TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
JULY 15, 2025
REGULAR SESSION NO. 7
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.
AND
ONLINE ZOOM WEBINAR

ZOOM.US/JOIN
WEBINAR ID: 875 7929 5320
PASSCODE: 003383

Invocation/Pledge of Allegiance
Roll Call
Public Comments

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.

1a. Approval of the July 1, 2025 Board of Aldermen meeting minutes.

REGULAR AGENDA

OLD BUSINESS

2. **SECOND READING: Bill No. 6694-25, Section IV-A: AN ORDINANCE** AUTHORIZING AND APPROVING A CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE KANSAS CITY AREA TRANSPORTATION AUTHORITY AND THE CITY OF RAYTOWN, MISSOURI FOR IRIS (ZTRIP) FLEX TRANSPORTATION SERVICE IN AN AMOUNT NOT TO EXCEED $112,000.00. Point of Contact: Missy Wilson, Economic Development Administrator.

NEW BUSINESS

3. **R-3724-25: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT WITH ADS ENVIRONMENTAL SERVICES IN AN AMOUNT NOT TO EXCEED $24,700.00 FOR FISCAL YEAR 2024-2025. Point of Contact: Robinson Camp, Public Works Director.

4. **R-3725-25: A RESOLUTION** AMENDING THE FISCAL YEAR 2024-2025 BUDGET RELATED TO PERSONNEL-SEVERANCE PAYMENT IN AN AMOUNT NOT TO EXCEED $67,724.26. Point of Contact: Diane Egger, City Administrator.

5. **R-3726-25: A RESOLUTION** AMENDING THE FISCAL YEAR 2024-2025 BUDGET RELATED TO THE AUGUST 5, 2025 SPECIAL ELECTION. Point of Contact: Diane Egger, City Administrator.

COMMUNICATIONS

6. **Communication from the Mayor**
7. **Communication from the City Administrator**
8. **Communication from the Board of Aldermen**

ADJOURNMENT

MINUTES
RAYTOWN BOARD OF ALDERMEN
JULY 1, 2025
REGULAR SESSION NO. 6
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.
AND
ONLINE ZOOM WEBINAR

Mayor Michael McDonough called the July 1, 2025, Board of Aldermen Regular Meeting to order at 7:02 p.m. Jason Sneddon, of Community KC Church, provided the invocation and led the pledge of allegiance.

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

Present: Alderman Greg Walters, Alderman Theresa Tush, Alderman Loretha Hayden, Alderman Jim Aziere, Alderman Janet Emerson, Alderman Theresa Garza, Alderman Josh Morales, Alderman Bonnaye Mims, Alderman Diane Krizek

Absent: None

Public Comments

Nelson Randolph, 5201 Sterling

Morris Melloy, 5816 Manning

Comments from the Mayor

Mayor McDonough spoke on recent events and City business.

Comments from the City Administrator

Diane Egger, City Administrator, provided an update on the City's current projects and plans.

Committee Reports

A committee report was shared by Alderman Garza.

STUDY SESSION

1. Special Sales Tax Review Committee Report Card FY23-24
Michael Graham, Finance Director

The item was presented by Michael Graham, Finance Director.

2. Mid-Year Financial Presentation
Michael Graham, Finance Director

The item was presented by Michael Graham, Finance Director.

LEGISLATIVE SESSION

3. 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.

3a. Approval of the Minutes from the June 17, 2025 Board of Aldermen meeting

3b. R-3722-25: A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF RALPH MONACO TO THE POLICE OFFICERS' RETIREMENT FUND BOARD OF TRUSTEES. Point of Contact: Teresa Henry, City Clerk.

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

Ayes: Aldermen Aziere, Garza, Mims, Tush, Krizek, Emerson, Hayden, Morales, Walters
Nays: None

REGULAR AGENDA

OLD BUSINESS

4. SECOND READING: Bill No. 6692-25, Section V-A: AN ORDINANCE AUTHORIZING AND APPROVING A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL FOR FUNDING PHASE TWO OF THE LITTLE BLUE RIVER WATERSHED FEASIBILITY STUDY IN AN AMOUNT NOT TO EXCEED $20,885.00. Point of Contact: Robinson Camp, Public Works Director.

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

Robinson Camp, Public Works Director, presented the item.

Alderman Hayden, seconded by Alderman Aziere, made a motion to adopt. The motion was approved by a vote of 8-1.

Ayes: Aldermen Hayden, Aziere, Mims, Tush, Krizek, Emerson, Morales, Garza
Nays: Alderman Walters

Became ordinance 5784-25.

5. SECOND READING: Bill No. 6693-25, Section V-A: AN ORDINANCE AUTHORIZING AND APPROVING A SURFACE TRANSPORTATION BLOCK GRANT PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR 53rd STREET ROCK ISLAND TRAIL CONNECTION IN RAYTOWN, MISSOURI. 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 Walters, seconded by Alderman Krizek, made a motion to adopt. The motion was approved by a vote of 9-0.

Ayes: Aldermen Walters, Krizek, Garza, Hayden, Morales, Mims, Emerson, Aziere, Tush
Nays: None

Became ordinance 5785-25.

DRAFT

NEW BUSINESS

6. **FIRST READING: Bill No. 6694-25, Section IV-A: AN ORDINANCE** AUTHORIZING AND APPROVING A CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE KANSAS CITY AREA TRANSPORTATION AUTHORITY AND THE CITY OF RAYTOWN, MISSOURI FOR IRIS (ZTRIP) FLEX TRANSPORTATION SERVICE IN AN AMOUNT NOT TO EXCEED $112,000.00. Point of Contact: Missy Wilson, Economic Development Administrator.

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

Missy Wilson, Economic Development Administrator, presented the item along with Bryce Shields, of the KCATA.

7. **FIRST READING: Bill No. 6695-25, Section IV-A: AN ORDINANCE** ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS IN THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Teresa Henry, City Clerk.

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

Teresa Henry, City Clerk, presented the item.

Alderman Emerson, seconded by Alderman Garza, made a motion to suspend the rules and hold an immediate second reading. The motion was approved by a vote of 9-0.

Ayes: Aldermen Emerson, Garza, Krizek, Aziere, Tush, Mims, Morales, Walters, Hayden
Nays: None

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

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

Ayes: Aldermen Morales, Hayden, Emerson, Walters, Garza, Tush, Aziere, Krizek, Mims
Nays: None

Became ordinance 5786-25.

8. **R-3723-25: A RESOLUTION** AMENDING FISCAL YEAR 2024-2025 BUDGET TO REALLOCATE VARIOUS EXPENDITURES BETWEEN DESIGNATED FUNDS. 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.

Ayes: Aldermen Mims, Emerson, Morales, Tush, Krizek, Hayden, Aziere, Walters, Garza
Nays: None

Communication from the Board

Comments were shared by Alderman Aziere.

CLOSED SESSION

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

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

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

Alderman Aziere, seconded by Alderman Hayden, made a motion to go into Closed Session. The motion was approved by a vote of 9-0.

Ayes: Aldermen Aziere, Hayden, Morales, Tush, Krizek, Mims, Emerson, Walters, Garza
Nays: None

The meeting went into Closed Session at 8:05 p.m.

Alderman Tush, seconded by Alderman Mims, made a motion to adjourn the Closed Session and return to Open Session. The motion was approved by a majority of those present

The Closed Session adjourned at 9:23 p.m.

ADJOURNMENT

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

The meeting adjourned at 9:25 p.m.

_____

Teresa M Henry, City Clerk, MRCC

DRAFT

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 07/07/2025

MEETING DATE: July 15, 2025

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Ordinance

SUBJECT/REQUEST

SECOND READING: Bill No. 6694-25, Section IV-A: Authorizing and Approving a Contract for Transit Services with the Kansas City Area Transportation Authority utilizing the IRIS (zTRIP) Transit Service.

BACKGROUND/JUSTIFICATION

A sound, efficient and viable public transportation system is essential to the socio-economic well-being of the Kansas City Area Transportation District, including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas. The KCATA is a public agency authorized by law to plan, own, operate, have, and generally deal with public transportation systems and facilities in the District.

The City of Raytown desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens. KCATA provides the IRIS (zTRIP) Flex Transportation Service to expand access to public transportation to surrounding communities within the Kansas City region, in areas underserved by transit; as well as to create, deploy and operate an innovative mobility system that maximizes transit accessibility through dynamic, on-demand flex transit service. Currently, IRIS is available in Kansas City, MO, Gladstone, Liberty, and Riverside, Missouri.

The IRIS service is an on-demand transportation solution with a service from 6 a.m. to 10 p.m., seven days a week. The service includes para-transit services. The contract is for a fourteen-month agreement with the IRIS (zTrip) program effective beginning July 1, 2025 through August 31, 2026, for $8,000 monthly. This fee entitles the partner to up to four hundred (400) trips originating within the community during that month. Trips originating in the community beyond the four hundred (400) included in the monthly minimum shall be billed at a rate of $20.00 per additional trip. At the end of each calendar month, the total number of trips originating in the community shall be calculated. If the number of trips exceeds 400, the community shall be invoiced for the overage based on the $20.00 per-trip rate. If the total number of trips does not exceed 400, no additional charges shall apply beyond the $8,000 minimum. During the fourteen-month agreement, trips within the boundaries of the City of Raytown will have a fare of $0. Trips leaving or coming from borders outside Raytown will follow the IRIS pricing structure within Kansas City, MO, Gladstone, Liberty, and Riverside, Missouri. The KCATA will retain all fare revenues.

WHC (zTrip) contracts with KCATA to provide IRIS transportation services in the Kansas City region. WHC (zTrip) has been servicing the Kansas City region since 1987 with trained, professional and courteous drivers; branded, clean and safe vehicles; with ADA-Compliant operators and vehicles.

The goals of the IRIS (zTrip) service are to expand access to public transportation within KCMO and surrounding communities in areas currently underserved by transit; and to create, deploy and operate an innovative mobility system that maximizes transit accessibility by incorporating dynamic, on-demand flex service to complement traditional transit services. Data will continue to be gathered during the fourteen-month agreement and such data will be used to evaluate the future IRIS (zTrip) service for the City of Raytown, if approved by the Board of Aldermen.

Riders can schedule trips through the "IRIS" App (RideCo, Inc.), which can be downloaded for free on Apple iOS and GooglePlay. The "IRIS" App enables riders to make on-demand and pre-scheduled ride reservations. Riders can pay electronically through the "IRIS" App. Riders not using smartphones can also call a traditional customer service center to schedule an IRIS (zTRip) ride, and arrange payment methods at that time.

Summary IRIS Program:

- Daily on-demand transportation service from 6 a.m. to 10 p.m. seven days per week.
- Trips within the boundaries of the City of Raytown will have a fare set by the Raytown Board of Aldermen.
- Trips leaving or coming from borders outside Raytown will follow the IRIS pricing structure within Kansas City; Gladstone; Liberty and Riverside, MO.
- All fare revenues will be retained by KCATA.
- WHC (zTrip) contracts with KCATA to provide IRIS transportation services in the Kansas City region.
- The IRIS (zTrip) on-demand transportation program includes para-transit services.

RECOMMENDED MOTION

Authorize and approve the City Administrator to execute a fourteen-month contract for IRIS (ZTrip) flex transit services by and between KCATA and the CIty of Raytown, Missouri, for the term of July 1, 2025 to August 31, 2026, in the amount not to exceed $32,000.00 in FY' 25 and $80,000 in FY' 26 and establish in the ridership fare for IRIS services in the City of Raytown shall be $0.00 for the term of the contract.

PREVIOUS ACTION

The Board of Aldermen approved ordinance 5763-24.

COMMISSION/COMMITTEE REVIEW

The Sales Tax Citizens Review Committee

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	$112, 000 over fourteen months (FY" 25- $32,000 and to be budgeted in FY' 26- $80,000)
Amount Budgeted:	$129,150 (Contract from November 1, 2024- June 30, 2025 =$56,000) Remaining Funds Available in FY' 25 $73,000
From Account Name and #:	Amount: 204-00-00-100-53999 $112,000.00
To Account Name and #:	Amount:

REVIEWED BY

Teresa Henry
Michael Graham
Jennifer Baird
Diane Egger
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Ord KCATA 2024-2025
2. Raytown IRIS Agreement 07012025

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

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

BILL NO. 6694-25 ORDINANCE NO._____ SECTION NO. V-A

AN ORDINANCE AUTHORIZING AND APPROVING A CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE KANSAS CITY AREA TRANSPORTATION AUTHORITY AND THE CITY OF RAYTOWN, MISSOURI FOR IRIS (ZTRIP) FLEX TRANSPORTATION SERVICE IN AN AMOUNT NOT TO EXCEED $112,000.00

WHEREAS, the City of Raytown (the "City") is a city of the fourth class, with the authority pursuant to Chapter 70 of the Revised Statutes of the State of Missouri to enter into agreements with other political subdivisions; and

WHEREAS, the Kansas City Area Transportation Authority ("KCATA") is a body corporate and politic and a political subdivision of the states of Missouri and Kansas with the authority to enter into agreements with other political subdivisions; and

WHEREAS, a sound, efficient and viable public transportation system is essential to the socioeconomic well being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the City desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

WHEREAS, the goals of IRIS (zTRIP) Flex Transportation Service is to provide expanded access to public transportation to surrounding communities within the Kansas City region, in areas underserved by transit; as well as to create, deploy and operate an innovative mobility system that maximizes transit accessibility through dynamic, on-demand flex transit service; and

WHEREAS, the parties wish to enter into this Contract setting forth the terms and conditions of providing and receiving IRIS (zTRIP) Flex Transportation Service; and

WHEREAS, IRIS (zTRIP) Flex Transportation Service provides a daily demand responsive service from 6 AM to 11 PM. Trips within the boundaries of the City of Raytown will have a fare of $0. Trips leaving or coming from borders outside of Raytown will follow the IRIS pricing structure within Kansas City, MO and fare revenues will be retained by KCATA; and

WHEREAS, the City of Raytown desires to enter into a Contract for Transit Services by and between the Kansas City Area Transportation Authority and the City of Raytown, Missouri, attached hereto as Exhibit "A" and incorporated herein by reference for IRIS (zTRIP) Flex Transportation Service, in an amount not to exceed $112,00.00.

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

SECTION 1 - APPROVAL OF CONTRACT. That the Contract for Transit Services by and between the Kansas City Area Transportation Authority and the City of Raytown, Missouri, attached hereto as Exhibit "A" and incorporated herein by reference for IRIS (zTRIP) Flex Transportation Service, in an amount not to exceed $112,00.00 is hereby authorized and approved.

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

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

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

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 15th day of July, 2025.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

COMMUNITY TRANSPORTATION SERVICE AGREEMENT

This Contract is entered into this ___ day of _____, 2025, by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as "KCATA"), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas, and **RAYTOWN, MISSOURI**, a Missouri municipality (hereinafter referred to as "Partner").

WITNESSETH:

WHEREAS, a sound, efficient and viable public transportation system is essential to the socio-economic wellbeing of the Kansas City Area Transportation District ("**District**"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas;

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, and maintain public transportation systems and services in the district;

WHEREAS, Raytown, Missouri desires to promote the convenience, comfort, prosperity, and general welfare of its residents, employees, constituents, or customers through access to KCATA services;

WHEREAS Raytown requests access to IRIS transportation services operated by KCATA through its third-party service provider WHC (zTRIP) Flex Transportation Service.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

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1. Service Provision

KCATA shall provide IRIS transportation services (hereinafter "Contract Service") as generally set forth in **Attachment A – Scope of Services**, for the period beginning **July 1, 2025 Date** and ending **August 31, 2026**.

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2. Service Adjustments

The level of service as outlined in Attachment A may not be reduced or modified without the mutual consent of both parties. Requests for service increases shall trigger negotiations for revised pricing and contract terms based on current market rates.

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3. Payment Terms

Partner agrees to the following cost structure:

a. **Monthly Minimum Fee**
   Partner shall pay a minimum monthly fee of $8,000. This fee entitles the partner to up to four hundred (400) trips originating within the community during that month.
b. **Per-Trip Fee**
   Trips originating in the community beyond the four hundred (400) included in the monthly minimum shall be billed at a rate of $20.00 per additional trip.
c. **Monthly Billing**
   At the end of each calendar month, the total number of trips originating in the community shall be calculated. If the number of trips exceeds 400, the community shall be invoiced for the overage based on the $20.00 per-trip rate. If the total number of trips does not exceed 400, no additional charges shall apply beyond the $8,000 minimum.
d. **Definition of Originating Trip**
   For purposes of this agreement, a trip shall be considered to "originate" in a community if the initial pickup location falls within the geographical boundaries of that community.

KCATA shall invoice Raytown, Missouri at the beginning of each month for the prior month's service. Payment is due within thirty (30) days.

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4. Termination

a. Termination for Convenience:

Either party may terminate this agreement, in whole or in part, with sixty (60) days written notice. KCATA shall be entitled to payment for services rendered up to the date of termination.

b. Termination for Default:

In the event of material non-performance, including failure to deliver services or remit payment, either party may terminate this Contract by providing written notice specifying

the nature of the default. The defaulting party shall have fifteen (15) days to cure the breach before termination becomes effective.

c. Immediate Termination by KCATA:
Notwithstanding the above, KCATA reserves the right to terminate this agreement immediately, with or without cause, upon written notice to the Partner. In such event, KCATA shall be entitled to payment for services performed up to the effective date of termination.

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5. Federal Transit Administration (FTA) Compliance

As federal funds or resources may be used, the following clauses apply:

- **No Federal Government Obligation to Third Parties**
- **Program Fraud and False Statements** (31 U.S.C. §3801–3812)
- **Civil Rights** (Title VI, EEO, ADA compliance)
- **Disadvantaged Business Enterprise (DBE)** (49 CFR Part 26)
- **Debarment and Suspension** (2 CFR Part 180)
- **Buy America** (where applicable)
- **Lobbying Certification** (Byrd Amendment)

All parties shall comply with federal and state rules and maintain appropriate records subject to audit.

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6. Record Retention and Audits

KCATA and Partner shall retain financial and service records for a period of three (3) years following contract expiration or termination. Records shall be made available for audit or inspection by authorized representatives.

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7. General Provisions

a. This contract shall benefit and bind the successors and permitted assigns of both parties.

b. This contract may be executed in counterparts and via electronic means.
c. This agreement constitutes the entire understanding of the parties and supersedes all prior oral or written agreements.
d. All modifications shall be made in writing and signed by both parties.
e. Any provisions which by nature extend beyond termination shall survive.
f. Any required consents shall not be unreasonably withheld or delayed.

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8. Governing Law

This Contract shall be governed by the laws of the **State of Missouri**, and any legal action shall be brought in the **Circuit Court of Jackson County, Missouri**.

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9. Notices

All notices under this Agreement shall be delivered to the following:

If to KCATA:
Director of Mobility Services
Kansas City Area Transportation Authority
1200 East 18th Street
Kansas City, MO 64108

If to City of Raytown
Diane Egger, City Administrator
City of Raytown
City Hall
10000 E. 59th Street
Raytown, MO 64133
816-737-6003

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

KCATA

By: _____

Name:

Title:

ATTEST:

By: _____

Witness

City of Raytown, Missouri

By: _____

Diane Egger, City Administrator

ATTEST:

By: _____

Teresa Henry, City Clerk

Attachments:

- **Attachment A:** FTA Clauses (if necessary, as standalone)
- **Attachment B:** Scope of Services

ATTACHMENT "A"

Essential FTA Clauses for Community Service Contracts

Clause	When Required	Purpose
No Federal Government Obligation to Third Parties	All contracts	Clarifies that the federal government is not a party to the contract.
Program Fraud and False or Fraudulent Statements and Related Acts (31 U.S.C. §§ 3801–3812)	All contracts	Requires compliance with federal fraud laws.
Access to Records and Reports (49 U.S.C. § 5325)	Contracts over $100,000	Grants FTA and other oversight agencies access to project-related records.
Federal Changes Clause	All contracts	Requires compliance with changes in federal requirements.
Termination (for Convenience and for Default)	Contracts over $10,000	Specifies procedures for ending the contract early.
Civil Rights Requirements (Title VI, EEO, ADA)	All contracts	Prohibits discrimination based on race, color, national origin, sex, age, or disability.
Disadvantaged Business Enterprise (DBE) (49 CFR Part 26)	All contracts with sub-contracting potential	Encourages DBE participation and compliance with federal goals.
Debarment and Suspension (2 CFR Part 180)	Contracts over $25,000	Requires that contractors and subcontractors are not excluded from federal programs.
Incorporation of FTA Terms	All contracts	Ensures FTA provisions flow down into sub-agreements.

Clause	When Required	Purpose
Lobbying Restrictions (Byrd Anti-Lobbying Amendment)	Contracts over $100,000	Prohibits use of federal funds for lobbying; requires certification.

ATTACHMENT "B"

CITY OF RAYTOWN, MISSOURI CONTRACT SERVICE

IRIS will provide daily demand-responsive transportation service from 6:00 AM to 10:00 PM. Trips that originate and terminate within the boundaries of the City of Raytown will be fare-free ($0). For trips that either begin or end outside the city limits of Raytown, the standard IRIS fare structure applicable within Kansas City, MO will apply. All fare revenue collected through this service will be retained by the Kansas City Area Transportation Authority (KCATA).

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 06/23/2025

MEETING DATE: July 15, 2025

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution

SUBJECT/REQUEST

R-3724-25: Board of Aldermen approval of a contract with ADS LLC for Sanitary Sewer Sensor Maintenance and Rain Gauge Maintenance.

BACKGROUND/JUSTIFICATION

ADS Environmental Services (ADS) submitted a proposal to provide the necessary services required to conduct a flow monitoring site of the City's sewer system. More specifically, the scope of this project includes providing professional services, equipment, quarterly service of the City's wastewater flow monitoring network, and delivering data for one (1) year. A brief summary of this work includes the quarterly operations and maintenance, PRISM advanced analytics tools, and data delivery via API for:

Area Velocity Flow Meter	Qty = 7	Quarterly Field Services
Level-Only Meter	Qty = 0	n/a
Rain Gauge Meter	Qty = 3	Quarterly Field Services

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

Original ADS equipment installation and maintenance agreement was authorized at the Jan 18, 2022 BOA meeting.

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	ADS LLC
Account Name	Sanitary Sewer Fund - Repairs & Maintenance
Account Number	501-62-00-100-53600

Amount	$24,700.00

REVIEWED BY

Robinson Camp
Michael Graham
Jennifer Baird
Diane Egger
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso ADS Professional Services Agreement 2025
2. ADS Agreement

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)		n/a
Bid/RFP/RFQ Tabulation:		n/a
Bid Waiver: Sole source or less than three bids		Continuation of service
Contractor address and email:		340 The Bridge Street, Suite 204, Huntsville, Alabama 35806
Project Exemption Certificate needed:		n/a
Other:		ADS Agreement

RESOLUTION NO.: R-3724-25

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH ADS ENVIRONMENTAL SERVICES IN AN AMOUNT NOT TO EXCEED $24,700.00 FOR FISCAL YEAR 2024-2025

WHEREAS, the City desires to engage the services of ADS Environmental Services to provide professional services, equipment, quarterly service of our wastewater flow monitoring network, and deliver data for one (1) year; and

WHEREAS, the Scope of Work to be provided by ADS Environmental Services is set forth in the attached proposal; and

WHEREAS, the expense for such services falls within Section 2.1 Purchasing Policy that states competitive bids are not required when goods are not available on the open market; and

WHEREAS, the Board of Aldermen find that it is in the best interest of the citizens of the City of Raytown that the City enter into an agreement with ADS Environmental Services to provide professional services, equipment, quarterly service of our wastewater flow monitoring network, and deliver data for one (1) year in an amount not to exceed $24,700.00 for Fiscal Year 2024-2025 for such purposes.

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

THAT an agreement by and between the City of Raytown, Missouri and ADS Environmental Services to provide professional services, equipment, quarterly service of our wastewater flow monitoring network, and deliver data for one (1) year in an amount not to exceed $24,700.00 for Fiscal Year 2024-2025 for such purposes, is hereby approved; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 15th day of July, 2025.

_____
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

_____
Teresa M. Henry, City Clerk

_____
Jennifer M. Baird, City Attorney

ADS LLC
EQUIPMENT AND/OR PROFESSIONAL OR TECHNICAL SERVICES AGREEMENT

The Parties named below hereby agree to be bound to the following terms and conditions and in accordance with the Exhibits attached to and incorporated herein to this Agreement.

ADS LLC: 340 The Bridge Street, Suite 204, Huntsville, Alabama 35806

By: _____ Printed Name: Tony Yang

Title: Director of Finance Date: 5-21-25

CLIENT: City of Raytown, MO

Address: 10000 E. 59th Street, Raytown, MO 64133

By: _____ Printed Name: _____

Title: _____ Date: _____

NOW THEREFORE, the Parties, agreeing to be legally bound, hereby agree as follows:

ARTICLE 1 –RESPONSIBILITIES OF THE PARTIES

1.01 ADS

A. ADS shall provide the Services set forth herein and in the ADS Proposal dated 4-21-25 attached hereto and incorporated herein as Exhibit A.

B. The standard of care for all services performed or furnished by ADS under this Agreement will be the care and skill ordinarily used by members of ADS' profession practicing under similar circumstances at the same time and in the same locality. ADS makes no warranties, express or implied, under this Agreement or otherwise, in connection with ADS' services, except as provided in section 4.03.

1.02 Client

A. Client shall have the responsibilities set forth herein and in Exhibit A.

1.03 Orders and Specifications

A. All orders placed with ADS for equipment must be in writing, signed, contain definitive prices, delivery dates, quantities and complete descriptions of products being purchased. Specifications applicable to items sold hereunder shall be those furnished by ADS, or those furnished by Client and agreed to in writing by ADS.

ARTICLE 2 - PRICING, PAYMENT AND INVOICES

2.01 Pricing

A. Price quotations, unless otherwise stated, shall automatically expire thirty (30) days from the date issued and may be cancelled or amended within said period upon written notice to Client.

B. The prices set forth in Exhibit A are subject to being adjusted due to extraordinary market conditions. As used herein, "extraordinary market conditions" means any increase in the cost of materials caused by changes in the market or for any other reason that is outside of ADS' control such as tariffs, surcharges, increased logistics costs and fluctuations in currency and raw materials, which results in a price increase of the prices set forth in a contract, quote, purchase order or order acknowledgement.

2.02 Payment

A. Client shall pay ADS in accordance with the schedule set forth in Exhibit A.

2.03 Invoices

A. Invoices will be prepared in accordance with ADS' standard invoicing practices, unless otherwise stated in Exhibit A. Invoices are due and payable within thirty (30) days after the date they are issued by ADS. If Client fails to make any payment due ADS for services and/or reimbursable expenses within thirty (30) days after issuance of ADS' invoice, the amounts due ADS will be increased at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law) from said thirtieth day. ADS reserves the right to establish and/or change the credit and payment terms extended to Client, including but not limited to requiring pre-payment or Irrevocable Letter of Credit, when in ADS' sole opinion Client's financial condition or previous payment record warrants such action. Furthermore, on delinquent accounts, ADS may divert shipments or reschedule deliveries of products on unfilled orders. All invoices shall be payable in U.S. Funds, drawn on a U.S. Bank. For sales outside of the United States, payment shall be at sight of shipping documents against an Irrevocable Letter of Credit which is satisfactory to ADS in its sole discretion.

ARTICLE 3 – TERMINATION

3.01 Termination

A. *For Cause*

1. The obligation to provide further services under this Agreement may be terminated by either party for cause upon thirty (30) days written notice in the event of a substantial failure by either party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the Party receiving such notice begins, within seven (7) days of receipt of such notice, to

correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof.

2. In the event of termination by ADS for cause, ADS will be entitled to invoice Client and will be paid for all services rendered and all reimbursable expenses incurred through the effective date of termination.

B. *For Convenience*

1. Either party may terminate this Agreement for its convenience upon sixty (60) days written notice to the other party. If this Agreement is terminated by the Client for its convenience, ADS shall be paid a reasonable amount for expenses directly attributable to termination, both before and after the effective date of termination, including, but not limited to demobilization expenses and costs associated with terminating subcontract agreements.

ARTICLE 4 - GENERAL CONSIDERATIONS

4.01 Remedies

A. In the event (a) Client defaults in the payment of any monies due to ADS hereunder beyond the tenth (10th) day after the same is due or (b) Client files or suffers a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee or makes an assignment for the benefit of creditors or enters into an arrangement with creditors and Client fails to secure a discharge thereof within thirty (30) days, then in any such event ADS may at its option do any or all of the following: (i) collect from Client a service charge on all monies due; (ii) terminate the sale; (iii) whether or not this sale is terminated, take immediate possession of any or all of the equipment wherever situated and for such purpose enter upon any premises without liability for so doing; and (iv) sell, dispose of, hold, use or lease all or any of the equipment as ADS in its sole discretion may decide without any duty or account to Client. Client shall in any event remain fully liable for damages as provided by law and for all costs and expenses incurred by ADS on account of such default including all court costs and reasonable attorney's fees. The rights afforded ADS under this paragraph shall not be deemed to be exclusive but shall be in addition to the rights or remedies provided by law.

4.02 Delivery, Title and Risk of Loss

A. Title and risk of loss of items sold hereunder shall pass to the Client upon delivery of the items by ADS to a public carrier (FOB shipping point). In no event shall ADS be liable for any delay in delivery or assume any liability in connection with shipment, nor shall the carrier be deemed an agent of ADS. Insurance associated with goods during transit shall be Client's responsibility. All products shall be deemed accepted upon Client's confirmation or within three (3) days of date of delivery, whichever occurs first.

4.03 Warranty, Returns, Alterations to Equipment

A. All new products manufactured by ADS will be free from defects in material and workmanship for up to one (1) year following the date of shipment from ADS, except that ADS ECHO™ monitors will be free from defects in material and workmanship for two (2) years following date of shipment from ADS. During this warranty period, upon satisfactory proof of a defect, the product may be returned for repair or replacement, at ADS' sole option. Warranty repairs and replacements will be performed only by ADS or its authorized representative. Any unauthorized repair or replacement, use, installation or incorporation of unauthorized parts or accessories, including without limitation opening up a monitor, will void this product warranty. Warranty for ADS products covers repair or replacement, at the discretion of ADS, if the product is found to be defective due to faulty materials, workmanship, or function within the warranty period and will not extend the original product warranty period. No product may be returned without ADS permission and authorization. This warranty is available to the Client as the original purchaser of the product and only if it has been installed, operated, and maintained in accordance with ADS' standards. This warranty does not apply to damage by catastrophes of nature, fire, explosion, acts of God (including, but not limited to, lightning damage and power surges), accidents, improper use or service, damage during transportation, or other similar causes beyond ADS' control. ADS expressly disclaims any and all implied warranties, including, but not limited to any warranty for fitness for a particular purpose. The cost of shipping the equipment from Client's facility back to ADS shall be paid by the Client.

Tony Yang

B. To the extent allowed by law, ADS hereby expressly excludes any warranty for design defect. While products manufactured by ADS are designed and manufactured to meet published specifications, ADS may from time to time improve products currently in the market. However, purchased hardware manufactured to a previous design will be replaced or upgraded at ADS' discretion.

C. Authorization must be obtained from ADS prior to return of any items, including those for repair. Client's right to repair or replacement is governed by the items in this Article 4.03. Issuance of credit for returned items shall be made at ADS' discretion upon Client's request. All returns accepted by ADS may be subject to a restocking fee.

D. It is understood and agreed that any modification or alteration to purchased equipment by Client, other than that specifically authorized by this Agreement or by ADS, shall VOID AND NULLIFY, in its entirety, all warranty conditions as set forth herein.

4.04 Use of Documents

A. If required, ADS shall provide Client with a printed hard copy of the deliverable agreed upon in Exhibit A. All other deliverables shall be in the appropriate electronic media format.

B. Client agrees that it will perform acceptance tests or procedures on electronic files within thirty (30) days of receipt of same, after which the Client shall be deemed to have accepted the data thus transferred. Any errors detected within the thirty (30)-day acceptance period will be corrected by ADS.

C. Any reuse or modification of the Documents without written verification or adaptation by ADS, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to ADS or to ADS' Subcontractors. **To the extent permitted by law**, Client shall indemnify and hold harmless ADS and ADS' Subcontractors from all claims, damages, losses, and expenses, including attorneys' fees arising out of such use.

4.05 Changes, Modifications and/or Amendments

A. All changes, modifications and/or amendments to this Agreement or Exhibit A hereto shall be made in writing and shall be signed by both Parties.

4.06 Insurance

A. During the term of this Agreement, ADS shall at all times procure and maintain at a minimum the following insurance coverage:

General Liability $2,000,000 CSL and annual aggregate
Automobile Liability $2,000,000 CSL and annual aggregate Workers Compensation as required by statute

ADS will provide Evidence of Insurance upon request.

4.07 Controlling Law, Venue and Dispute Resolution

A. The Parties shall endeavor to resolve any disputes through informal negotiations between the Parties. If the dispute cannot be resolved within sixty (60) days after first notice of the dispute, for sales within the United States, the Parties agree that the dispute may be submitted to the court of competent jurisdiction in the county in which the work under this Agreement was performed, or in an alternative location upon agreement of the Parties. For sales outside of the United States the validity, construction, and performance of this Agreement shall be governed by the laws of the State of Alabama without regard to conflicts of laws, rules or principles. Venue shall be in the Circuit Court of Madison County, Alabama. The United Nations Convention on Contracts for the International Sales of Goods is hereby expressly excluded from application to this Agreement.

B. THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT.

C. In the event of any dispute and/or legal action arising from an interpretation and/or the performance of any of the provisions of this Agreement, the Parties hereby agree that the prevailing Party shall be awarded reasonable attorney's fees and costs, including but not limited to, the cost of paralegals, accountants and attorney's fees and costs of appellate proceedings, if applicable.

4.08 Export Compliance

A. These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

4.09 Government Indemnity

A. Purchase Orders placed hereunder containing a notation that the material is intended for use under a government contract shall be subject to the then current Government provisions referenced thereon in attachments thereto. However, prior to Client responding to a bid or RFP, Client bid response or proposal to RFP will be submitted to ADS and all clauses and regulatory requirements required to "flow-down" to subcontractors from a U.S. Government prime contract shall be reviewed, noted as to acceptance or rejection of clauses and mutually agreed to in writing by Client and ADS on an individual basis.

4.10 Successors, Assigns, and Beneficiaries

A. Neither party shall assign this Agreement without the prior written consent of the other, which shall not be unreasonably withheld, except that without securing such prior consent either party shall have the right to assign this Agreement, and all obligations hereunder, to any successor by way of merger or consolidation or the acquisition of all or substantially all of the business and assets of the party relating to the subject matter of these terms. This right shall be retained provided that such successor shall expressly assume all of the obligations and liabilities of the assigning party under the Agreement. Any assignment in violation of this paragraph shall be void. The terms and conditions of this Agreement shall be binding upon and enforceable by the successor and permanent assign of the assigning party.

B. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and ADS and not for the benefit of any other third Party.

4.11 Limitation of Liability

A. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ADS, OR ANY OF ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR PARENT CORPORATIONS, BE LIABLE TO ANY PERSON, FIRM OR ENTITY, INCLUDING, BUT NOT LIMITED TO CLIENT, FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE AND/OR LOST SAVINGS, EVEN IF CLIENT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE OR IF SAME WERE REASONABLY FORESEEABLE. ADS' LIABILITY, IS LIMITED TO THE ACTUAL DAMAGES PROVEN UP TO THE OVERALL VALUE OF THE CONTRACT.

4.12 Force Majeure

A. Neither Client nor ADS shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other Party which could not reasonably have been anticipated or prevented. Force Majeure shall include, but not be limited to, unusually severe weather, floods, power outages, epidemics, quarantine restrictions, war, acts of terrorism, riots, strikes, lockouts, exercise of police power, condemnation or eminent domain. The foregoing shall not give rise to any claims or damages or be considered a waiver by either Party of the obligations of this Agreement.

4.13 Acceptance Testing

A. The successful execution of the ADS standard test procedures for final test and checkout shall constitute Client acceptance testing of all products under this Agreement. Client may witness ADS-manufactured equipment acceptance testing on

a non-interference basis upon thirty (30) days advance written request to ADS.

4.14 Engineering Changes

A. ADS reserves the right to make progress and design changes in standard product items ordered without prior approval or notification to Client.

4.15 Cancellation

A. ADS may at its option, cancel an order in the event, (a) Client's payments are in default or Client breaches any material provision hereto; (b) substantial changes in raw materials occur; (c) causes beyond ADS' reasonable control as specified in Article 4.08 (Force Majeure); (d) Client becomes insolvent or a petition of bankruptcy is filed.

4.16 Taxes

A. Client shall be responsible for payment of all applicable sales, use or other taxes whether local, state, or federal, which are chargeable in connection with the sale of the items hereunder unless specifically provided for otherwise in writing.

4.17 Confidentiality and Non-disclosure

A. Both Parties acknowledge that, in the course of performing this Agreement, certain employees, agents or representatives may be exposed to or acquire information which is proprietary or confidential. Such proprietary and confidential information may include without limitation information related to research, development, designs, plans, reports, investigations, materials, data, pricing, trade secrets, customer lists, salaries, or business information ("Confidential and Proprietary Information").

B. Both Parties agree to hold each other's Proprietary and Confidential Information in strict confidence and not to make each other's Proprietary and Confidential Information available in any form to any third party, **except as may be required to be disclosed pursuant to the Missouri Sunshine law (Chapter 610, RSo)**,or to use each other's Proprietary and Confidential Information for any other purpose than for the performance of work under the implementation of this Agreement.

Tony Yang

4.18 EEO Statement

A. It is the policy of ADS to recruit, hire, train, compensate, promote, discipline, and otherwise treat its employees and applicants without regard or consideration for the individual's race, color, religious creed, sex, age, national origin, ancestry, mental or physical disability, marital status, citizenship status or any other reason prohibited by law. In addition, ADS is committed to fully complying with all applicable laws and regulations regarding the Americans with Disabilities Act of 1990, Title VII of the Civil Rights Act, and the Vietnam Era Veterans Readjustment Assistance Act and applicable Federal, State, and Local regulations. ADS also provides equal employment opportunity in all employment practices to qualified applicants and employees without regard to disability.

4.19 Notices

A. Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

4.20 Survival

A. All express representations, indemnifications, limitations of liability, and assurances of confidentiality included in this Agreement shall survive its completion or termination for any reason.

4.21 Severability

A. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and ADS, 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.

4.22 Waiver

A. Non-enforcement of any provision by either Party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

4.23 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

4.24 Entire Agreement

A. This Agreement constitutes the entire agreement between the Parties and exclusive statement of the terms between the Parties with respect to equipment sold and services to be performed hereunder. The Exhibits referenced in this Agreement and the specifications and drawings referenced therein are a part of this Agreement with the same force and effect as if fully set forth herein. No alteration, modification, or amendment of any of the provisions hereof shall be binding unless in writing and signed by duly Authorized Representatives of the Parties. In the event of an inconsistency between the terms, conditions, and provision of this Agreement and those of Client's purchase order, then in accordance with the usage of trade, Client's assent to the terms and conditions herein shall be conclusively presumed from Client's failure to reasonably object in writing and from Client's acceptance of all or any part of the material and/or services ordered.

Exhibit A

PROPOSAL

ADS Proposal dated 4-21-25 containing the agreed upon scope of work, compensation and Party responsibilities are attached hereto and incorporated as if fully set forth herein.

ADS Environmental Services
3405 Hollenberg Drive
Bridgeton, MO 63044

PROPOSAL

Flow Monitoring: Field Services for Operations and Maintenance:
City of Raytown, MO

2025

Statement of Experience / *Drawing upon over four decades of experience and thousands of flow and level assessment projects, we tailor our product recommendations to meet your most challenging projects and provide the right level of services to match your budget and resources.*

Prepared for:

Robinson Camp

City of Raytown, MO
10000 E. 59th Street
Raytown, MO 64133
robinsonc@raytown.mo.us

Proposal Issued

4/21/2025

Proposal valid till:

8/1/2025

COVER LETTER

City of Raytown, MO
10000 E. 59th Street
Raytown, MO 64133

4/21/2025

Dear Mr. Camp,

ADS Environmental Services (ADS) is pleased to submit this proposal for your review to provide flow monitoring hardware, quarterly field services for operations and maintenance, and data delivery for your project. By selecting ADS, you are choosing an experienced and reputable company with over 40 years of experience in flow monitoring manufacturing and providing field services for our clients. ADS has all the necessary equipment and staff to complete this project as requested and will be using experienced staff who have a proven track record for performing similar work in the area.

We have outlined in this proposal, a summary scope of work, equipment details, field services, and our data & software capabilities as a base cost for the study. Any of the details of this proposal can be discussed and refined to best meet the overall objectives of the project. We stand committed to provide a high level of service and professionalism on your project. If you have any questions or comments, please feel free to contact us directly.

Sincerely,

Matt Eichkorn
Key Account Manager

(256) 679-1605
meichkorn@idexcorp.com
3405 Hollenberg Drive
Bridgeton, MO 63044

PROJECT SUMMARY

The scope of this project includes providing professional services, equipment, quarterly service of your wastewater flow monitoring network, and delivering data for one (1) year. ADS will provide the necessary services required to conduct a flow monitoring site O&M as discussed with the City of Raytown, MO. A brief summary of this work includes the quarterly operations and maintenance, PRISM advanced analytics tools, and data delivery via API for:

Requested Devices	Quantity	Duration
Area Velocity Flow Meter	7	Quarterly Field Services
Level-Only Meter	0	NA
Rain Gauge Meter	3	Quarterly Field Services

TURNKEY SERVICES

ADS provides true Turnkey Services for flow monitoring projects. ADS is well known for our ability to supply, maintain, analyze, document, and quality control to every aspect that is needed for a successful monitoring project, and we are committed to meeting and exceeding the expectations of all of our projects by providing:

Experienced Staff

ADS will provide experienced and trained staff to complete this project including a highly experienced project manager who will ensure project requirements and deadlines are met.

ADS Hardware

ADS will utilize our Triton+ flow and Rain Alert III rainfall monitoring systems to ensure the success of this project. Brands such as the ECHO, Triton+, and RainAlert are all truly trusted solutions.

ADS Software

PRISM is a web application that puts critical data at the fingertips of ADS staff, support management, engineering, and operational decisions makers who rely on the monitoring data. PRISM APIs are critical to this project.

Customer Support

The ADS Customer Support group is always available to provide you with the specific information you need for any issue and is available Monday through Friday from 8AM to 5PM CST.

Scope of Work Summary

ADS Environmental Services, herein known as "ADS", will provide temporary flow monitoring services for the City of Raytown, herein known as "Client". The work will be performed in three phases as set forth below:

Phase I – Mobilization

Site Locations: The City has selected monitoring sites; however, ADS will assist with the selection of additional monitoring sites or alternative monitoring locations if needed.

Site Investigation: ADS will utilize a 2-person field crew for fieldwork and comply with Federal standards for confined-space entry (CSE). A proposed flow monitoring location will be located, inspected, and verified for hydraulic suitability. ADS will also check for debris in the manhole that could impact data quality.

Site Reports: Site reports will be generated upon completion of the site investigations. The site reports will include a sketch of the general location, physical characteristics and diameters of the proposed monitoring locations, manhole depths, flow measurements, and other comments pertinent to the location such as any special traffic or safety issues. Final site locations to be approved by Client.

Equipment: The ADS® Triton+ flow monitor and Rain Alert III rain gauge deployed and owned by the City will be utilized during the course of this project.

Monitor Confirmation: ADS Field crews will take manual depth readings with a ruler and velocity readings with a portable, instantaneous velocity meter in order to confirm the monitor is collecting accurate data based on the actual existing hydraulic conditions at each location.

Phase II – Flow Monitoring

Flow Monitoring: ADS will service the flow monitors quarterly for the pre-defined study length ("monitoring period") of one (1) year. This monitoring period may be extended based on mutual consent and written agreement of additional work and price for such additional work.

Data Collection and Equipment Maintenance: A field crew will return to each location quarterly and perform site maintenance and site confirmations during the monitoring period, to ensure all hardware is operating, sampling and transmitting data. If requested, ADS field crews can make additional field visits to sites for an additional cost. ADS is an ISO 9001 certified company and has proprietary internal quality procedures for all fieldwork. This includes cleaning depth and velocity sensors, confirmations as needed, and checking an installation to make sure that the ring is secure in the pipe.

Phase III – Data Delivery

PRISM and API: ADS will report final depth, velocity and quantity for reviewing and downloading via the ADS PRISM online reporting system. PRISM is a dynamic reporting system that allows the user to generate their own graphs as needed and to best serve the project objectives. An API will be available to export or extract any collected data from the PRISM platform.

BUDGET - USD

ADS Field Service Task – 1 Year	UNITS	COST	TOTAL
Flow Monitor Quarterly Site Audits (per monitor per quarter)	28	$550.00	$15,400.00
Rainfall Monitor Quarterly Site Audits (per monitor per quarter)	12	$375.00	$4,500.00
PRISM Data Access and Delivery & API (per monitor per year)	10	$480.00	$4,800.00
Field Services Total:			$24,700.00
Optional: Field Crew Hourly Rate for Additional Services	1	$300.00	$300.00

* Quarterly Audits of the Flow & Rainfall Monitors O&M include site inspection, sensor cleaning, and equipment calibration/confirmation. Any additional labor or materials required to replace, repair, or relocate any of the flow or rainfall monitors will be quoted on a time and materials basis to the city prior to performing work.
** No data analysis will be performed by ADS. ADS' PRISM Advanced Analytics Tools will be available to the City to utilize for their own review.

Pricing Assumptions and Notes

- Traffic Control: Permits and police detail charges for traffic control, as deemed necessary by local authorities for crew and or public safety are the client responsibility and not included in the above pricing.
- Payment: Net 30-days with 20% of contract value is due at mobilization.
- Wireless telemetry, PRISM & API costs included with Field Services.
- Pricing assumes ADS standard Health and Safety procedures and documentation are sufficient.
- Monitoring period extensions: notify ADS prior to the end of the monitoring period.
- Pricing assumes free & legal access to each site and no modifications to the selected monitoring sites are necessary for installation.
- Any work requested beyond the scope of services will require additional fees to be negotiated. Quantity changes in excess of 10% are subject to unit price review and adjustments.

AGREEMENT

Agreed to

City of Raytown, MO
10000 E. 59th Street
Raytown, MO 64133
robinsonc@raytown.mo.us

Date 4/21/2025

Agreement

Acceptance of this proposal constitutes you and/or your company's agreement to ADS' Standard Terms and Conditions of Sale found at https://www.adsenv.com/sites/default/files/documentation/ADS-Equipment-and-Services-Combined-Terms-and-Conditions.pdf
ADS' Terms and Conditions supersede any terms and conditions in any documentation submitted by you and/or your company as a buyer of ADS products.

ADS Hardware items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Client

Name:_____

Date:

Signature:_____

ADS

Name:__Tony Yang_____

Date: 5-29-25

Signature:_____

ABOUT US

ADS empowers our customers to See, Understand, and Act. ADS is the proven industry leader for bringing the most comprehensive and integrated platform of monitoring technology, support services, experience, and expertise to our customers. We assist our customers in understanding collection system behavior and in solving unique problems.

ADS LLC, dba ADS Environmental Services (ADS), is the leading comprehensive solution provider for performing measurement of collection system flow attributes with field services, equipment, software, and analytical support services. With more than 45-years' experience and with the largest US/Canadian field office network, ADS partners with consulting engineers and utilities, tailoring its solution to the requirements of the project.

ADS flow solutions address application needs for inflow & infiltration, hydraulic modeling, sewer billing, capacity assessment, optimized cleaning maintenance, and CSO activation monitoring. It does this through an Internet of Things (IoT) architecture that employs remote site monitoring and data capture that is communicated to cloud-based software which has tools for viewing and analyzing data.

ADS sensor systems include area-velocity (A/V) meters for precise flow measurement, level monitors for measuring depth, and rain gauges. Captured data is stored, integrated and analyzed in ADS' PRISM™ software. It is viewable on any web-enabled device. It's imbedded SLiiCER® application provides advanced capabilities for I&I analysis. ADS field services provide hands-on expertise for installation, maintenance, and de-provisioning of hardware. Additionally, ADS data services provide regular data review to assure ongoing quality capture. Annually, or at project end, data finalization and final reports are available options.

WHAT WE DO

Innovative Collection System Flow Information

We offer comprehensive, innovative flow information, from real-time flow data to temporary flow monitoring reports.

Underground Intelligence

ADS delivers answers to wastewater flow questions that drive savings in collection system management to all users of flow monitoring and flow monitoring data.

Advanced Data Visualization

ADS helps our clients visualize SSOs, CSO Outfalls, Inflow and Infiltration, Modelling Trends, Sewer Billing, Sewer Capacity, and Cleaning Optimization.

Quality Management System

ADS relies on ISO and ATEX standards to focus all employees on quality systems in our manufacturing, service and sales processes, and for continuous improvements.

For over 40 years, clients have trusted ADS to increase efficiency and mitigate environmental compliance action – trust is built into our DNA and an integral part of our culture. ADS provides proven, integrated solutions to help municipalities diagnose and correct wastewater infrastructure problems. Trust ADS today for solutions to your most troubling collection system problems.

Corporate Office:
340 The Bridge Street – Suite 204
Huntsville, AL 35806

2021 ADS – All Rights Reserved

Signature: Tony Yang (Jun 27, 2025 17:37 CDT)

Email: xyang1@idexcorp.com

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 07/07/2025

MEETING DATE: July 15, 2025

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Resolution

SUBJECT/REQUEST

R-3725-25: Budget Amendment Regarding Personnel-Severance Payment

BACKGROUND/JUSTIFICATION

It is necessary to amend the Fiscal Year 2024-2025 Budget to fulfill a severance clause in an employment agreement due to a position/title change within the City.

RECOMMENDED MOTION

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Transfer From: General Fund	$67,724.26
Transfer To: 101-22-00-100-51102	$61,796.80
Transfer To: 101-22-00-100-51225	$4,727.46
Transfer To: 101-22-00-100-51231	$1,200.00

REVIEWED BY

Teresa Henry
Michael Graham
Jennifer Baird
Diane Egger
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso 2024-2025 Budget Amendment-Personnel-Severance

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

RESOLUTION NO.: R-3725-25

A RESOLUTION AMENDING THE FISCAL YEAR 2024-2025 BUDGET RELATED TO PERSONNEL-SEVERANCE PAYMENT IN AN AMOUNT NOT TO EXCEED $67,724.26

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 to fulfill a severance clause in an employment agreement due to a position/title change within the City; 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:**	
General Fund - $67,724.26	101-22-00-100-51102	$61,796.80
	101-22.00-100-51225	$ 4,727.46
	101-22-00-100-51231	$ 1,200.00

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 15th day of July, 2025.

_____
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: 07/07/2025

MEETING DATE: July 15, 2025

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Resolution

SUBJECT/REQUEST

R-3726-25: Requesting approval for a transfer of $45,005.00 and payment of $80,005.00 to the Jackson County Election Board for the August 5, 2025 projected election expense deposit.

BACKGROUND/JUSTIFICATION

The City of Raytown has a question to the citizens of Raytown on the August 5, 2025 ballot, regarding the Parks/Storm Water Sales Tax. The Jackson County Election Board has requested a projected expense deposit for the August 5, 2025 Special Election totaling $80,005.00. In the months following an election, the Jackson County Election Board issues a reimbursement check for any remaining funds from the initial deposit.

While the City of Raytown's FY24-25 budget contains budgeted Parks and City funds for elections, an additional amount of $45,005.00 is required for this deposit.

The Jackson County Election Board required this payment by July 15, 2025, so the transfer was completed and the payment was made on July 8, 2025 as an emergency action, due to the City receiving the request letter from the Jackson County Election Board without enough time to bring it before the Board of Aldermen prior to the payment deadline.

RECOMMENDED MOTION

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

TRANSFERS from General Fund	
Transfer To: City Wide - Elections 101-00-00-100-53563	$16,001.00
Transfer To: Parks Fund - Elections 201-92-00-100-53563	$29,004.00

Total Transfer From: General Fund Balance	*$45,005.00*
PAYMENTS	
City Wide - Elections 101-00-00-100-53563	$16,001.00
Parks Fund - Elections 201-92-00-100-53563	$64,004.00
Total Payment:	*$80,005.00*

REVIEWED BY

Teresa Henry
Michael Graham
Jennifer Baird
Diane Egger
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Budget Amendment-August 2025 Election Expense
2. Budget Amendment and Payment for August 5, 2025 Election

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Other: Election Board Letter and City Administrator Emergency Action Memo	X	

RESOLUTION NO.: R-3726-25

A RESOLUTION AMENDING THE FISCAL YEAR 2024-2025 BUDGET RELATED TO THE AUGUST 5, 2025 SPECIAL ELECTION

WHEREAS, pursuant to Ordinance 5783-25, approve on May 6, 2025, the Board of Aldermen authorized and approved that there shall be submitted to the voters of the City at the special election to be held in the City on the 5th day of August 2025, a proposal to authorize the City to continue imposing a sales tax for the purpose of funding local parks/storm water control within the City, but at a higher rate, pursuant to the provisions of Section 644.032 RSMo.; and

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 related to the August 5, 2025 Special Election; 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:**
General Fund $45,005.00	City Wide- Elections 101-00-00-100-53563 $16,001.00 Parks Fund-Elections 201-92-00-100-53563 $29,004.00

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 15th day of July, 2025.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

MICHAEL K. WHITEHEAD, CHAIRMAN
HENRY R. CARNER, SECRETARY
COLLEEN M. SCOTT, MEMBER
LYLE K. QUERRY, MEMBER

TAMMY L. BROWN, DIRECTOR
SARA A. ZORICH, DIRECTOR

Jackson County Election Board

215 NORTH LIBERTY
POST OFFICE BOX 296
INDEPENDENCE, MISSOURI 64051
(816) 325-4600
FAX (816) 325-4609

https://jcebmo.org

Friday, June 27, 2025

City of Raytown, Missouri
Teresa Henry, City Clerk
10000 E. 59th St.
Raytown, Missouri 64133

Dear Ms. Henry:

We are requesting a deposit be placed with the Jackson County Election Board for your portion of projected expenses for the Special Election to be held on August 5, 2025. Deposits are due in our office the third Tuesday (7/15/2025) prior to the election pursuant to 115.077 RSMo.

Your projected expense is: **$80,005.00**

We will give you a final statement after all checks have cleared. Any excess funds will be returned to you. We will bill you should the amount deposited with us not be sufficient to cover the costs.

Your auditor may inspect at our office all checks, invoices and statements pertaining to the above election.

Very truly yours,

Tammy L. Brown
Director

Sara A. Zorich
Director

CITY ADMINISTRATOR
DIANE EGGER
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133-3993
PHONE: 816-737-6065
FAX: 816-737-6097

July 3, 2025

Subject: Emergency authorization for budget transfer to pay August 5, 2025 election deposit

To: Finance Director, Michael Graham

Budget Transfer for August 5, 2025 Election Deposit

A letter was received from the Jackson County Election Board requesting a projected expense deposit required for the August 5, 2025 Special Election. The City of Raytown has a question to the citizens regarding the Parks/Storm Water Sales Tax on the ballot.

The City of Raytown's projected expense for the August 5, 2025 election is: $80,005.00

In the months following an election, the Jackson County Election Board issues a reimbursement check for any remaining funds from the initial deposit.

While the City of Raytown's FY24-25 budget contains budgeted funds for elections, an additional amount of $45,005.00 is required for this deposit.

The deposit deadline and the next regular Board of Aldermen meeting are both on July 15, 2025. This is an emergency item due to the City receiving the letter without enough time to bring it before the Board of Aldermen on their next regular meeting agenda.

I am requesting the attached budget transfer totaling $45,005.00 be made, and that a check payment in the amount of $80,005.00 be issued to the Jackson County Election Board on Friday, July 11, 2025.

Sincerely,

Diane Egger
City Administrator