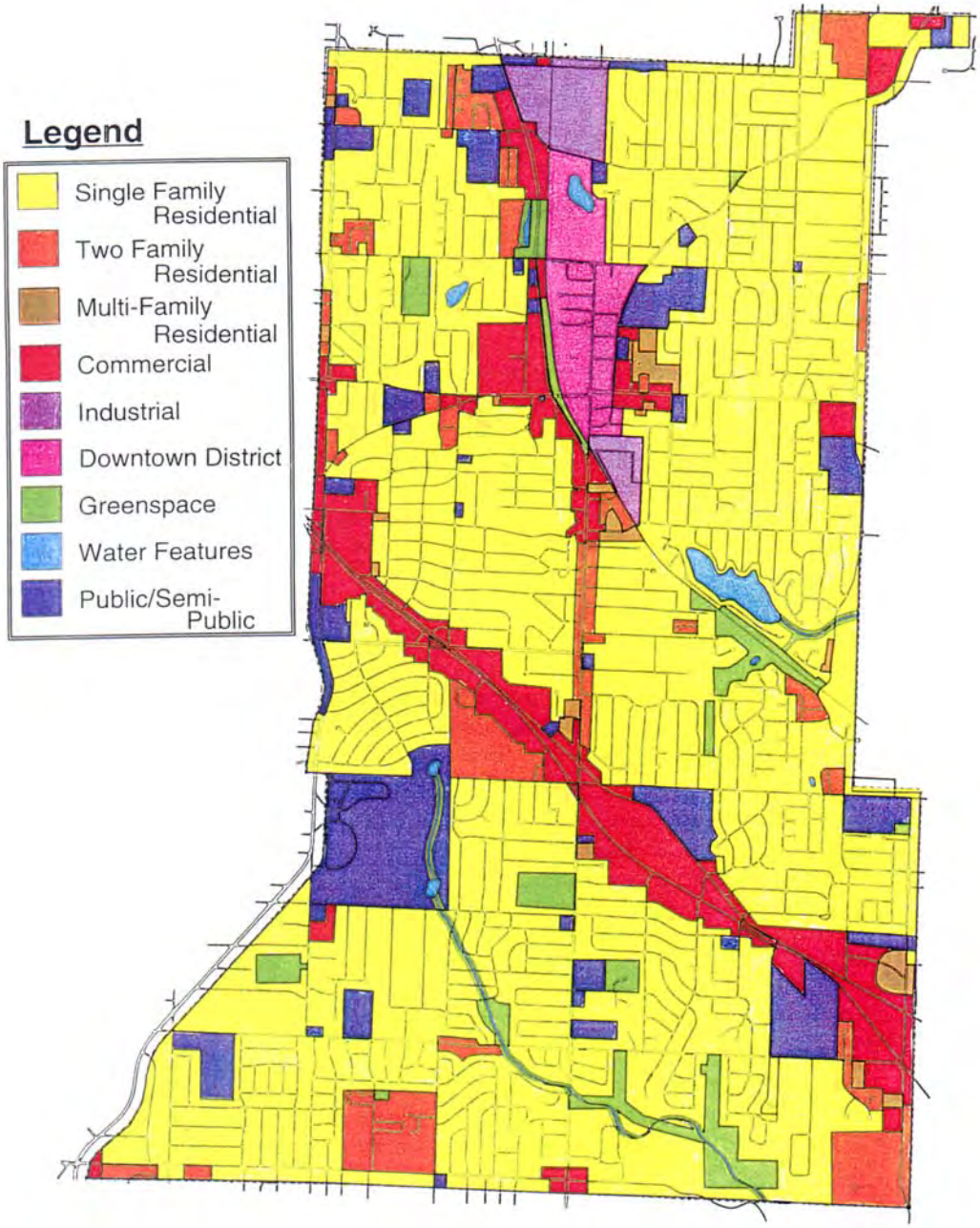
ARTERIAL

COLLECTOR



1996 Comprehensive Plan

FIGURE 11
Future Land Use Map



CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 11/21/2024

MEETING DATE: December 3, 2024

SUBMITTED BY: **DEPARTMENT: Finance**

Document Type: Resolution

SUBJECT/REQUEST

R-3669-24: Finance is asking the Board of Aldermen to enter into an agreement with ClearGov Budget & Planning Software.

BACKGROUND/JUSTIFICATION

Finance has constructed annual budgets over the past several years through Excel spreadsheets and the recently approved FY25 budget was built in Incode. Both methods were inefficient and additional hours were spent on the process. Finance is looking for a software program to centralize the budgeting process and produce a professional budget book with online capabilities. Other municipalities utilize software specifically designed for budgeting. The City, over the past two years, has discussed budget software systems with many vendors. Through the various presentations and demonstrations, the staff has determined that ClearGov provides a budget software package that meets the City's requirements.

Pricing was received from multiple vendors as follows:

	Implementation Cost	Year One System Cost	Total Year One	Year Two	Year Three
ClearGov & Budget & Planning	$ 8,775	$20,000	$ 28,775	$31,500	$33,075
OpenGov Budget & Planning	55,296	28,701	83,997	30,136	31,643
Gravity Budget Book (Only) 3 Years	24,500	21,250	45,750	20,000	20,000
Gravity Budget Book	24,500	21,250	45,750	17,500	17,500

(Only) 5 years					

In addition to the budget software, ClearGov provides planning software that allows the City to forecast multiple scenarios for future costs and assists in building a five-year capital plan. The total contract cost for year one is $28,775. The FY25 budget included $30,000 for budget and planning software. Staff will bring the continuation of the agreement for years two and three to the Board prior to the start of each year.

RECOMMENDED MOTION

Approval of the agreement with ClearGov.

PREVIOUS ACTION

N/A

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	ClearGov
Amount of Request/Contract:	$28,775.00
Amount Budgeted:	$30,000.00

REVIEWED BY

Teresa Henry
John Bales
Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso ClearGov Budget and Planning Software Agreement 2024-2025
2. ClearGov Budget Example

SUPPORTING DOCUMENTS (FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Other: Government Contract/schedule		Copy is available upon request

RESOLUTION NO.: R-3669-24

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN CLEARGOV FOR BUDGET AND PLANNING SOFTWARE IN AN AMOUNT NOT TO EXCEED $28,775.00 FOR FISCAL YEAR 2024-2025

WHEREAS, the City of Raytown needs Budget and Planning Software; and

WHEREAS, the City of Raytown received pricing from three (3) vendors and after review, ClearGov was selected as they provide a budget software package that meets the City's requirements; and

WHEREAS, the cost to implement and utilize the ClearGov platform is anticipated not to exceed $28,775.00 for fiscal year 2024-2025; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve an agreement by and between ClearGov and the City of Raytown for Budget and Planning Software in an amount not to exceed $28,775.00 for fiscal year 2024-2025.

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

THAT the agreement by and between ClearGov and the City of Raytown for Budget and Planning Software in an amount not to exceed $28,775.00 for fiscal year 2024-2025 is hereby authorized and approved; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of December, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form

_____
Jennifer M. Baird, City Attorney

Raytown + ClearGov
Joint Business Case

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Overview:

Raytown is considering ClearGov's budget software to help move them away from an Excel- and Word-based budget process. The ideal tool for Raytown would allow them to collaborate within one budget platform, achieve their goal of developing a 5 year capital plan, and create an easy-to-understand budget book that is accessible both to constituents and the board.

Current Challenges:

Building the Budget:

- Lacks detail in the general ledger
- Time-consuming to collect & organize requests manually
- Difficult to calculate personnel adjustments
- Broken formulas lead to budget errors
- Disorganized processes are inefficient

Displaying the Budget:

- Time-consuming to manually create graphs & charts
- Wasted time updating graphs & charts as budget updates are made
- Hours spent formatting documents

Recommend Solution: ClearGov's Budget Cycle Management Suite

- Complements Incode 10
- Allows for multi-year capital planning and scenario building
- Helps with union negotiations & personnel budgeting + projections
- Operational requests collected are consolidated into one platform
- User-friendly for both finance and department heads
- No formulas to break
- Templates built around GFOA best practices
- Automates graphs & charts in a digital budget book
- Provides transparency to constituents
- Automated audit trail to track changes
- More on product specific details can be found here.

Missouri Client Examples:

Digital Budget Books:

- North Kansas City, MO
- Grandview, MO
- Perryville, MO
- Ashland, MO
- Branson, MO

Transparency Portals:

- Branson, MO
- Christian County, MO
- Frontenac, MO
- St. Joseph, MO

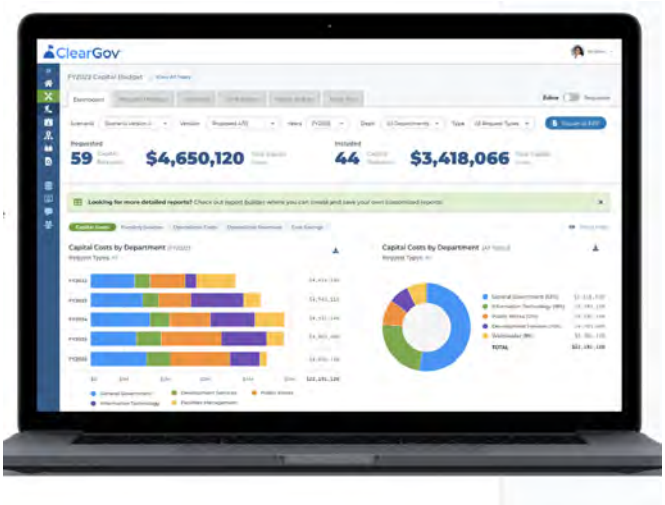
Client Testimonies:

- Amy Dent, Christian County, Video Testimonial
- Marji Gehr, Case Study

ClearGov Advantages:

- **Complements Incode 10**- ClearGov complements Incode 10, the current accounting system at Raytown, MO. This makes it easy to transfer data back-and-forth between systems.

- **Implementation Time-** An industry best, ClearGov's implementation period ranges from 60-90 days with the majority of the data implementation done by ClearGov's staff.



- **Templated-Approach-** ClearGov has a series of templates, ready-to-go on day one. Templates for collecting capital requests, common benefits, and building a GFOA award-winning budget book. This templated approach is best for communities of Raytown's size because they do not require a level of customization that needs to be built from scratch.

- **Award-Winning Training:** ClearGov has scored 98% for customer satisfaction during onboarding, and 96% for customer satisfaction with training. ClearGov is dedicated to their clients and to delivering award-winning results. More on training & support specifics can be found here.

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 11/20/2024

MEETING DATE: December 3, 2024

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution

SUBJECT/REQUEST

R-3670-24: Approving a new Agreement with George Butler Associates for Engineering Services associated with the storm water GO Bond project and amending the Fiscal Year 2024-2025 budget in the amount of $817,064.00.

BACKGROUND/JUSTIFICATION

On November 12, 2024, George Butler Associates (GBA) gave a presentation to the Board of Aldermen on their findings for the preliminary design for the Storm Water General Obligation (GO) Bonds projects. During the preliminary design, GBA indicated that they evaluated over 90 potential project areas. During this process, GBA examined each of these through modeling, capacity restrictions, lack of infrastructure, incorrect infrastructure and working through notifications of the citizens.

Once these items were vetted, GBA narrowed the project list down to 17 projects. GBA then developed a Matrix, with the help of City staff, to support the priority of the projects. With the amount of funding available for the projects, GBA listed an estimated six projects to be designed, bid, and constructed with the GO Bonds. In addition to the design of the GO Bond projects, GBA will update the Storm Water Master Plan and include the new projects that were discussed at the November 12, 2024 Board of Aldermen meeting.

City staff is asking to enter into an agreement with GBA for the engineering services of $817,064.00 for the complete design and bidding for the six projects presented to the Board on November 12, 2024. Staff is also requesting an amendment to the 2024-2025 budget in the amount of $817,064.00.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	George Butler Associates
Amount of Contract:	$817,064.00
Amount Budgeted:	$0.00
Amount Requested	$817,064.00
From Account Name	Operating Transfer Fund
From Account Number	101-00-00-100-59951
Amount	$817,064.00
To Account Name	Storm Water Revenue Fund
To Account Number	401-00-00-100-49999
Amount	$817,064.00

REVIEWED BY

Robinson Camp
John Bales
Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso GBA 2024 GO BOND Storm Water Design Bid Construct Agreement
2. Project Ranking for GO Bond
3. 2024 Stormwater GO Bond - Contract with GBA
4. Stormwater GO Bond Final Design Scope
5. Stormwater GO Bond Final Design Fee

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		On File
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:		On File
Other:	X	Contract, Scope, and Fee

RESOLUTION NO.: R-3670-24

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN AND GEORGE BUTLER ASSOCIATES FOR ENGINEERING SERVICES FOR PROJECTS TO BE DESIGNED, BID AND CONSTRUCTION OF THE 2024 GENERAL OBLIGATION BONDS PROJECTS FOR STORM WATER IN AN AMOUNT NOT TO EXCEED $817,064.00 AND AMENDING THE FISCAL YEAR 2024-2025 BUDGET

WHEREAS, pursuant to Resolution R-3577-24, approved on January 16, 2024, the Board of Aldermen approved an agreement with George Butler Associates (GBA) for Engineering Services for the Conceptual Design of the 2024 General Obligation Bonds Projects for storm water; and

WHEREAS, on November 12, 2024, GBA presented the Board of Aldermen with their findings and listed an estimated six (6) projects to be designed, bid, and constructed with the 2024 General Obligation Bonds; and

WHEREAS, pursuant to Resolution R-3636-24, the Fiscal Year 2024-2025 Budget was approved, and it is necessary to amend the Fiscal Year 2024-2025 Budget; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorize and approve an agreement for engineering services between the City of Raytown and George Butler Associates for the design, bid and construction of the 2024 General Obligation Bond Projects in an amount not to exceed $817,064.00.

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

THAT an agreement for engineering services between the City of Raytown and George Butler Associates for the design, bid and construction of the 2024 General Obligation Bond Projects in an amount not to exceed $817,064.00 is hereby authorized and approved; and

FURTHER THAT the Fiscal Year 2024-2025 budget approved by Resolution R-3636-24 is hereby amended as follows:

FROM:	**TO:**
General Fund	Storm Water Fund
101.00.00.100.59951	401.00.00.100.49999
$817,064.00	$817,064.00

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of December, 2024.

_____
Michael McDonough, Mayor

ATTEST:

Approved as to Form

_____
Teresa M. Henry, City Clerk

_____
Jennifer M. Baird, City Attorney

Current Final Results and Rankings

Area	Score	Properties Impacted	Cost	Value
Site 9 - Raytown Rd & E 72nd St	150	91	$ 1,744,527	$ 11,630
Site 19 - 74th & Ditzler	162	66	$ 1,502,268	$ 9,273
Site 20 - 80th & Blue Ridge Blvd (3 ponds)	60	10	$ 240,000	$ 4,000
Site 25 - 60th & Northern	152	50	$ 1,790,838	$ 11,782
Site 26 - 65th & Railroad St	106	40	$ 623,556	$ 5,883
Site 77 - 67th & Ralston	36	10	$ 232,083	$ 6,447
Site 4 - Elm and Blue Ridge Bvld	37	6	$ 523,446	$ 14,147
Site 11 - Minor Smith Park - 81st & Ash	70	2	$ 900,000	$ 12,857
Site 13 - E 59th St & Northern Ave	46	32	$ 560,000	$ 12,174
Site 15 - E 76th Ter & Irwin Rd	25	8	$ 294,595	$ 11,784
Site 18 - 83rd & Elm	90	10	$ 891,180	$ 9,902
Site 21 - 66th & Lane	66	15	$ 1,365,806	$ 20,694
Site 22 - 56th & Willow	57	28	$ 750,000	$ 13,158
Site 23 - 57th & Laurel	32	15	$ 640,000	$ 20,000
Site 24 - 54th & Appleton	35	30	$ 240,637	$ 6,875
Site 28 - Woodson Rd & 69th St	107	6	$ 500,000	$ 4,673
Site 85 - 74th St & Hedges Ave	33	4	$ 200,000	$ 6,061
			$ 12,998,934	

GBA's recommendation is to do the six project areas highlighted in BLUE on the left

The total predicted construction cost of these projects is:

$6,133,271

Additionally, these 6 projects will impact 267 properties.

The remaining 11 projects will impact 158 properties.

GBA

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the_____day of _____ 2024, by and between the City of Raytown, Missouri, its successors and assigns, hereinafter called the CITY, and George Butler Associates, Inc, hereinafter called the CONSULTANT.

WITNESSETH:

WHEREAS, the CITY is authorized and empowered to contract with the CONSULTANT for provisions of professional engineering services as hereinafter described; and

WHEREAS, the CONSULTANT, (a Kansas Corporation with offices at 9801 Renner Blvd Lenexa, KS 66219) is registered and in good standing in accordance with the laws of the State of Missouri and is qualified to provide the professional engineering, land surveying, and planning services desired by the CITY.

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

1. The CONSULTANT will provide stormwater design services and construction oversight services for various stormwater projects that are being funded by a General Obligation Bond (the "Project"). The individual stormwater projects are listed in **EXHIBIT A**, Final Design Scope and subject to the fees set forth in **EXHIBIT B**, Final Design Fees. As the CITY and CONSULTANT begin a stormwater project listed in Exhibit A, CONSULTANT will submit a Task Order form for approval by the governing body of the CITY.
2. The CITY is authorized and empowered to contract with the CONSULTANT for the purpose of designing and construction oversight in connection with the Project; the CITY and the CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of professional services by the CONSULTANT and the payment for those services by the CITY pursuant to the terms of this Agreement.

PART A — TERM OF THE AGREEMENT:

The term of this agreement shall be for one (1) year, with up to two (2) one (1) year extensions. Approximately 30 days prior to the end of each one (1) year period, a meeting will be held between CONSULTANT and the CITY of Raytown staff for the purposes of conducting a

performance review, revising the scope and/or language of the agreement, and submitting CONSULTANT'S most current Hourly Rate Schedule

PART B — INSPECTIONS, CONFERENCES, AND APPROVALS:

Representatives of the CITY shall have the right to inspect and review the work being done by the CONSULTANT and consult with the CONSULTANT at any time. Conferences are to be held at the request of the CITY or CONSULTANT.

PART C — COMPENSATION:

The CITY agrees to pay the CONSULTANT as compensation for all the services stipulated in herein as follows:

a. Billing will be based on the schedule of charges, which is attached hereto and made part hereof (**EXHIBIT B**).
b. CONSULTANT shall submit all invoices for design related services and for construction related services on forms provided by the CITY.
c. CONSULTANT shall invoice CITY monthly for all services rendered and expenses incurred during the previous month.
d. All invoices for services shall be accompanied by a documented breakdown of expenses incurred with location to which this Agreement applies. This documentation shall include project personnel by job classification, hourly rate, and number of hours.
e. Payment will be made monthly on the basis of statements submitted by the CONSULTANT subject to the CITY'S review thereof.
f. The term "direct non-salary costs" shall include the CONSULTANT'S payments to others in connection with the PROJECT, transportation, and reproduction work.

PART D – OBLIGATIONS OF CITY:

CITY, at its own expense, will provide the following:

1. Make available to CONSULTANT on request with reasonable notice, at CITY'S offices, all existing records, maps, plans and other data possessed by the CITY when such are necessary, advisable or helpful to the CONSULTANT in the prosecution of its work under this AGREEMENT.

2. Designate in writing a person to act as the CITY'S representative with respect to the services to be performed or furnished by the CONSULTANT under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CITY'S policies and decisions with respect to the CONSULTANT'S services for the Project. In the absence of any such designation, or until such designation is made by CITY, its City Administrator shall serve as the designated representative.

PART E — TERMINATION OF THE AGREEMENT:

This Agreement may be terminated by the CITY with 15 days written notice. Any such termination by the CONSULTANT shall require a 45-day notice to the City. In the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided however, that in any such case, the CONSULTANT, to the extent not in default, shall be paid for all services actually rendered and all costs reasonably incurred up to the time of termination on the basis of the payment provisions of this Agreement. In all events, the CITY shall have the right to terminate the services of the CONSULTANT, irrespective of whether the CONSULTANT is in default, upon such date as shall be specified in a notice to be delivered in writing to the CONSULTANT. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the CITY when, and if, this Agreement is terminated, but it is mutually agreed by the parties that the CITY will use them in accordance with the provisions in Part F, Section 4 of this Agreement. No such termination shall be deemed to release the CONSULTANT or any insurer from obligations under Part F, Sections 2 and 3 of this Agreement for liability arising from or out of anything occurring or arising on or prior to such termination.

PART F — GENERAL CONSIDERATIONS:

1. **Insurance**

   The CONSULTANT shall procure and maintain, at its sole cost and expense, insurance coverage as set forth below: stated in the Request for Qualifications, which is attached hereto and incorporated herein as **EXHIBIT C**.

2. **Indemnity**

Indemnification: CONSULTANT shall indemnify, and hold harmless the CITY, its officers, employees, elected officials, each in their official and individual capacities, from and against all damages, liabilities or costs, including reasonable attorney's fees and defense costs arising from or in any way related to or connected with CONSULTANT's negligent acts, errors or omissions, of CONSULTANT's employees or subcontractors, to the extent such loss or injury occurs in connection with the services performed by CONSULTANT under this Agreement; provided, however, that CONSULTANT need not save harmless the CITY from all damages or liabilities including reasonable attorney's fees arising out or to the extent caused by the negligence of the CITY, its employees or agents.

3. Successor and Assigns

The CITY and the CONSULTANT each binds itself and its principals, successors, executors, administrators and assigns to the other party of this Agreement and to the principals, successors, executors, administrators and assigns of such other party in respect to all covenants of the Agreement; provided that, neither the CITY nor the CONSULTANT will assign, sublet or transfer its interest in this Agreement without the written consent of the other. CONSULTANT shall not assign the right to any payments to be received hereunder, without the prior written consent of the CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

4. Ownership of Documents

The CITY acknowledges the CONSULTANT'S plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the CITY upon completion of the work and payment in full of all monies due to the CONSULTANT or as provided in Part C, above and the final version of any document shall be submitted to the CITY electronically in format acceptable to

the CITY. CONSULTANT shall retain ownership of any and all other intellectual property rights not expressly conveyed herein. The CITY recognizes that new circumstances, not the least of which is the passage of time, may make reuse of such plans and specifications not advisable. The CITY agrees, to the fullest extent permitted by law and not waiving any sovereign immunity, to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the reuse or modification of the CONSULTANT's plans and specifications by the CITY or any person or entity that acquires or obtains the plans and specifications from or through the CITY. The only parties interested in this Agreement are named herein and this Agreement is made without collusion with any person, firm or corporation. No member of the Board of Aldermen, officer or agent of the CITY is directly or indirectly financially interested in the Agreement.

5. **CONSULTANT AND CITY AGREE THAT THE PARTIES' AGGREGATE LIABILITY SHALL BE LIMITED TO THE AMOUNTS OWED TO CONSULTANT ARRISING OUT OF THIS AGREEMENT. ADDITIONALLY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST FINANCING, OR LOST OPPORTUNITY.**

PART G – NON-DISCRIMINATION

CONSULTANT agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of CONSULTANT or applicant for employment.

PART H – MISCELLANEOUS

1. **Severability**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CITY and the CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

2. **Notices**

   Any notice required under this Agreement will be in writing, addressed to the appropriated party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

3. **Controlling Law**

   This Agreement is to be governed by the law of the State of Missouri.

4. **Unauthorized Aliens**

   Pursuant to RSMO 285.530(1), by its sworn affidavit in substantially the form attached hereto as **EXHIBIT D** and incorporated herein, CONSULTANT 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, CONSULTANT affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

5. The project manager for CONSULTANT will be _____ and _____ will serve as the Principal-in-Charge.

6. CONSULTANT represents that the engineering services to be provided hereunder shall be performed by or under the direct supervision of an engineer duly licensed under the laws of the state of Missouri. Furthermore, CONSULTANT represents that all engineering documents and all services provided hereunder shall comply with all applicable laws, statues, building and zoning codes, ordinances, rules and regulations and industry standards.

7. CONSULTANT shall perform all services in a manner consistent with that level of care

and skill ordinarily exercised by members of the engineering profession currently practicing in the Kansas City metropolitan area under similar conditions.

8. The intent of the CITY and CONSULTANT is that CONSULTANT shall perform its services under this agreement in all respects as an independent contractor. CONSUTLANT shall employ and direct all persons performing any work hereunder, and such persons shall be and remain the sole employees of and subject to the control and direction of CONSULTANT, and shall not be the employees or subject to the direction of CITY, it being the intention of the parties hereto that CONSULTANT shall be and remain an independent contractor, and nothing herein contained shall be construed as inconsistent with that status.
9. The scope of work to be done under this Agreement shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. The CONSULTANT shall have no obligation to perform services in connection with a change in the scope of work unless the cost thereof shall be agreed to under this paragraph.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

GEORGE BUTLER ASSOCIATES, INC.

By:_____

Title: Principal/Vice President

Address:

9801 Renner Blvd

Lenexa, KS 66219

CITY OF RAYTOWN, MISSOURI

By:_____

Title: _____

Address:

10000 East 59th Street

Raytown, Missouri 64133

ATTEST:

_____

Teresa Henry, City Clerk

EXHIBIT A

STORMWATER GO BOND FINAL DESIGN SCOPE

[SEE ATTACHED]

EXHIBIT B

STORMWATER GO BOND FINAL DESIGN FEE

[SEE ATTACHED]

EXHIBIT C

REQUEST FOR QUALIFICATIONS

[SEE ATTACHED]

EXHIBIT D

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 _____)

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 services contracted between Contractor and the City of Raytown, Missouri regarding on-call engineering services.

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 _____, 2024.

_____

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.

SCOPE OF SERVICES

ENGINEER: George Butler Associates, Inc. (ENGINEER)

Owner: City of Raytown, Missouri (CITY)

Project: 2024 General Obligations Bond Projects for Storm Water – Final Design Phase

City Contract No:

City Project No:

I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by ENGINEER to facilitate the Final Design of storm water projects to be funded by General Obligations (GO) Bonds issued by the CITY. The currently anticipated projects are:

Site 9 – Raytown Road & 72nd St
Site 19 – 74th & Ditzler
Site 20 – 80th & Blue Ridge Blvd
Site 25 – 60th & Northern
Site 26 – 65th & Railroad St
Site 77 – 67th & Ralston

A. Task Series Listing. The Basic Scope of Services is organized under the following Task Series:

1. Task Series 100 - Project Management and Administration
2. Task Series 200 - Public Involvement and Utility Coordination
3. Task Series 300 - Permitting and ROW
4. Task Series 400 - Survey and Geotechnical
5. Task Series 500 - Modeling and GIS
6. Task Series 600 - 60% Design Documents
7. Task Series 700 - 90% and Final Documents
8. Task Series 800 - Bid Phase Services
9. Task Series 900 - Stormwater Master Plan Update

B. Explicit Responsibilities. The Basic Scope of Services explicitly sets forth what ENGINEER shall perform and does not implicitly put any additional responsibilities or duties upon ENGINEER. The ENGINEER agrees to provide the specific Basic Scope of Services as identified herein. Work not specifically discussed herein shall not be performed without an

amendment or shall be provided as Optional Services upon written authorization from the CITY.

C. Capital or Annual Cost Opinions. Since ENGINEER has no control over the cost of labor, material or equipment furnished by others not under contract to ENGINEER, ENGINEER's opinion of probable cost for construction of the Work shall be made on the basis of experience and qualifications as an ENGINEER. ENGINEER does not guarantee that proposals, bids, or actual project cost will not vary from ENGINEER's opinions of probable construction cost. The cost opinions' level of accuracy presented by ENGINEER shall be as noted for in subsequent paragraphs of this Scope of Services.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

A. ENGINEER shall complete the services in this scope within 240 calendar days following Notice to Proceed (NTP). ENGINEER's completion schedule will be extended by the CITY for delays beyond the reasonable control of the ENGINEER as approved by the CITY.

B. The CITY hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from ENGINEER. CITY will endeavor to provide consolidated written review comments to ENGINEER within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by ENGINEER no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. BASIC SCOPE OF SERVICES

The following Task Series describe the Basic Scope of Services to be provided by the ENGINEER under the Project.

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

The purpose of Project Management and Administration will be to manage, direct and oversee each element of Basic Scope of Services identified herein and subcontractors employed by the ENGINEER in completion of the Work. The following management activities will be provided by ENGINEER.

Task 101 Project Management Services (8 Months)

Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. Estimated timeline of the project is eight (8) months. If project is delayed at the request of the CITY, Optional Services may be required to complete the management of the project.

Task 102 Monthly Invoicing and Project Status Reports

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report and updated project schedule, which shall accompany the monthly invoice submittal. Each invoice by the ENGINEER and subcontractors shall have labor hours and fee and unit price items broken down by task series and shall be in general conformance with the invoice template provided by CITY. The monthly project status report shall identify work performed by the ENGINEER, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of the ENGINEER's ability to meet project schedule milestones, including identification of delays beyond its control, an estimate of work percent completion for each Task Series in the Basic Scope of Services based on the work completed, and the earned value of the completed work for each task series. The schedule shall be updated to reflect the progress reported in the status report.

Task 103 Quality Control

ENGINEER's Quality Control Program will be implemented on phases of the project to provide an independent review of the work. Quality control reviews will include checks for conformance with regulatory agency requirements, completeness and correctness of evaluations, design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

Task 104 Project Kickoff Meeting

After a Notice to Proceed is given by CITY, ENGINEER shall organize and conduct an in-person Project Kickoff Meeting with the CITY to review and establish project goals, lines of communication, project procedures, the proposed work plan, and other logistics of project execution, including anticipated Project schedule and content of subsequent monthly progress meetings. Two (2) members of the ENGINEER's team shall attend an up-to two (2) hour in-person kickoff meeting. ENGINEER shall prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting minutes after the meeting date.

Task 105 Bi-Weekly Progress Meetings (16 meetings)

A representative from the ENGINEER shall participate in up to 16 progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, and variances in the potential scope of work. The meetings shall last up to one (1) hour, conducted virtually via Microsoft Teams. Anticipated future activities and CITY action items shall be discussed. ENGINEER shall prepare and submit an agenda to CITY prior to each meeting and prepare/distribute meeting minutes. Meetings that can be coordinated with other project-related events such as public meetings, construction meetings, or Board of Aldermen presentations, will be scheduled as such to minimize time and expense.

Task 106 Board of Aldermen Meetings (3 meetings)

One (1) representative from the ENGINEER shall participate in up to three (3) meetings with the Board of Aldermen to provide updates on project progress, relay feedback received from residents, and answer questions from the Aldermen. The meetings shall last up to three (3) hours and be held in-person at City Hall.

TASK SERIES 200 - PUBLIC INVOLVEMENT AND UTILITY COORDINATION

Task 201 Public Meetings and Open Houses

The ENGINEER shall prepare for and attend up to five (5) public workshops during the duration of this Final Design Phase of the project. The public workshops shall be held at City Hall or at specific project locations, as agreed upon by ENGINEER and CITY. The purpose of the public workshops will be to inform residents of projects that will be happening in their neighborhoods and to collect feedback from residents on the project.

The ENGINEER shall prepare necessary documents for the meetings including by not limited to: power point presentation, visual aids, meeting agenda, and public notification letter. ENGINEER will obtain approval from the CITY prior to mailing the notification letter to residents that shall be invited to the meeting. Notification letters will be sent in the form of postcards via the postal service and will also be posted on the Project Website, the CITY's website, and the CITY's social media platforms. It is anticipated that the public coordination meeting will be two (2) hours long and will be attended by the ENGINEER's Project Manager and Project Engineer as well as the Public Coordination Manager.

Task 202 Website for Project

ENGINEER shall maintain the Project Website that will be made available to the public via mailers, construction site signs, the CITY's website, the CITY's Facebook page, and other means of distribution agreed upon by CITY and ENGINEER. ENGINEER will catalogue public inquiries and answer questions received through the website. The website will be updated bi-monthly for up to eight (8) months under this agreement.

Task 203 Informational Materials and Mailers

ENGINEER will create the following informational items under this task:

- A sewer bill insert that will go to residents each month with updates on the project (eight (8) monthly updates included under this agreement)
- A quarterly newsletter that will go out to residents (two (2) quarterly issues included under this agreement)
- Postcard notification mailers to be used as needed for notifying residents of project progress or upcoming workshops (five (5) mailers included under this agreement)

Task 204 Adopt-A-Drain Program

ENGINEER will assist the CITY in executing the Adopt-A-Drain Program by adding content to the Project website, including informational material in the public mailers, assisting in answering public questions received on the Project website, and tracking program public involvement.

Task 205 Communication with Utilities

ENGINEER will provide for the communication with the utilities in the project areas including notification of the projects, requests for facility information, requests for clarifications, transmittal

of drawings, and email or phone communication with utilities to discuss the project. ENGINEER will send utility requests directly to the utility companies with copies of the requests to the CITY. ENGINEER will be responsible for setting up and updating a utility tracking log throughout the PROJECT, maintaining it throughout the PROJECT, and taking and distributing meeting notes and incorporating utility information into the final design of the PROJECT. ENGINEER will be responsible for providing utilities with relevant project information to facilitate with required design work for replacement or relocation of their existing infrastructure within the project area. The ENGINEER will identify one (1) person from the Project Team who will act as the singular contact throughout the PROJECT to request information from the Utilities.

Task 206 Utility Coordination Meetings (2 Meetings)

ENGINEER will conduct utility coordination meetings at 60% and 90% design stages. ENGINEER will be responsible for organizing the meetings, preparing an agenda, and preparing meeting summaries. The meeting summaries will be distributed to all meeting invitees regardless of attendance. The meeting will be held in-person on-site and will have a duration of one (1) hour. ENGINEER's Project Manager and Project Engineer shall be in attendance at the Utility Coordination Meetings.

Task 207 Utility Locates

ENGINEER will perform survey of the utility markings completed by others within the identified project areas to confirm locations and types of utilities present. Information gathered will be incorporated into the CAD and GIS plans to be provided to contractors during bidding.

TASK SERIES 300 - PERMITTING AND ROW

Task 301 Permitting

The ENGINEER will develop a final list of environmental and construction permits and clearances for each of the selected projects. The following permit needs will be evaluated, at a minimum: SWPPP, NOI, USACE 404, and sewer extension permits as required by the state of Missouri. Communication with permitting agencies needs to be done in conformance with existing CITY requirements. The CITY shall be responsible for paying required permitting fees upon submittal. The ENGINEER will prepare a Memorandum that documents project compliance with the Section 404 Nationwide Permit (NWP) activities that do not require notification to the Corps. The Memorandum will include: 1) purpose of the Memorandum, 2) project owner information, 3) project purpose and location, 4) description of the regulated activities including fill material type(s) and quantity(s), 5) project compliance with NWP and its associated general and regional conditions, 6) applicable design plan sheet(s), 7) copy of the NWP, conditions, and State Section 401 water quality certification, 8) copy of Identification or Delineation report, and 9) written correspondence with the U.S. Fish & Wildlife Service, State Historic Preservation Office and other state level agencies to determine if endangered species and/or cultural/historic resources may be adversely effected by the project.

Task 302 Temporary Easement Acquisition (25 Parcels)

ENGINEER shall develop a list of properties that may require Temporary Construction Easements for the storm sewer construction. Summarize potential properties impacted by the project on the ROW table with current property information and show locations on project area maps.

ENGINEER shall oversee acquisitions necessary for construction and provide information required. It is anticipated that up to 25 temporary construction easements will be necessary for this project. If more are required, additional costs may need to be negotiated at that time.

Task 303 Permanent Easement Acquisition (10 Parcels)

ENGINEER shall develop a list of properties that may require Permanent Sewer Easements for the storm sewer construction. Summarize potential properties impacted by the project on the ROW table with current property information and show locations on project area maps.

ENGINEER shall oversee acquisitions necessary for construction and provide information required. It is anticipated that up to 10 permanent sewer easements will be necessary for this project. If more are required, additional costs may need to be negotiated at that time.

TASK SERIES 400 - SURVEY AND GEOTECHNICAL

Task 401 Topographic Survey

ENGINEER shall collect control and topographic survey on areas identified during final design. ENGINEER will prepare a site basemap survey for the project sites, including topography, site features, property boundary, easements of record as identified on title report, and utilities as marked by One Call or identified by surface equipment. Survey will be produced in AutoCAD format for use as a base map in Civil Engineering plans. No paper survey will be produced in this task.

Task 402 Property Survey

ENGINEER shall perform research and survey of right-of-way, section corners, property pins and horizontal and vertical control. Data gathered shall be incorporated into the final design plans developed as part of this project.

Task 403 Titlework (35 Parcels)

This task shall include the following for up to 35 parcels:

1. Providing the CITY with complete title report, including current mortgage or lienholders, certificates of survey, and descriptions for tracts of land which are subjected to easements (permanent or temporary) or right-of-way acquisition. The ENGINEER shall preserve and provide to the CITY Project survey and drawing data, including its electronic forms.
2. Furnishing to the CITY one (1) set of reproducible copies of the Drawings and electronic copies of all Drawings in AutoCAD Civil3D. Electronic copies of the Drawings in AutoCAD Civil3D format shall also be provided to utilities, as needed,

to assist them in their work related to this Project. A copy of Project survey notes, including Digital Point Files, shall also be furnished to the CITY.

3. The ENGINEER shall release the aforementioned survey and drawing data for use by the CITY to update the CITY's current and future databases.

ENGINEER has assumed as part of the scope and fee for Task 403 that ENGINEER will not represent and/or appear on behalf of the CITY at any condemnation appeal hearings as part of the basic services of this Agreement. Furthermore, ENGINEER will not be required to assist the CITY at any such condemnation hearings or meetings as part of the Basic Design Duties described in this agreement.

Task 404 Utility Potholing and Geotechnical Borings

The ENGINEER will perform potholing at up to 50 locations in the project area to locate underground utilities of concern and provide access for measuring depth to utility. ENGINEER will also complete geotechnical borings at up to 12 locations to identify subsurface conditions and potential construction conflicts.

TASK SERIES 500 - MODELING AND GIS

Task 501 Focused Modeling

ENGINEER shall perform limited detailed modeling on the selected project areas if changes are made to the design beyond what has already been modeled. This may include design changes in diameters, locations, or slopes of pipes.

Task 502 GIS Updates

ENGINEER shall document line and manhole changes in a GIS database that will be delivered to the CITY at the completion of the project. Changes in diameters, materials, locations, slopes, and connectivity of lines and manholes will be documented in the database.

TASK SERIES 600 - 60% DESIGN DOCUMENTS

Task 601 Field Checks

ENGINEER shall perform field visits as necessary to verify locations of existing storm and sanitary infrastructure, gather additional measurements, and gather other information that may help with the layout of the new proposed sewers. This task allows for eight (8) hours of field work by a two-person crew. If more time is determined to be necessary to complete this task, ENGINEER will discuss with CITY and negotiate additional costs, if necessary, prior to proceeding.

Task 602 Update of Base Map

Preparing an AutoCAD Civil3D basemap which will include previously collected data and title work for up to 35 selected parcels that will be potentially impacted by easements.

a. Right-of-Way will be developed accurately as well as the 35 parcels potentially impacted. Additional lot lines and ownership names adjacent to right-of-way will be placed per CITY-provided GIS and checked for accuracy.

Task 603 60% Design Plans

Plans for rehabilitation shall be generated from the CITY's GIS data. Plans shall include CITY's orthophotography data, manhole numbers, and shall highlight manholes and mainlines to be rehabilitated. Location of service laterals shall be tabulated on the maps.

Task 604 60% Design Specifications

The ENGINEER will provide technical specifications, modified to reflect the specifics for the project, that address environmental issues associated with the project including, but not limited to, management of hazardous or contaminated wastes likely to be found onsite, permitting specification, and temporary environmental controls specification. This shall include appropriate modifications of technical specifications to address environmental issues.

Task 605 60% Design Opinion of Probable Cost

ENGINEER shall prepare an updated OPC based on the 60% Design Plans developed and comments received from the CITY of its review of the Preliminary Opinion of Probable Cost submitted.

Task 606 Construction Sequencing/Traffic Control Plans

This task shall include development of:

1. Final construction sequencing;
2. Final vehicle, bicycle, and pedestrian detour plans;
3. General notes;
4. Final quantities.

The ENGINEER will prepare construction sequencing plans consisting of drawings showing each phase of construction as well as notes indicating traffic handling during that phase. Diagrammatic detour routes without any traffic control devices will also be prepared for this submittal. This assumes traffic control will involve at least some complete closures for all phases of construction, with detours provided as necessary. No permanent signing plans will be provided. No separate streetlighting plans will be provided. Where streetlighting will be affected, equipment will be relocated or reset in place, with notes on either roadway plans or traffic control plans. Pedestrian and bicycle detours may be provided, where possible on existing infrastructure.

Task 607 Pavement Marking Plans

The ENGINEER will prepare final pavement marking drawings, including callouts and notes required for construction, as well as final quantities. Any applicable Standard Drawings or Details as developed and provided by the CITY will be included.

Task 608 Evaluate Green Infrastructure Alternatives

ENGINEER shall evaluate green infrastructure alternatives at the selected project locations. This may include, but is not limited to, consideration of detention basins, pervious pavement applications, vegetation alternatives, and water quality improvements at each construction location.

Task 609 60% Plan in Hand Walkthrough

Within 30 days of completing the 60% Construction Contract Documents up to three (3) members of ENGINEER's team and CITY shall perform a 4-hour plan in hand walk through. The purpose of the walk through is to verify and analyze the accessibility of the proposed work and to identify special conditions to be included in the contract documents. ENGINEER shall document special conditions, take photographs, and propose solutions and specifications for the CITY to review. Submit two (2) hard copies and a PDF of the special conditions, photographs, and proposed solutions and specifications for CITY review.

TASK SERIES 700 - 90% AND FINAL DOCUMENTS

Task 701 90% Design Plans

ENGINEER shall prepare and submit 90% contract documents for review by CITY. The 90% documents shall include the final plans, rehabilitation maps, and schedules for structure and mainline rehabilitation, and new structure and line construction. Incorporate review comments from CITY's review of the 60% design documents.

Task 702 90% Design Specifications

ENGINEER shall update specifications based on the 60% specifications review by CITY.

Task 703 90% Design Opinion of Probable Cost

ENGINEER shall prepare an updated OPC based on the 90% Design Plans developed and comments received from the CITY of its review of the 60% OPC submitted.

Task 704 90% Plan in Hand Walkthrough

Within 30 days of completing the 90% Construction Contract Documents up to three (3) members of ENGINEER's team and CITY shall perform a half-day plan in hand walk through. The purpose of the walk through is to verify and analyze the accessibility of the proposed work and to identify special conditions to be included in the contract documents. ENGINEER shall document special conditions, take photographs, and propose solutions and specifications for the CITY to review.

Submit two (2) hard copies and a PDF of the special conditions, photographs, and proposed solutions and specifications for CITY review.

Task 705 Final Design Plans

ENGINEER shall prepare and submit 100% bid-ready contract documents which will include final plans, rehabilitation maps, and schedules for structure and mainline rehabilitation as well as new structure and line construction. ENGINEER shall address review comments received from the CITY related to the 90% design completion submittal.

Prior to submittal of the signed and sealed Final Design Plans, the ENGINEER shall submit one (1) copy of the corrected final documents for review and acceptance by the CITY. Once approved, ENGINEER shall submit one (1) hard copy and one electronic copy of the final design plans to the CITY for their use.

Task 706 Final Specifications

ENGINEER shall prepare a set of final bid-ready project specifications including front-end bidding documents and technical specifications. Prior to submittal of the signed and sealed specifications, the ENGINEER shall submit one (1) copy of the corrected final documents for review and acceptance by the CITY. Once approved, ENGINEER shall submit one (1) hard copy and one electronic copy of the final specifications to the CITY for their use.

Task 707 Final Opinion of Probable Cost

ENGINEER shall update the final OPC to reflect items impacted by design changes or changes in market conditions, as required. The OPC shall be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope.

Task 708 Constructability/Cost Review

The ENGINEER will provide a constructability and cost review for additional quality control. This will include identifying potential cost-savings options during construction as well as potential constructability obstacles the contractor(s) will need to be made aware of.

TASK SERIES 800 - BID PHASE SERVICES

Task 801 Prepare Bidding Documents (5 Rounds of Bidding)

The ENGINEER shall prepare a set of bidding documents which will be signed and sealed by ENGINEER responsible. Bidding documents shall be uploaded to Drexel Tech for distribution to potential bidders. It is anticipated that five (5) bid packages will be prepared as part of this project.

Task 802 Attend Pre-Bid Conference (5 Pre-Bid Conferences)

In coordination with CITY Project Manager, ENGINEER's Project Manager shall prepare for and present up to five (5) in-person pre-bid meetings at a date, time and place provided by the CITY.

ENGINEER to prepare agenda and facilitate the meeting with assistance from CITY. Project advertisements will have a duration of approximately 30 days.

Task 803 Respond and Document Questions (5 Rounds of Bidding)

The ENGINEER shall Respond to questions regarding interpretation of contract drawings, specifications, and technical issues. It is anticipated that five (5) rounds of bidding will be completed as part of this project and therefore five (5) rounds of questions will be received and responded to.

Task 804 Develop Addendums (10 Addendums Anticipated)

The ENGINEER shall Assist the CITY with interpretation of the Contract Documents and develop addenda (up to 10) as required during the bid advertisement period to clarify Contract Documents. ENGINEER shall post addenda to the bid package hosting service to be distributed to plan holders.

Task 805 Review Bid Tabs and Provide Recommendations (5 Rounds of Bidding)

The ENGINEER shall:

1. Provide the bid form in MS Excel format to the CITY with the received bids reviewed and added to the bid form.
2. Consult with and advise CITY as to the acceptability of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation shall include such factors as work previously completed for the CITY, work completed for others, contractor's proposed project manager and superintendent, financial resources, technical experience, responses from references and other relevant facts. CITY shall provide one (1) copy of each bid as well as a bid tab to ENGINEER for evaluation.
3. Make written recommendation regarding the award of construction contract.

TASK SERIES 900 - STORMWATER MASTER PLAN UPDATE

Task 901 Update 2014 Stormwater Master Plan

The ENGINERER will update the existing Stormwater Master Plan developed in 2014 to reflect the following changes:

1. Projects which have already been completed or which will be completed as part of this GO Bond Final Design will be removed.
2. Projects which were evaluated and determined to be necessary as part of the GO Bond Conceptual Design Phase project but which will not be completed as part of this GO Bond Final Design project will be added to the Master Plan.
3. Conceptual level cost estimates will be developed for the newly added projects.
4. Previously identified projects' costs will be updated to 2025 dollars to reflect changes in the market and effects of inflation.

ENGINEER will develop and submit a draft Master Plan report for review by the CITY. ENGINEER will hold an in-person review meeting with CITY staff and up to two (2) staff from ENGINEER's team to go over the draft Master Plan report. This meeting shall be up to two (2) hours long and ENGINEER will prepare the meeting minutes after the meeting to document what was discussed.

IV. DELIVERABLES

The deliverables of this Conceptual Design Phase for the Stormwater GO Bond Project will include the following:

a. A final set of bidding documents which will consist of plans, specifications, and engineer's opinion of probably project cost in both digital and bound hard-copy versions.

b. A bid tabulation and recommendation of the lowest responsible bidder for up to five (5) bidding packages.

V. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above shall be classified as Optional Services. Optional Services shall not be performed, nor is the ENGINEER approved to utilize any of the allowance amount, unless the CITY provides written authorization to ENGINEER that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services shall include, but not limited to:

A. Additional assistance with easement acquisition, including but not limited to obtaining Ownership Certifications (Ownership and Encumbrance reports) and preparing legal descriptions of easements and easement exhibits, above and beyond what is already in this scope.

B. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.

C. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.

D. Field subsurface investigations, geotechnical investigations, environmental site assessments, or easement or right-of-way selection, preparation, negotiation, or acquisition work, requested or authorized by the CITY beyond those included in the Basic Scope of Services and established allowances.

E. Assistance with bid protests and re-bidding.

F. Major changes in the general scope, extent, design, or character of the project, including, but not limited to:

a. Changes in size or complexity that significantly alter timelines, deliverables, or analysis efforts;

b. CITY's project schedule, design, or character of construction;

c. Method of financing or availability of funding;

d. A change to the method of construction procurement, which is assumed to be a conventional procurement approach (i.e. design-bid-build) herein.

VI. CITY'S RESPONSIBILITIES

CITY will furnish, as required by Basic Scope of Services and not at the expense of the ENGINEER, the following items:

A. Provide available information pertinent to the assignment, including GIS data, previous reports, drawings, specifications, and any other data relative thereto. Provide said information within 14 calendar days of receipt of a written request by ENGINEER.

B. CITY's Project Manager will coordinate meetings between CITY staff and the ENGINEER.

(End of Scope of Services)

EXHIBIT "C"
FEE SCHEDULE

FIRMS	TASK TOTAL	TASK TOTAL	GBA Hourly Expenses TASK TOTAL	GBA Hourly Expenses TASK TOTAL	Principal	Senior Lead AES	PM	Associate	Project AES	Design AES	Specialist	Senior Tech	Senior AES	Field Tech 4	Senior FT	Sr Srv Spec	SPLS	2 Man Survey Crew	FT 2/ Survey Tech	Survey Tech 3	Admin. Assistant	Direct Expense	NEER Hourly Expenses TASK TOTAL	NEER Hourly Expenses TASK TOTAL	Project Manager	Project Engineer
NTP – December 1, 2024																										
Contract Time of 240 days	$	HRS	$	HRS	$305	$257	$228	$257	$181	$163	$181	$174	$208	$143	$160	$275	$175	$241	$110	$116	$110		$	HRS	$150	$125
PROJECT MANAGEMENT AND ADMINISTRATION																										
1.1 Project Management Services (8 months)	$50,131	224	$50,131	224	32	0	128	0	0	0	0	0	0	0	0	0	64	0	0	0	0	$0	$0	-	0	0
1.2 Monthly Invoicing and Project Status Reports	$5,410	32	$5,410	32	0	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	16	$0	$0	-	0	0
1.3 Quality Control	$14,496	56	$14,496	56	24	4	20	0	0	0	0	0	0	0	0	2	6	0	0	0	0	$0	$0	-	0	0
1.4 Project Kickoff Meeting	$3,167	13	$3,167	13	0	0	10	0	0	3	0	0	0	0	0	0	0	0	0	0	0	$400	$0	-	0	0
1.5 Bi-Weekly Progress Meetings (16 meetings)	$8,072	40	$8,072	40	0	0	24	0	0	16	0	0	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
1.6 Board of Aldermen Meetings (3 Meetings)	$9,403	36	$9,403	36	0	0	36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$1,200	$0	-	0	0
Task 1 Hours		401		401	56	4	234	0	0	19	0	0	0	0	0	2	70	0	0	0	16			-	0	0
Task 1 Fee	$90,679		$90,679		$17,052	$1,029	$53,317	$0	$0	$3,092	$0	$0	$0	$0	$0	$550	$12,275	$0	$0	$0	$1,764	$1,600	$0		$0	$0
TASK SERIES 200 - PUBLIC INVOLVEMENT & UTILITY COORDINATION																										
2.1 Public Meetings/Open Houses (5 Meetings)	$46,120	43	$11,120	43	0	0	30	0	0	12.5	0	0	0	0	0	0	0	0	0	0	0	$2,250	$0	-	0	0
2.2 Website for Project	$4,911	4	$911	4	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
2.3 Informational Materials and Mailers	$15,503	6	$1,253	6	0	0	5.5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
2.4 Adopt-A-Drain Program	$6,109	17	$4,109	17	0	0	9	8	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
2.5 Communication with Utilities	$7,510	42	$7,510	42	0	0	0	0	30	0	0	12	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
2.6 Utility Coordination Meetings (2 Meetings)	$4,682	18	$4,682	18	0	0	12	0	4	2	0	0	0	0	0	0	0	0	0	0	0	$900	$0	-	0	0
2.7 Utility Locates	$7,535	32	$7,535	32	0	0	0	0	0	0	0	0	0	0	0	0	8	24	0	0	0	$348	$0	-	0	0
Task 2 Hours		161		161	0	0	60.5	8	34	14.5	0	12	0	0	0	0	8	24	0	0	0			-	0	0
Task 2 Fee	$92,370		$37,120		$0	$0	$13,785	$2,058	$6,140	$2,360	$0	$2,092	$0	$0	$0	$0	$1,403	$5,784	$0	$0	$0	$3,498	$0		$0	$0
TASK SERIES 300 - PERMITTING AND ROW																										
3.1 Permitting	$15,380	64	$15,380	64	0	16	16	24	8	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
3.2 Temporary Easement Acquisition (25 Parcels)	$36,178	92	$17,428	92	0	0	0	0	0	0	0	0	0	0	0	13	79	0	0	0	0	$0	$0	-	0	0
3.3 Permanent Easement Acquisition (10 Parcels)	$14,311	36	$6,811	36	0	0	0	0	0	0	0	0	0	0	0	5	31	0	0	0	0	$0	$0	-	0	0
Task 3 Hours		192		192	0	16	16	24	8	0	0	0	0	0	0	18	110	0	0	0	0			-	0	0
Task 3 Fee	$65,869		$39,619		$0	$4,116	$3,646	$6,174	$1,445	$0	$0	$0	$0	$0	$0	$4,950	$19,289	$0	$0	$0	$0	$0	$0		$0	$0
TASK SERIES 400 - SURVEY & GEOTECHNICAL																										
4.1 Topographic Survey	$28,070	110	$28,070	110	0	0	0	0	0	0	0	0	0	0	0	0	0	110	0	0	0	$1,560	$0	-	0	0
4.2 Property Survey	$7,750	30	$7,750	30	0	0	0	0	0	0	0	0	0	0	0	0	0	30	0	0	0	$520	$0	-	0	0
4.3 Titlework (35 Parcels)	$35,546	98	$35,546	98	0	0	0	0	0	0	0	0	0	0	0	40	10	0	48	0	0	$17,500	$0	-	0	0
4.4 Utility Potholing & Geotechnical Borings	$45,989	16	$2,839	16	0	0	0	0	8	0	0	8	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
Task 4 Hours		254		254	0	0	0	0	8	0	0	8	0	0	0	40	10	140	48	0	0			-	0	0
Task 4 Fee	$117,355		$74,205		$0	$0	$0	$0	$1,445	$0	$0	$1,394	$0	$0	$0	$11,000	$1,754	$33,740	$5,292	$0	$0	$19,580	$0		$0	$0
TASK SERIES 500 - MODELING & GIS																										
5.1 Focused Modeling	$23,985	166	$3,360	16	0	0	0	8	0	8	0	0	0	0	0	0	0	0	0	0	0	$0	$20,625	150	75	75
5.2 GIS Updates	$4,771	24	$4,771	24	0	0	0	0	8	0	0	0	16	0	0	0	0	0	0	0	0	$0	$0	-	0	0
Task 5 Hours		190		40	0	0	0	8	8	8	0	0	16	0	0	0	0	0	0	0	0			150	75	75
Task 5 Fee	$28,756		$8,131		$0	$0	$0	$2,058	$1,445	$1,302	$0	$0	$3,326	$0	$0	$0	$0	$0	$0	$0	$0	$0	$20,625		$11,250	$9,375
TASK SERIES 600 - 60% DESIGN DOCUMENTS																										
6.1 Field Checks	$4,524	28	$4,524	28	0	0	0	0	4	8	0	0	0	8	8	0	0	0	0	0	0	$80	$0	-	0	0
6.2 Update of Base Map	$6,236	42	$6,236	42	0	0	0	0	0	0	0	0	0	4	0	8	0	0	0	30	0	$0	$0	-	0	0
6.3 60% Design Plans	$63,951	312	$63,951	312	8	8	8	98	0	60	0	130	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
6.4 60% Design Specifications	$59,069	292	$59,069	292	8	8	28	78	0	130	0	40	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
6.5 60% Design Opinion of Probable Cost	$16,430	84	$16,430	84	4	4	12	8	0	32	0	24	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
6.6 Construction Sequencing/Traffic Control Plans	$16,941	82	$16,941	82	0	0	32	16	0	34	0	0	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
6.7 Pavement Marking Plans	$3,503	16	$3,503	16	0	0	0	8	8	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
6.8 Evaluate Green Infrastructure Alternatives	$6,479	30	$6,479	30	0	10	10	0	0	10	0	0	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
6.9 60% Plan in Hand Walkthrough	$5,545	24	$5,545	24	0	0	11	5	0	8	0	0	0	0	0	0	0	0	0	0	0	$450	$0	-	0	0
Task 6 Hours		910		910	20	30	101	213	12	282	0	194	0	12	8	8	0	0	0	30	0			-	0	0
Task 6 Fee	$182,677		$182,677		$6,090	$7,718	$23,013	$54,794	$2,167	$45,896	$0	$33,814	$0	$1,714	$1,277	$2,200	$0	$0	$0	$3,465	$0	$530	$0		$0	$0
TASK SERIES 700 - 90% & FINAL DOCUMENTS																										
7.1 90% Design Plans	$29,805	158	$29,805	158	8	8	8	8	0	46	0	80	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
7.2 90% Design Specifications	$31,458	170	$31,458	170	8	8	8	8	0	84	0	54	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
7.3 90% Design Opinion of Probable Cost	$16,275	88	$16,275	88	4	4	4	4	0	40	0	32	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
7.4 90% Plan in Hand Walkthrough	$4,698	20	$4,698	20	0	0	8	5	0	7	0	0	0	0	0	0	0	0	0	0	0	$450	$0	-	0	0
7.5 Final Design Plans	$17,111	92	$17,111	92	4	4	4	4	0	28	0	48	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
7.6 Final Specifications	$18,182	100	$18,182	100	4	4	4	4	0	56	0	28	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
7.7 Final Opinion of Probable Cost	$10,834	60	$10,834	60	2	2	2	2	0	28	0	24	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
7.8 Constructability/Cost Review	$6,157	24	$6,157	24	8	0	0	8	0	0	0	0	8	0	0	0	0	0	0	0	0	$0	$0	-	0	0
Task 7 Hours		712		712	38	30	38	43	0	289	0	266	8	0	0	0	0	0	0	0	0			-	0	0
Task 7 Fee	$134,520		$134,520		$11,571	$7,718	$8,658	$11,062	$0	$47,035	$0	$46,364	$1,663	$0	$0	$0	$0	$0	$0	$0	$0	$450	$0		$0	$0
TASK SERIES 800 - BID PHASE SERVICES																										
8.1 Prepare Bidding Documents (5 Rounds of Bidding)	$6,741	40	$6,741	40	0	0	0	0	0	20	0	20	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
8.2 Attend PreBid Conference (5 PreBid Conferences)	$15,304	63	$15,304	63	0	0	22.5	15	0	25	0	0	0	0	0	0	0	0	0	0	0	$2,250	$0	-	0	0
8.3 Respond and Document Questions (5 Rounds of Bidding)	$12,275	50	$12,275	50	0	0	20	30	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
8.4 Develop Addendums (10 Addendums Anticipated)	$10,841	45	$10,841	45	0	0	25	20	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
8.5 Review Bid Tabs and Provide Recommendation (5 Rounds of Bidding)	$10,448	50	$10,448	50	0	0	30	0	0	0	20	0	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
Task 8 Hours		248		248	0	0	97.5	65	0	45	20	20	0	0	0	0	0	0	0	0	0			-	0	0
Task 8 Fee	$55,608		$55,608		$0	$0	$22,215	$16,721	$0	$7,324	$3,612	$3,486	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,250	$0		$0	$0
TASK SERIES 900 - STORMWATER MASTER PLAN UPDATE																										
9.1 Update 2014 Stormwater Master Plan	$49,230	266	$49,230	266	0	0	16	44	0	142	0	64	0	0	0	0	0	0	0	0	0	$0	$0	-	0	0
Task 9 Hours		266		266	0	0	16	44	0	142	0	64	0	0	0	0	0	0	0	0	0			-	0	0
Task 9 Fee	$49,230		$49,230		$0	$0	$3,646	$11,319	$0	$23,111	$0	$11,155	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		$0	$0
TOTAL LABOR HOURS		3,334		3,184	114	80	563	405	70	800	20	564	24	12	8	68	198	164	48	30	16			150	75	75
TOTAL FEE	$817,064		$671,789		$34,713	$20,580	$128,280	$104,186	$12,642	$130,119	$3,612	$98,305	$4,990	$1,714	$1,277	$18,700	$34,719	$39,524	$5,292	$3,465	$1,764	$27,908	$20,625		$11,250	$9,375

FIRMS	GBA Direct Expenses (Total)	GBA Mileage ($/mi) $1	Survey Equipment ($/day) $500	RTK GPS ($/day) $60	Shockey Consulting Direct Expenses (Total)	Public Meetings ($/ea) $7,000.00	Website (LS) $4,000	Sewer Bill Inserts ($/ea) $500	Quarterly Newsletter ($/ea) $1,750	Postcard Mailers ($/ea) $1,500	Allen Skeenz Direct Expenses (Total)	Easement Acquisition ($/ea) $750.00	UtilaSafe Direct Expenses (Total)	Road Potholes ($/ea) $675.00	Grass Potholes ($/ea) $475.00	UES Direct Expenses (Total)	Geotech Borings ($/ea) $1,200.00
PROJECT MANAGEMENT AND ADMINISTRATION																	
1.1 Project Management Services (8 months)	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
1.2 Monthly Invoicing and Project Status Reports	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
1.3 Quality Control	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
1.4 Project Kickoff Meeting	$400	400	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
1.5 Bi-Weekly Progress Meetings (16 meetings)	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
1.6 Board of Aldermen Meetings (3 Meetings)	$1,200	1,200	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
Task 1 Hours		1,600	0	0		0	0	0	0	0		0		0	0		0
Task 1 Fee	$1,600	$1,600	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TASK SERIES 200 - PUBLIC INVOLVEMENT & UTILITY COORDINATION																	
2.1 Public Meetings/Open Houses (5 Meetings)	$2,250	2,250	0	0	$35,000	5	0	0	0	0	$0	0	$0	0	0	$0	0
2.2 Website for Project	$0	0	0	0	$4,000	0	1	0	0	0	$0	0	$0	0	0	$0	0
2.3 Informational Materials and Mailers	$0	0	0	0	$14,250	0	0	3	3	5	$0	0	$0	0	0	$0	0
2.4 Adopt-A-Drain Program	$0	0	0	0	$2,000	0	0.5	0	0	0	$0	0	$0	0	0	$0	0
2.5 Communication with Utilities	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
2.6 Utility Coordination Meetings (2 Meetings)	$900	900	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
2.7 Utility Locates	$348	168	0	3	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
Task 2 Hours		3,318	0	3		5	2	3	3	5		0		0	0		0
Task 2 Fee	$3,498	$3,318	$0	$180	$55,250	$35,000	$6,000	$1,500	$5,250	$7,500	$0	$0	$0	$0	$0	$0	$0
TASK SERIES 300 - PERMITTING AND ROW																	
3.1 Permitting	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
3.2 Temporary Easement Acquisition (25 Parcels)	$0	0	0	0	$0	0	0	0	0	0	$18,750	25	$0	0	0	$0	0
3.3 Permanent Easement Acquisition (10 Parcels)	$0	0	0	0	$0	0	0	0	0	0	$7,500	10	$0	0	0	$0	0
Task 3 Hours		0	0	0		0	0	0	0	0		35		0	0		0
Task 3 Fee	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$26,250	$26,250	$0	$0	$0	$0	$0
TASK SERIES 400 - SURVEY & GEOTECHNICAL																	
4.1 Topographic Survey	$1,560	840	0	12	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
4.2 Property Survey	$520	280	0	4	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
4.3 Titlework (35 Parcels)	$17,500	0	35	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
4.4 Utility Potholing & Geotechnical Borings	$0	0	0	0	$0	0	0	0	0	0	$0	0	$28,750	25	25	$14,400	12
Task 4 Hours		1,120	35	16		0	0	0	0	0		0		25	25		12
Task 4 Fee	$19,580	$1,120	$17,500	$960	$0	$0	$0	$0	$0	$0	$0	$0	$28,750	$16,875	$11,875	$14,400	$14,400
TASK SERIES 500 - MODELING & GIS																	
5.1 Focused Modeling	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
5.2 GIS Updates	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
Task 5 Hours		0	0	0		0	0	0	0	0		0		0	0		0
Task 5 Fee	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TASK SERIES 600 - 60% DESIGN DOCUMENTS																	
6.1 Field Checks	$80	80	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
6.2 Update of Base Map	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
6.3 60% Design Plans	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
6.4 60% Design Specifications	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
6.5 60% Design Opinion of Probable Cost	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
6.6 Construction Sequencing/Traffic Control Plans	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
6.7 Pavement Marking Plans	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
6.8 Evaluate Green Infrastructure Alternatives	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
6.9 60% Plan in Hand Walkthrough	$450	450	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
Task 6 Hours		530	0	0		0	0	0	0	0		0		0	0		0
Task 6 Fee	$530	$530	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TASK SERIES 700 - 90% & FINAL DOCUMENTS																	
7.1 90% Design Plans	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
7.2 90% Design Specifications	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
7.3 90% Design Opinion of Probable Cost	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
7.4 90% Plan in Hand Walkthrough	$450	450	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
7.5 Final Design Plans	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
7.6 Final Specifications	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
7.7 Final Opinion of Probable Cost	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
7.8 Constructability/Cost Review	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
Task 7 Hours		450	0	0		0	0	0	0	0		0		0	0		0
Task 7 Fee	$450	$450	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TASK SERIES 800 - BID PHASE SERVICES																	
8.1 Prepare Bidding Documents (5 Rounds of Bidding)	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
8.2 Attend PreBid Conference (5 PreBid Conferences)	$2,250	2,250	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
8.3 Respond and Document Questions (5 Rounds of Bidding)	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
8.4 Develop Addendums (10 Addendums Anticipated)	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
8.5 Review Bid Tabs and Provide Recommendation (5 Rounds of Bidding)	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
Task 8 Hours		2,250	0	0		0	0	0	0	0		0		0	0		0
Task 8 Fee	$2,250	$2,250	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TASK SERIES 900 - STORMWATER MASTER PLAN UPDATE																	
9.1 Update 2014 Stormwater Master Plan	$0	0	0	0	$0	0	0	0	0	0	$0	0	$0	0	0	$0	0
Task 9 Hours		0	0	0		0	0	0	0	0		0		0	0		0
Task 9 Fee	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL LABOR HOURS		75	35	19		5	2	3	3	5		35		25	25		12
TOTAL FEE	$27,908	$9,268	$17,500	$1,140	$55,250	$35,000	$6,000	$1,500	$5,250	$7,500	$26,250	$26,250	$28,750	$16,875	$11,875	$14,400	$14,400

SUMMARY BY FIRM

	$	HRS	% TOTAL $	% TOTAL HRS
GBA	$671,789	3,183.5	82.2%	95.5%
Shockey Consulting	$55,250		6.8%	
NEER	$20,625	150.0	2.5%	4.5%
Allen Skeenz	$26,250		3.2%	
UtilaSafe	$28,750		3.5%	
UES	$14,400		1.8%	
TOTAL LABOR HOURS		3,333.5		100.0%
TOTAL FEE	$817,064		94.7%	

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 11/20/2024

MEETING DATE: December 3, 2024

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution

SUBJECT/REQUEST

R-3671-24: ARPA Fund Transfer in the Amount of $604,503.68 for the 2024-2025 Budget.

BACKGROUND/JUSTIFICATION

On August 20, 2024, Damon Hodges, City Administrator, updated the Board of Alderman on the American Rescue Plan Act (ARPA) funding. In addition, Damon Hodges explained which projects were going to utilize the ARPA funding. This resolution is a continuation of the allocation of funding for the specified projects discussed on the August 20, 2024, meeting. In order to utilize this funding, a budget transfer needs to occur to fund the specified projects. This budget transfer only addresses the projects being brought forth today. Public Works is making the request of $604,503.68 to be transferred from the ARPA account and distributed to Capital Sales Tax Fund in the amount of $604,503.68.

The $604,503.68 ARPA funding will fund the following projects: Demolition and Building of the Police Department Annex Building, and the Construction Oversight of the Police Annex Building.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Budget Transfer	City of Raytown
Amount of Request:	$604,503.68
ARPA Current Balance	$604,503.68
From Account Name	General Revenue

From Account Number	101-00-00-100-59951
Amount	$604,503.68
To Account Name	Capital Sales Tax Fund
To Account Number	401-00-00-100-49999
Amount	$604,503.68

REVIEWED BY

Robinson Camp
John Bales
Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso 2024-2025 Budget Amendment-Public Works Project-ARPA Funds

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

RESOLUTION NO.: R-3671-24

A RESOLUTION AMENDING THE FISCAL YEAR 2024-2025 BUDGET RELATED TO A PUBLIC WORKS PROJECT UTILIZING AMERICAN RESCUE PLAN ACT FUNDS

WHEREAS, pursuant to Resolution R-3636-24, the Fiscal Year 2024-2025 Budget was approved; and

WHEREAS, it is necessary to amend the Fiscal Year 2024-2025 Budget; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to amend the Fiscal Year 2024-2025 Budget;

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

THAT the Fiscal Year 2024-2025 budget approved by Resolution R-3636-24 is hereby amended as follows:

Transfer From:	**Transfer To:**
101-00-00-100-59951	401-00-00-100-49999
$604,503.68	$604,503.68

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of December, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 11/20/2024

MEETING DATE: December 3, 2024

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution

SUBJECT/REQUEST

R-3672-24: Authorization to approve an agreement with Royal Construction Inc. for demolition and construction of the Police Department Annex Building at a cost not to exceed $549,980.00.

BACKGROUND/JUSTIFICATION

Staff used our on-call architecture group SFS Architecture as well as Navigate Building Solutions to develop a better plan for our Police Department Annex Building. During the redesign of the Police Department Annex Building, Navigate Building Solutions trimmed down the construction costs for a more reasonable construction cost. Due to the reduction, the Police Department was able to acquire storage shelving, and Community Development was able to have water for minimal pet storage in the building.

The Public Works Department received 5 sealed bids that were opened on Wednesday, November 13, 2024. Royal Construction is the lowest, responsive, responsible bidder with a total Bid of $443,000.00 with alternative bids of storage shelving of $64,000.00, and humidifier of $7,000.00 and is being recommended for approval. Staff is requesting purchasing authority of an additional 7% contingency = $35,980. $443,000.00 + $64,000.00 + $7,000.00 + $35,980.00 = $549,980.00.

CONTRACTOR	BASE BID	DAYS	ALT. 1	ALT. 2	ALT. 3	ALT. 4
Royal Construction Services	$ 443,000.00	135	$ 64,000.00	$ 0.00	$ 7,000.00	-$ 28,000.00
Monarch Build LLC	$ 487,431.00	100	$ 68,205.00	$ 0.00	$ 5,222.00	-$ 41,613.00
Civic Elite Contracting, Inc.	$ 490,212.00	150	$ 65,300.00	$ 23,452.00	$ 8,026.00	-$ 34,193.00
Septagon Construction Company	$ 550,707.00	160	$ 56,082.00	$19,500.00	$ 5,000.00	-$ 26,335.00
Harmon Construction	$ 553,765.00	150	$ 61,812.00	$ 0.00	$ 6,833.00	-$ 38,798.00

NOTE:
Alternate 1: Storage Shelving

Alternate 2: Construction Manager on sight
Alternate 3: Humidifier
Alternate 4: Water & Sewer to the building deduct

This work will consist of demolishing the old Police Department Annex Building and replacing it with a new 1,250 square foot building with rollable shelves, a storage area for Community Development with water and sewer for temporary animal containment.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

Special Sales Tax Review Committee approved funding on November 26, 2024.

FINANCIAL IMPACT

Contractor:	Royal Construction
Amount of Request/Contract:	$549,980.00
Amount Budgeted:	$0.00
From Account Name	Capital Sales Tax Fund - Capital Expenditures
From Account Number	205-00-00-100-57000
Amount	$549,980.00

REVIEWED BY

Robinson Camp
John Bales
Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Police Department Annex Building Demolition-Royal Construction 2024-2025
2. Bid Tabulation Spreadsheet - Police Department Annex Building
3. Bid Recommendation Letter - Police Department Annex Building
4. Police Department Annex Building

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		On File
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:		On File
Other:		

RESOLUTION NO.: R-3672-24

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH ROYAL CONSTRUCTION SERVICES FOR THE POLICE DEPARTMENT ANNEX BUILDING DEMOLITION AND CONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED $549,980.00 FOR FISCAL YEAR 2024-2025

WHEREAS, the City of Raytown (the "City") issued a invitation to bid on its Police Department Annex Building Demolition and Construction Project; and

WHEREAS, the Public Works Department received five (5) bids in response to the invitation and has determined that the bid submitted by Royal Construction Services in the amount of $443,000.00 for the Police Department Annex Building Demolition and Construction Project was the most advantageous bid received; and

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

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Royal Construction Services for the Police Department Annex Building Demolition and Construction including shelving and a humidifier in the amount of $514,000.00; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional $35,980.00 to fund any changes in the project for a total project amount not to exceed $549,980.00; and

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

THAT the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Royal Construction Services attached hereto as Exhibit "A" and incorporated herein, for the Police Department Annex Building Demolition and Construction Project including shelving and a humidifier, in the amount of $514,000.00 for fiscal year 2024-2025, is hereby authorized and approved; and

FURTHER THAT the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional $35,980.00 to fund any changes in the project for a total project amount not to exceed $549,980.00; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of December, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

Project: Raytown Evidence Storage Building
Bid Date: 11/13/24 2:00PM

BIDDER	BID BOND	ADDENDA'S 1-2	Calendar Days	BASE BID (Including P&P & Maintenance Bond) ($)	ALTERNATE #1 (Storage Systems) ($)	ALTERNATE #2 (Full Time Supervision) ($)	ALTERNATE #3 (Dehumidification Unit) ($)	Alternate #4 (Water/Sewer) ($)	BASE + ALTERNATES 1-3 ($)
Royal Construction	x	x	**135**	$ 443,000.00	$ 64,000.00	$ -	$ 7,000.00	$ (28,000.00)	$ 514,000.00
Monarch	x	X	**100**	$ 487,431.00	$ 68,205.00	$ -	$ 5,222.00	$ (41,613.00)	$ 560,858.00
Civic Elite Contracting Corp.	x	x	**150**	$ 490,212.00	$ 65,300.00	$ 23,452.00	$ 8,026.00	$ (34,193.00)	$ 586,990.00
Harmon Construction	x	x	**150**	$ 553,795.00	$ 61,812.00	$ -	$ 6,833.00	$ (38,798.00)	$ 622,440.00
Septagon Construction	x	x	**160**	$ 550,707.00	$ 56,082.00	$ 19,500.00	$ 5,000.00	$ (26,335.00)	$ 631,289.00
Notes:									

TO: CITY OF RAYTOWN

FROM: LEE ANN LIVENGOOD, PROJECT MANAGER

SUBJECT: RAYTOWN EVIDENCE STORAGE BUILDING

DATE: NOVEMBER 20TH, 2024

CC: TODD SWEENEY, CO-FOUNDER

The City of Raytown solicited bids for the Police Evidence Storage Building on Oct. 24th, 2024. Notice of bids were sent to a local construction plan room and general contractors in the area. A pre-bid conference was held on site on October 31st, 2024.

Bids were received on November 13th, 2024, at 2pm. A total of five (5) sealed bids were received at Raytown City Hall. The Raytown Public Works team, Navigate Building Solutions, and SFS Architects, performed a preliminary evaluation of the bid and recommended a pre-award conference be held with the two (2) low bidders.

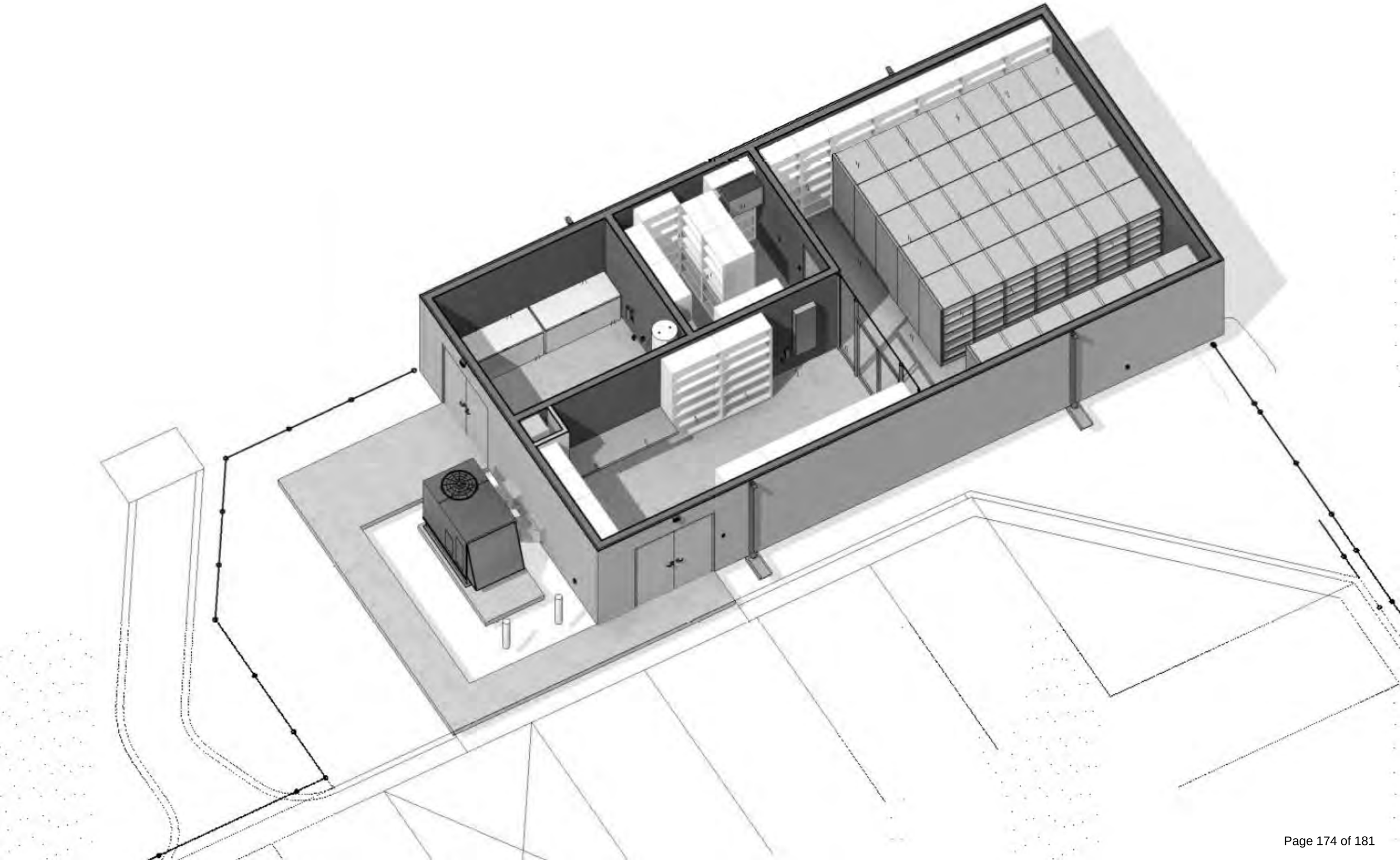
On November 15th, 2024, pre-award conferences were conducted with Monarch and Royal Construction. From those conferences and based on the evaluation of the bids, Royal Construction was identified as the most qualified responsive bidder.

Additionally, the bidders were asked to price three (3) alternates on the project to be considered if the base bids were received under budget. Given that the base bid was received within budget, the following alternates are being submitted for approval in addition to the base bid.

Alternate 1 – Storage Systems
Alternate 2 – Full Time Supervision
Alternate 3 – Dehumidification Unit

Based on the information above, the Board is being asked to award the General Contracting package for the Police Evidence Storage project to Royal Construction in the amount of $514,000 which includes the recommended alternates.

Additionally, the Board is being asked to approve a 7% project contingency, in the amount of $35,980.



CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 11/20/2024

MEETING DATE: December 3, 2024

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution

SUBJECT/REQUEST

R-3673-24: Authorization to approve an agreement with Navigate Building Solutions for construction oversight for the Police Department Annex Building at a cost not to exceed $40,150.00.

BACKGROUND/JUSTIFICATION

Navigate Building Solutions helped oversee the redesign of the Police Evidence Building. Navigate Building Solutions fully understands the design, the design requirements for construction, and what is required for building installation of this building. They will work with Public Works to oversee construction of the new Police Department Annex Building as well as cover some of the soft costs associated with the project.

Public Works Department is recommending approval of the contract with Navigate Building Solutions for construction oversight and acquire some soft costs for the construction of the Police Department Annex Building in an amount not to exceed $40,150.00.

RECOMMENDED MOTION

Staff recommends approval as submitted

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

Special Sales Tax Review Committee approved funding on November 26, 2024.

FINANCIAL IMPACT

Contractor:	Navigate Building Solutions
Amount of Request/Contract:	$40,150.00
From Account Name	Capital Sales Tax Fund - Capital Expenditures
From Account Number	205-00-00-100-57000

Amount	$40,150.00

REVIEWED BY

Robinson Camp
John Bales
Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Police Department Annex Building Demolition-Navigate Building Solutions
2. Navigate Building Solutions Contract

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		On File
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)		N / A
Bid/RFP/RFQ Tabulation:		N / A
Bid Waiver: Sole source or less than three bids		N / A
Contractor address and email:		On FIle
Project Exemption Certificate needed:		On File
Other:	X	Contract

RESOLUTION NO.: R-3673-24

A RESOLUTION AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH NAVIGATE BUILDING SOLUTIONS FOR CONSTRUCTION OVERSIGHT OF THE POLICE DEPARTMENT ANNEX BUILDING PROJECT IN AN AMOUNT NOT TO EXCEED $40,150.00 FOR FISCAL YEAR 2024-2025

WHEREAS, the City of Raytown ("City") desires to engage the professional services of Navigate Building Solutions for Construction Oversight of the Police Department Annex Building Project; and

WHEREAS, the Scope of Basic Services to be provided by Navigate Building Solutions as described in the Professional Services Agreement are set forth in the attached Exhibit "A", and the time periods for the performance of specific services in the contract are stipulated therein; and

WHEREAS, funds for such purposes are budgeted from the Capital Sales Tax and such expenditure is recommended by the Special Sales Tax Review Committee as being consistent with voter intent at their November 26, 2024 meeting; and

WHEREAS, the City desires to enter into an agreement with Navigate Building Solutions for Construction Oversight related to such improvements; and

WHEREAS, the Board of Aldermen find that it is in the best interest of the citizens of the City of Raytown to enter into an agreement with Navigate Building Solutions for Construction Oversight of the Police Department Annex Building Project in an amount not to exceed $40,150.00 for fiscal year 2024-2025.

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

THAT a Professional Services Agreement with Navigate Building Solutions for Construction Oversight of the Police Department Annex Building Project in an amount not to exceed $40,150.00 for fiscal year 2024-2025 in substantially the same form as attached hereto as Exhibit "A" and incorporated herein, is hereby authorized and approved; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 3rd day of December, 2024.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

Owner Representative, Professional Services Agreement

Agreement:

Professional Services Agreement made between The City of Raytown, Missouri and Navigate Building Solutions dated October 30, 2024.

Project:

Police Evidence Building – Phase 3, Construction Oversight

Duration:

The Construction Phase duration starts with the Owner/Contractor Contract authorization and shall extend one month beyond Substantial Completion. This Agreement is based upon a construction duration of five (5) months.

Scope of Work:

1.0 Construction Phase Services

- 1.1 After the Owner awards the Project construction contract and before the Contractor commences work on the site
  - 1.1.1 Conduct a pre-mobilization conference with the awarded contractor and review their proposed schedule, temporary Project facilities, equipment, materials and services during construction and the assignment of responsibilities relating to the same.
  - 1.1.2 Assist the Owner in the preparation of all necessary site logistics plans, traffic flow diagrams and plans for the performance of the applicable work as a result of the review and coordination of the contractor's implementation plan, showing the use of designated roadways, the closing of any parking areas and/or sidewalks, and the re-routing of any traffic.
- 1.2 File vendor insurance certificates and surety bonds.
- 1.3 Represent the Owner in its communications with the Architect, Contractor, and Consultant(s); schedule, attend, conduct and record Owner/Architect/Contractor progress meetings, regular on-site meetings to review construction progress and pay requests and to provide appropriate recommendations to the Owner concerning the Owner's decisions on construction matters, including, where necessary, alternative designs or materials; and coordinate, review and advise the Owner concerning, change orders, submittals, and requests for information.
- 1.4 Manage the processing of change orders, (i) advise Owner concerning the change orders necessity and recommended cost of change orders, and (ii) negotiate, on Owner's behalf, all change orders with Contractor. The final Project Budget and/or Project Schedule, as applicable, will be revised to reflect approved change orders.
- 1.5 Perform Biweekly Quality Control Inspections and provide PROCURE based field management report to the Owner.
- 1.6 Prepare one-page monthly executive "dashboard" for use with project update reports to the Board of Aldermen.
- 1.7 Review applications for payment by the Contractor and make written recommendations to the Owner concerning the payment.
- 1.8 Direct the Contractor (and others, where appropriate) to prepare and update a critical path schedule for completion of the applicable work. In the event of delays impacting the critical path schedule, NAVIGATE shall make recommendations to Owner for corrective action by the Contractor and review the Contractor's recommendations for corrective action.
- 1.9 Coordinate the Architect's review and approval of shop drawings, product data and other submittals by the Contractor.
- 1.10 Enforce the Contractor's contract to maintain a daily log containing the number of workers, equipment, work accomplished, daily weather, problems encountered and other relevant data

as the Owner may require. Review these daily and recommend courses of action to the Owner when Owner or NAVIGATE becomes aware that requirements of any Project construction contract are not being fulfilled, or when Contractor falls behind in its schedule; shall communicate recommendations, as directed by the Owner, to Contractor on behalf of the Owner; shall monitor Contractor's performance of such recommendations; and shall report Contractor's progress to the Owner on at least a monthly basis.

1.11 Notify the Owner in writing, with photos and supporting documentation if NAVIGATE becomes aware that the work of Contractor is not being performed in accordance with the requirements of the Contract Documents. As appropriate, NAVIGATE shall have authority, with written authorization from the Owner, to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is covered, installed or completed. NAVIGATE shall review any and all test reports and notify the Owner, the Architect and the Contractor, as appropriate, of deficiencies in the work of which NAVIGATE becomes aware and shall advise the Owner of projected consequences of such default and shall make recommendations to Owner with respect thereto. With the written authorization of the Owner, the NAVIGATE shall reject work that does not conform to the requirements of the applicable Contract Documents.

1.12 Advise the Owner concerning the procurement of building materials by the Contractor regarding budget and schedule implications.

1.13 Attend the on-site review of the Project to confirm substantial and final completion of the construction of the Project and notify Owner when NAVIGATE believes the work under a Project construction contract is substantially complete and that a punch list should be prepared.

1.14 Coordinate with the Architect in its review of the work to enable the Architect to determine the date of substantial completion. At the substantial completion by Contractor of the work, monitor the Architect in its inspection of the work and preparation of a detailed "punch list" specifying any items which require completion, installation, correction or repair. NAVIGATE will consult with the Owner and/or Architect in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate.

1.15 Obtain from Contractor record drawings or, if required by the applicable Project construction contract, "as-built" drawings, as construction completes.

1.16 Together with the Architect and Owner, NAVIGATE shall monitor and observe the testing and start-up of all utilities, systems and equipment for the Project and review test reports.

1.17 Complete the final close-out of the Project by (i) obtaining, or causing the Contractor to obtain, all government approvals required for the legal use and occupancy of the Project, (ii) obtaining all warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the Project construction contracts, (iii) obtaining all affidavits, waivers, and releases the Contractors are required to provide pursuant to the Project construction contacts to achieve final completion of the Project, and/or (iv) representing Owner at meetings and/or inspections scheduled by Owner and held to resolve problems relating to design, physical condition or operation of the Project to seek enforcement of warranties.

COMPENSATION

For Basic Scope of Services, NAVIGATE shall be compensated a lump sum fee of $6,430 per month for five months and a total of $32,150.

Anticipated staffing, per month, includes:

PM	10 HRS/WK,	40 HR/MO	@$149.52/HR
Document Manager	01 HRS/WK,	04 HR/MO	@$ 77.36/HR
Estimator		01 HR/MO	@$140.86/HR

EXPENSES
NAVIGATE shall be paid for direct expenses (plus a 15% markup) to purchase and install the following items.

1.0 Miscellaneous Office Chairs and Technology (audio video) Equipment. – Allowance $8,000

TOTAL COMPENSATION and EXPENSES
The total compensation with expenses shall not exceed $40,150

OWNER'S RESPONSIBILITIES
NAVIGATE is not acting as a licensed design professional, insurance representative, construction contractor, auditor or legal counsel. As such, the Owner shall retain all professional consultants required for the Project. Owner's Representative does not assume any responsibility for design errors/omissions or work performed by the licensed professionals and/or contractors contracted by the Owner.

The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

NAVIGATE makes no representations, warranties or promises of any kind with regard to whether or not the Project is eligible for receipt of incentives, grants, reimbursements or any other kind of monetary relief or assistance from any federal, state, local or other governmental agency. NAVIGATE shall be paid for its services regardless of whether the Owner receives any such assistance.

INSURANCE
Owner's Representative shall provide insurance with the coverage stated below.

- Commercial General Liability Insurance: $2,000,000 for all claims arising out of a single accident or occurrence and $1,000,000 for anyone person in a single accident or occurrence.
- Workers compensation Insurance: Per State Statutory Requirements
- Automobile Liability Insurance: $1,000,000 for all claims arising out of a single accident or occurrence and $1,000,000 for anyone person in a single accident or occurrence.
- Professional Liability Insurance: $3,000,000 for each claim.
- Umbrella Liability Insurance: $3,000,000 for each occurrence and aggregate.

CLAIMS AND DISPUTES
NAVIGATE and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation unless waived by the parties. The parties shall share the mediator's fee and any filing fees equally. Mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or members shall be subject to personal liability, or damages arising out of or connected in any way to the Project or this Agreement.

To the maximum extent permitted by law, NAVIGATE's liability for OWNER's damages will not, in the aggregate, exceed the value of the contract. This article takes precedence over any conflicting article of this AGREEMENT, or any document incorporated into it or referenced by it. This limitation of liability will

apply whether NAVIGATE's liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include NAVIGATE's officers, affiliated corporations, employees, and subcontractors.

NAVIGATE shall indemnify, defend and hold harmless the Owner, together with its elected officials, employees, agents, architects and engineers, and authorized representatives, from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of NAVIGATE, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of the Contract. Owner shall indemnify, defend and hold NAVIGATE harmless from and against any and all costs, damages and expenses (including attorney fees) that are incurred by NAVIGATE as a result of, or in connection with or relating to Owner's negligence or breach of any provision of this Agreement. NAVIGATE and Owner indemnity and hold harmless obligations shall apply to the fullest extent permitted by law.

TERMINATION OR SUSPENSION
Either party may terminate this Agreement upon not less than fourteen days' written notice. In the event of termination not the fault of NAVIGATE, NAVIGATE shall be compensated for services performed prior to termination.

MISCELLANEOUS PROVISIONS
Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or NAVIGATE.

Unless otherwise required in this Agreement, NAVIGATE shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

NAVIGATE shall from time to time provide estimates of the Project costs. Any such estimate shall be viewed as a projected cost and not a guaranteed cost.

NAVIGATE shall have the right to include photographic or artistic representations of the design of the Project among NAVIGATE's promotional and professional materials.

NAVIGATE shall not be responsible for the construction means, methods, techniques, sequences or procedures of the contractors, subcontractors or anyone else working on the Project. Other than for NAVIGATES's own employees, NAVIGATE shall not be responsible for construction jobsite safety and health and is not administering, monitoring or enforcing any safety programs for the Project.

Any disputes between parties shall be governed by Missouri Law.

OWNER ***(Signature)*** Date	Member 11-20-24 Date
Name: _____	Name: Todd Sweeney
City of Raytown, Missouri	NAVIGATE Building Solutions, LLC