

#### **AGENDA**

Raymore City Council Regular Meeting City Hall – 100 Municipal Circle Monday, January 27, 2020

7:00 p.m.

- 1. Call to Order.
- 2. Roll Call.
- 3. Pledge of Allegiance.
- 4. Presentations/Awards.
- 5. Personal Appearances.
- 6. Staff Reports.
  - A. Public Works (pg 7)
  - B. Parks and Recreation (pg 9)
  - C. Communications Report
  - D. City Clerk Report Missouri Ethics Commission (pg 13)
  - E. Monthly Financial Report (pg 15)
- 7. Committee Reports.
- 8. Consent Agenda.

The items on the Consent Agenda are approved by a single action of the City Council. If any Councilmember would like to have an item removed from the Consent Agenda and considered separately, he/she may so request.

A. City Council Minutes, January 13, 2020 (pg 25)

- 9. Unfinished Business. Second Reading.
  - A. Amending the FY 2020 Budget

Reference: - Agenda Item Information Sheet (pg 39)

- Bill 3521 (pg 41)

City staff has made several recommendations for budget amendments in the Buildings and Grounds and Court departments to improve building security;

the Police Department to increase Administrative Assistant hours to allow for evening customer service; the Restricted Revenue Fund for the purchase of skates to be rented for the new ice rink; and amending the personnel sections of the budget for the creation of a Public Works Worker III position.

• City Council, 01/13/20: Approved 8-0

#### 10. New Business. First Reading.

#### A. Show Me Green Sales Tax Holiday

Reference: - Agenda Item Information Sheet (pg 55)
- Bill 3522 (pg 57)

Senate Bill 1181, enacted by the General Assembly in 2008, established the Show Me Green Sales Tax Holiday, which exempts the State sales tax on the sale of certain Energy Star certified appliances on an annual basis (April 19-25). Municipalities may also participate in the holiday and exempt City sales tax from the sale of these items.

#### B. Extension of the Estates of The Good Ranch Preliminary Plat Expiration Date

Reference: - Agenda Item Information Sheet (pg 59)

- Resolution 20-04 (pg 61)
- Request Letter (pg 63)
- Approved Preliminary Plat (pg 64)

Randal Leimer, representing Great Plains Developments, LLC, is requesting a one-year extension to the expiration date of the preliminary plat for The Estates of The Good Ranch.

#### C. Award of Contract - Traffic Study Project

Reference: - Agenda Item Information Sheet (pg 65)

- Bill 3508 (pg 68)
- Contract (pg 70)

Staff recommends approval of Bill 3508 awarding contract to Wilson & Company for the North Cass Parkway and 58 Highway Traffic Study projects.

#### D. <u>Award of Contract - Marketing/Design Services</u>

Reference: - Agenda Item Information Sheet (pg 89)

- Bill 3523 (pg 91)
- Contract (pg 93)

Staff recommends approval of Bill 3523 awarding a contract for marketing and design services to Lynchpin Ideas, LLC.

- **11. Public Comments.** Please identify yourself for the record and keep comments to a maximum of five minutes.
- 12. Mayor/Council Communication.
- 13. Adjournment.

#### **EXECUTIVE SESSION (CLOSED MEETING)**

The Raymore City Council is scheduled to enter into executive session to discuss contractual matters as authorized by RSMo 610.021 (12).

The Raymore City Council may enter an executive session before or during this meeting, if such action is approved by a majority of Council present, with a quorum, to discuss:

- Litigation matters as authorized by § 610.021 (1),
- Real Estate acquisition matters as authorized by § 610.021 (2),
- Personnel matters as authorized by § 610.021 (3),
- Other matters as authorized by § 610.021 (4-21) as may be applicable.

Any person requiring special accommodation (i.e., qualified interpreter, large print, hearing assistance) in order to attend this meeting, please notify this office at (816) 331-3324 no later than forty eight (48) hours prior to the scheduled commencement of the meeting.

Hearing aids are available for this meeting for the hearing impaired. Inquire with the City Clerk, who sits immediately left of the podium as one faces the dais.

## **Staff Reports**



#### **PUBLIC WORKS MONTHLY REPORT**

January 2020

#### **ENGINEERING DIVISION**

#### **Projects Under Construction**

- Meter Conversion
- Owen Good Forcemain Replacement

#### **Projects Under Design**

- Westglen Drive
- Harold Estates Sewer Extension
- Shadowood Settlement Investigation
- FY 2020 Street Preservation

#### **Development Under Construction**

• Brookside South Culvert and Street Improvements

#### **Developments Under Review**

- Dean Commercial Site
- Lofts at Foxridge

#### **OPERATIONS & MAINTENANCE DIVISION**

- 8 Water Taps
- 10 Sewer Inspections
- 8 Water Inspections
- 293 Line Locates
- 73 City Hall Work Orders
- 4 Driveway Approach Inspections
- 5 Sidewalk Inspections
- 14 Final ROW Inspections
- 75 Potholes Patched
- 845 Feet of Sewer Main Jetted
- 122 Service Requests Completed
- 2 Snow Events



#### MONTHLY REPORT

January 2020

#### **HIGHLIGHTS**

- The Parks and Recreation Department welcomed Corinne Daut. Corinne will be our new Recreation Coordinator responsible for special events, summer camp and recreation programs.
- Athletic Coordinator Todd Brennon hosted a scheduling meeting for the South Metro Competitive Basketball League. Games begin the week of January 13th.



- The RAC was open to all recreation basketball teams during the holidays for practices while the school facilities were closed.
- The NEW playground equipment for the Recreation Park Playground replacement project arrived. Construction is scheduled to begin in January working around weather events.
- Maintenance staff mulched over 120 Christmas trees donated from Lowes for park projects. Lowes donated 150 trees left over from stores in the metro area. The remaining trees were given to Local Scout Troop 124 who collected live Christmas trees to recycle on Saturday, Jan. 4 at Recreation Park for a \$5 donation.
- Work progresses at T.B. Hanna Station.
   Contractors poured footings for the new concession stand and pump house and are preparing for the delivery of the concession stand in February.
- The RAC and the concession stand were prepared for the opening day of the 2020 youth recreational basketball season. Games were postponed the first week due to weather and began on January 18.





- Recreation Coordinator Corinne Daut worked on details regarding the upcoming Father-Daughter Valentine's Ball, food truck event and Spring Craft Show.
- Park staff planted over 40 trees at Hawk Ridge Park, trimmed trees along the Eagle Glen trail and mulched trees left over from the Boy Scout Christmas Tree donations.
- Parks and Recreation
   Director Nathan Musteen
   and Parks Superintendent
   Steve Rulo met with local
   mountain bike enthusiasts
   discussing a future trail in
   the parks system.



- Parks and Recreation
   Director Nathan Musteen and Parks Superintendent Steve Rulo attended the Kansas Arborist Association's annual Shade Tree Conference in Topeka, Kansas.
- Tiny basketball and Kindergarten basketball began at the Raymore Activity Center.
- Park maintenance staff worked the recent snow/ice events.
- Parks and Recreation Director Nathan Musteen attended a meeting regarding city fleet vehicles and maintenance.
- Monthly T.B. Hanna Project progress meetings are held with RL Phillips Construction, CFS Engineers and City Staff.
- Cold temperatures held for an extended period of time allowing the Ice Rink at the Depot to completely fill and freeze. The Communications Department will announce an official opening.
- Staff coordinated the delivery of the concession stand building at T.B. Hanna Station with RL Phillips and Public Restroom Company.
- Staff completed the winter "walk-through" for the RAC and Centerview to do minor repairs and maintenance.





- Recreation Coordinator Corrine Daut finalized plans on the upcoming Father/Daughter Valentines Dance and started interviews for Spring Break Camp counselors.
- Youth Basketball League pictures were held on January 18.

#### PARKS & RECREATION BOARD

1. January 14 Work Session

- 1) 2020 Park Board Calendar
- 2) Vehicle/Equipment Replacement Plan
- 3) Council Meeting Updates
- 4) Capital Improvement Project Updates
- 2. January 28 Work Session (6:00pm)
  - 1) Hawk Ridge Park Mountain Bike Trail Presentation

Meeting (7:00pm - *Tentative Schedule*)

1) Accreditation Process

#### PARKS & RECREATION - JOB OPPORTUNITIES



#### For more information or to apply, visit Raymore.com/Jobs.

- Parks Maintenance Worker I (*Full-Time position*)
- Camp Counselors (Summer 2020)
- Concessions Attendants
- Concessions Manager
- Recreation Attendant

#### CENTERVIEW / RAYMORE ACTIVITY CENTER

#### **Centerview**

- HOA Meetings
- Tri-County Art League Meetings
- Bridge Club
- Ward 4 Town Hall Meeting
- 2 Celebrations of Life
- Cass County Focus Groups



- City Clerk Meeting
- Chamber Of Commerce January Meeting
- Soccer Certification Class

#### **RAC**

- Volleyball Club practices
- Ray-Pec Dance Squad practices
- Martial Art classes
- Futsal
- Recreation Basketball practices
- Tiny Basketball
- Kindergarten Basketball
- Recreation Basketball games
- ERC Winter Party
- Cub Scout Pack 4315 Pine wood Derby





## CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

	AGENDA ITEM INF	ORMATION FORM	
DATE: January 27, 2	020		
SUBMITTED BY: Jea	nie Woerner	DEPARTMENT: Cit	ty Clerk
☐ Ordinance	☐ Resolution	☐ Presentatio	n 🗌 Public Hearing
☐ Agreement	☐ Discussion		
	TITLE / ISSL	JE / REQUEST	
Informational only: Co	mpliance with Perso	nal Financial Disclo	sure filings
	STRATEGIC PLAI	N GOAL/STRATEG	Υ
4.3.3 Demonstrate de	dication to ethical be	havior and transpar	ency for public trust
	FINANCIA	AL IMPACT	
Award To:			
Amount of Request/C	ontract:		
Amount Budgeted:			
Funding Source/Acco	unt#:		
	PROJECT	TIMELINE	
Estimated S	tart Date	Estima	ted End Date
	STAFF RECO	OMMENDATION	
OTH	HER BOARDS & CO	MMISSIONS ASSI	GNED
Name of Board or C	ommission:		
Date:			
Action/Vote:			
LIST	OF REFERENCE DO	OCUMENTS ATTA	CHED
	REVIEW	ED BY:	
	JCJZ	ME	7

#### BACKGROUND / JUSTIFICATION

City Code Chapter 125 establishes certain procedures for disclosing potential conflicts of interest with the Missouri Ethics Commission (MEC), for certain officials and candidates for elected offices.

The Code requires Raymore's Chief Administrative Officer and Chief Purchasing Officer to file a personal financial disclosure form, for the previous calendar year by May 1 of the current year, disclosing any potential conflicts.

Financial disclosure reports giving the financial information required in Section 125.030 of this Chapter shall be filed with the City and the Missouri Ethics Commission. The reports shall be available for public inspection during normal business hours.



#### FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period December 1, 2019 to December 31, 2019.

### **December Financial Summary**

Some notes regarding this month's summary operating report:

#### **General Fund**

#### Revenue:

Overall, at 16.67% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 24.54% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been accepted by the Council and final payments have been made.

- Property tax revenues collected are tracking as expected with the majority of the budgeted revenue expected by February 2020.
- Franchise Tax revenues as a whole are tracking slightly below straight line at 13.97%. This revenue source varies depending on the weather, staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking slightly below straight line budget at 16.18%. City sales taxes are at 15.93% while state shared gasoline and vehicle taxes are at 17.02%.
- Fees and Permit revenues collected are tracking above straight line budget at 19.82%. This is primarily due to the 25 residential building permits have been issued out of the 85 budgeted starts.
- License revenues collected are tracking as expected at 35.70% of straight line budget. Occupational license revenues collected are tracking as expected. Nearly all of this revenue is received in January when the licenses are due and staff anticipates a small amount throughout the spring for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are above straight line budget at 18.71%. Staff will continue to monitor this revenue source closely throughout the year.

#### **Expenditures:**

Departmental spending is tracking normally. Most of the departments are right at straight line expectation or slightly below.

- The Information Technology Department has replaced the majority of the comply replaced scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.
- The Street Department is currently at 21.92% of straight line budget primarily due to Salt/Sand purchases as a result of the harsh winter months.
- The Emergency Management Department is currently at 18.76% of straight line budget primarily due to the payment of the siren maintenance contract.

#### **Parks & Recreation Fund**

#### Revenue:

Revenues are at 26.63% of budget 16.67% of the way through the year; normal for this time of the year. Recreation revenues are expected to increase in January and February with soccer registrations and the start of baseball and softball registrations. Those revenues will be followed by revenues associated with summer youth camp registrations in April, camp fees throughout the summer and flag football and volleyball in the fall. Revenue associated with the facility rental of Centerview is slightly below straight line budget at 11.63%. Staff will continue to monitor this revenue closely throughout the year. Revenue associated with the Raymore Activity Center is at 8.77% of straight line budget. This is primarily due to revenues associated with basketball signups.

#### Expenditures:

Both the Parks and Recreation departments are showing the same operational expenditure pattern as in years past, and are tracking normally. Expenditures are expected to increase as the number of programs offered goes up.

#### **Enterprise Fund**

#### Revenue:

Utility revenues as a whole are tracking at 15.01% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

#### **Expenditures:**

Enterprise Fund expenditures tracking below straight line budget but at expectations.

C I T Y O F R A Y M O R E
DEPARTMENT HEAD REPORT - UNAUDITED

January 27, 2020 City Council Meeting Page 17 of 123 PAGE: 1

01 -GENERAL FUND FINANCIAL SUMMARY

REMAINING	

AS OF: DECEMBER 31ST, 2019

		IOR YEAR NG PO BAL.	PRIOR YEAR	PRIOR YEAR   PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY										
NON-DEPARTMENTAL										
PROPERTY TAXES		0.00	0.00	0.00	1,571,438.00	1,074,414.71	1,076,962.16	0.00	494,475.84	68.53
FRANCHISE TAXES		0.00	0.00	0.00	2,171,764.00	148,946.44	303,375.83	0.00	1,868,388.17	13.97
SALES TAXES		0.00	0.00	0.00	3,518,123.00	322,062.30	569,178.94	0.00	2,948,944.06	16.18
FEES AND PERMITS		0.00	0.00	0.00	194,779.00	28,563.87	38,614.27	0.00	156,164.73	19.82
LICENSES		0.00	0.00	0.00	133,184.00	45,880.00	47,550.00	0.00	85,634.00	35.70
MUNICIPAL COURT		0.00	0.00	0.00	326,464.00	24,746.11	59,101.07	0.00	267,362.93	18.10
MISCELLANEOUS	(	8.08)	0.00 (	8.08)	544,193.00	78,625.94	101,838.92	0.00	442,354.08	18.71
TRANSFERS - INTERFUND		0.00	0.00	0.00	1,513,498.00	125,624.83	251,249.66	0.00	1,262,248.34	16.60
TOTAL NON-DEPARTMENTAL	(	8.08)	0.00 (	8.08)	9,973,443.00	1,848,864.20	2,447,870.85	0.00	7,525,572.15	24.54
TOTAL REVENUES	(	8.08)	0.00 (	8.08)	9,973,443.00	1,848,864.20	2,447,870.85	0.00	7,525,572.15	24.54
EXPENDITURE SUMMARY										
NON-DEPARTMENTAL		0.00	0.00	0.00	100,000.00	8,333.33	16,666.66	0.00	83,333.34	16.67
ADMINISTRATION		499.70	0.00	499.70	1,336,407.25	77,692.08	147,805.75	10,501.02	1,178,100.48	11.85
INFORMATION TECHNOLOGY		0.00	0.00	0.00	633,976.00	57,700.24	157,282.93	4,512.25	472,180.82	25.52
ECONOMIC DEVELOPMENT		0.00	0.00	0.00	193,464.00	12,397.41	19,430.89	0.00	174,033.11	10.04
COMMUNITY DEVELOPMENT		22.28	0.00	22.28	690,510.00	46,752.99	95,138.78	1,023.54	594,347.68	13.93
ENGINEERING		121.34	0.00	121.34	421,283.00	32,103.92	65,102.76	1,357.51	354,822.73	15.78
STREETS		0.00	0.00	0.00	828,992.00	66,080.71	128,268.49	53,457.65	647,265.86	21.92
BUILDING & GROUNDS		5,832.79	1,200.00	4,632.79	377,956.00	27,304.57	42,900.98	17,982.46	317,072.56	16.11
STORMWATER		0.00	0.00	0.00	310,536.00	20,717.99	44,351.30	277.11	265,907.59	14.37
COURT		0.00	0.00	0.00	139,454.00	10,507.94	20,422.19	910.02	118,121.79	15.30
FINANCE		0.00	0.00	0.00	632,057.00	42,948.73	85,553.02	4,757.07	541,746.91	14.29
COMMUNICATIONS		0.00	0.00	0.00	186,021.00	10,330.07	17,077.48	2,843.01	166,100.51	10.71
PROSECUTING ATTORNEY		0.00	0.00	0.00	24,400.00	2,000.00	2,000.00	2,000.00	20,400.00	16.39
POLICE		1,851.00	1,999.00 (	148.00)	3,929,782.00	296,503.14	565,703.04	9,447.88	3,354,631.08	14.64
EMERGENCY MANAGEMENT		0.00	0.00	0.00	135,804.75	9,871.15	25,038.16	436.05	110,330.54	18.76
TOTAL EXPENDITURES		8,327.11	3,199.00	5,128.11	9,940,643.00	721,244.27	1,432,742.43	109,505.57	8,398,395.00	15.51
REVENUES OVER/(UNDER) EXPENDITURES	(	8,335.19)	3,199.00 (	5,136.19)	32,800.00	1,127,619.93	1,015,128.42	( 109,505.57)	( 872,822.85)	2,761.05

C I T Y O F R A Y M O R E

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: DECEMBER 31ST, 2019

January 27, 2020 City Council Meeting Page 18 of 123

25 -PARK FUND FINANCIAL SUMMARY

REMAINING	ĺ
ICDI-ILITIATIAO	ı

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	PRIOR YEAR   PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE	TOTAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY									
NON-DEPARTMENTAL									
MISCELLANEOUS	0.00	0.00	0.00	0.00	5,799.13	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	5,799.13	0.00	0.00	0.00	0.00
PARKS DIVISION									
PROPERTY TAXES	0.00	0.00	0.00	420,565.00	289,275.82	289,961.48	0.00	130,603.52	68.95
MISCELLANEOUS	0.00	0.00	0.00	23,641.00	375.68	6,587.18	0.00	17,053.82	27.86
FACILITY RENTAL REVENUE	0.00	0.00	0.00	6,790.00	50.00	50.00	( 50.00)	6,790.00	0.00
TRANSFERS - INTERFUND	0.00	0.00	0.00	475,000.00	39,583.33	79,166.66	0.00	395,833.34	16.67
TOTAL PARKS DIVISION	0.00	0.00	0.00	925,996.00	329,284.83	375,765.32	( 50.00)	550,280.68	40.57
RECREATION DIVISION									
CONCESSION REVENUE	0.00	0.00	0.00	67,500.00	0.00	31.50	0.00	67,468.50	0.05
FACILITY RENTAL REVENUE	0.00	0.00	0.00	32,900.00	0.00	0.00	0.00	32,900.00	0.00
PROGRAM REVENUE	0.00	0.00	0.00	229,950.00	2,840.00	4,938.60	0.00	225,011.40	2.15
TOTAL RECREATION DIVISION	0.00	0.00	0.00	330,350.00	2,840.00	4,970.10	0.00	325,379.90	1.50
CENTERVIEW									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	62,125.00	4,813.75	7,945.00	0.00	54,180.00	12.79
PROGRAM REVENUE	0.00	0.00	0.00	6,600.00	( 70.00)	50.00	0.00	6,550.00	0.76
TOTAL CENTERVIEW	0.00	0.00	0.00	68,725.00	4,743.75	7,995.00	0.00	60,730.00	11.63
RAYMORE ACTIVITY CENTER									
MISCELLANEOUS	0.00	0.00	0.00	3,000.00	189.00	349.00	0.00	2,651.00	11.63
CONCESSION REVENUE	0.00	0.00	0.00	6,000.00	0.00	80.00	0.00	5,920.00	1.33
FACILITY RENTAL REVENUE	0.00	0.00	0.00	9,875.00	370.00	520.00	0.00	9,355.00	5.27
PROGRAM REVENUE	0.00	0.00	0.00	181,475.00	1,758.00	16,628.25	0.00	164,846.75	9.16
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	200,350.00	2,317.00	17,577.25	0.00	182,772.75	8.77
TOTAL REVENUES	0.00	0.00	0.00	1,525,421.00	344,984.71	406,307.67	( 50.00)	1,119,163.33	26.63
EXPENDITURE SUMMARY									
PARKS DIVISION	0.00	0.00	0.00	829,114.50	56,284.84	102,703.91	5,167.13	721,243.46	13.01
RECREATION DIVISION	0.00	0.00	0.00	365,815.50	20,149.20	35,555.29	1,077.62	329,182.59	10.01
CENTERVIEW	182.79	0.00	182.79	90,963.00	4,982.57	7,196.85	544.05	83,222.10	8.51
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	234,976.50	6,898.14	9,605.25	407.49	224,963.76	4.26
TOTAL EXPENDITURES	182.79	0.00	182.79	1,520,869.50	88,314.75	155,061.30	7,196.29	1,358,611.91	10.67
REVENUES OVER/(UNDER) EXPENDITURES	( 182.79)	0.00 (	182.79)	4,551.50	256,669.96	251,246.37	( 7,246.29)	( 239,448.58)	5,360.87

 $\texttt{C} \;\; \texttt{I} \;\; \texttt{T} \;\; \texttt{Y} \qquad \texttt{O} \;\; \texttt{F} \qquad \texttt{R} \;\; \texttt{A} \;\; \texttt{Y} \;\; \texttt{M} \;\; \texttt{O} \;\; \texttt{R} \;\; \texttt{E}$ DEPARTMENT HEAD REPORT - UNAUDITED AS OF: DECEMBER 31ST, 2019

PAGE: January 27, 2020 City Council Meeting Page 19 of 123

827,797.25 ( 178,506.60) ( 763,559.11) 568.22-

50 -ENTERPRISE FUND FINANCIAL SUMMARY

REVENUES OVER/(UNDER) EXPENDITURES

40,066.70)

40,667.58

REMAINING	
-----------	--

PRIOR YEAR PRIOR YEAR PRIOR YEAR CURRENT CURRENT YEAR TO DATE TOTAL BUDGET % OF PO ADJUST. PO BALANCE ENDING PO BAL. BUDGET PERTOD ACTUAL. ENCUMBRANCE BALANCE BUDGET REVENUE SUMMARY NON-DEPARTMENTAL MISCELLANEOUS 0.00 0.00 0.00 63,945.00 19,938.08 22,452.27 0.00 41,492.73 35.11 UTILITY REVENUE 0.00 0.00 0.00 8,986,687.00 635,303.72 1,335,812.49 0.00 7,650,874.51 14.86 9,050,632.00 655,241.80 1,358,264.76 7,692,367.24 15.01 TOTAL NON-DEPARTMENTAL 0.00 0.00 0.00 0.00 DEBT SERVICE SRF SEWER BONDS MISCELLANEOUS 0.00 0.00 0.00 0.00 280.07 314.80 0.00 ( 314.80) 0.00 TOTAL SRF SEWER BONDS 0.00 0.00 0.00 0.00 280.07 314.80 0.00 314.80) 0.00 0.00 0.00 0.00 9,050,632.00 655,521.87 1,358,579.56 7,692,052.44 TOTAL REVENUES 0.00 15.01 EXPENDITURE SUMMARY NON-DEPARTMENTAL 0.00 0.00 0.00 600,000.00 50,000.00 100,000.00 0.00 500,000.00 16.67 319,175.83 11,878.89 5,032.50 35,635.08) WATER 40,667.58 ( 3,294,715.96 190,096.97 2,963,661.24 10.05 35,034.20 0.00 35,034.20 3,451,768.50 147,854.83 111,606.48 33,517.91 3,306,644.11 4.20 SOLID WASTE 0.00 0.00 1,818,416.00 0.00 0.00 133,109.80 1,685,306.20 0.00 7.32 40,066.70 40,667.58 ( 600.88) 9,164,900.46 387,951.80 530,782.31 178,506.60 8,455,611.55 7.74 TOTAL EXPENDITURES

600.88 ( 114,268.46)

267,570.07

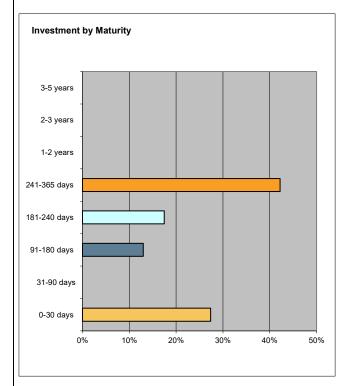
#### **Investment Monthly Report** Investments Held at 12/31/19 Purchase Institution Description Restricted Par \*\* Receipt # Principal Yield Market\* Date Date 12/04/20 12/05/19 953697 NASB CD 2,000,000.00 2,000,000.00 1.9000 2,000,000.00 12/09/19 901192 12/09/20 2,500,000.00 2,500,000.00 1.6500 2,500,000.00 CBR CD MOSIP MOSIP POOLE- GENERAL FUND 2,108,729.69 2,108,729.69 2.4100 2,108,729.69 10/18/12 NA MOSIP POOLE - GO BOND GO Bond 1,009,766.11 MOSIP 1,009,766.11 1,009,766.11 2.4100 06/03/16 NA 1,095,635.13 MOSIP POOLE - GO BOND 09/01/16 MOSTP NΑ 1,095,635.13 1,095,635.13 2.4100 GO Bond 05/03/20 05/03/19 900656 CBR CD 2,000,000.00 2,000,000.00 2.3100 2,000,000.00 08/26/19 934746 NASB CD 08/25/20 2,000,000.00 2,000,000.00 2.0000 2,000,000.00 08/14/19 901032 CBR CD Fund 50 08/14/20 687,643.55 687,643.55 1.7500 687,643.55 09/12/19 937641 NASB CD 09/11/20 2,000,000.00 2,000,000.00 1.9500 2,000,000.00 **Investment Total** 15,401,774.48 15,401,774,48

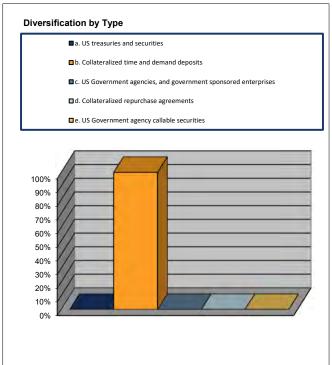
\*Market value listed above is the value of the investment at month end

Average Annual Rate of Return: 2.0650

15,401,774.48

\*\* Par value listed above is the actual amount if less than one year or the calculated annual earnings showing a one-year duration





Average Rate of Return on Maturities:

2.76

	Listing of Investments Matured During the Month								
Month	Receipt #	Institution	Descr	ription Restric	Maturity cted Date	Principal	Par **	Yield	Days Held
11/21/18 12/07/18	900320	CBR NASB	CD CD		12/06/19 12/09/19	2,000,000.00 2,500,000.00	2,000,000.00 2,500,000.00	2.7000 2.8000	345 365

## **December Grant Summary**

New Grant Applications	Grantor	Award Amt. Requested / Match Required	Project / Item	Notification Timeline	Awarded / Denied

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2019 - Sept. 2020)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$549.66	\$0.00	9/30/20
State & Community Hwy. Safety Grant - HMV (Oct. 2019 - Sept. 2020)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$0.00	\$0.00	9/30/20
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2021)	DOJ	\$2,141.76 (50% match)	\$0.00	\$0.00	08/31/21
Parks:					
Recreational Amenity Cost Sharing Program - Community Assistance Program (CAPS)	MO Dept of Conservation	\$178,000 (75% Contribution by CAPS)	\$0.00	\$0.00	As Project is Complete
Emergency Management:					
Emergency Mgmt. Performance Grant - 2019 (Jan Dec. 2019)	FEMA	\$54,788.31 (50% match)	\$35,083.83	\$35,083.83	12/31/19
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/2018

Past Grant Awards:	Grantor	Award Amount / Match Reqd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
State & Community Hwy. Safety Grant - DWI (Oct. 2018 - Sept. 2019)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$6,207.17	\$6,207.17	9/30/19

## **December Grant Summary**

State & Community Hwy. Safety Grant - HMV (Oct. 2018 - Sept. 2019)	MoDOT (Traffic & Hwy. Safety Division)	\$5,500.00 (no match)	\$5,334.78	\$5,334.78	9/30/19
--	--	--------------------------	------------	------------	---------

# **Consent Agenda**

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, JANUARY 13, 2019 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK JEANIE WOERNER.

- **1. Call To Order.** Mayor Turnbow called the regular meeting to order at 7:00 p.m.
- **2. Roll Call.** City Clerk Jeanie Woerner called roll; quorum present to conduct business.
- 3. Pledge of Allegiance.
- 4. Presentations/Awards.
- 5. Personal Appearances.
- 6. Staff Reports.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet and introduced Katy Jardieu as the City's new Planner. He answered general questions from Council.

Chief of Police Jan Zimmerman provided comparable information on crime statistics from 2018 vs. 2019. She answered general questions from Council.

City Manager Jim Feuerborn announced no work session will be held on January 20 which is the Martin Luther King, Jr. holiday.

- 7. Committee Reports.
- 8. Consent Agenda.
- A. City Council Minutes, December 23, 2019
- B. Resolution 20-01, Appointments and Affirmations of Membership to Incentive District Boards
- C. Resolution 20-02, 2019 Street Preservation Project Acceptance and Final Payment
- D. Resolution 20-03, Appointing members to the Liquor Code Enforcement Agency

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

**DISCUSSION: None** 

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

#### 9. Unfinished Business. Second Readings.

#### A. Calling for the April 7, 2020 Regular Municipal Election

BILL 3511: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, CALLING FOR AND ESTABLISHING THE DATE OF THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 7, 2020."

City Clerk Jeanie Woerner conducted the second reading of Bill 3511 by title only.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3511 by title only.

**DISCUSSION:** None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye

Councilmember Jacobson Aye Councilmember Townsend Aye

Mayor Turnbow announced the motion carried and declared Bill 3511 as **Raymore City Ordinance 2020-001.** 

#### **B. Foxridge Business Park Final Plat**

BILL 3517: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FOXRIDGE BUSINESS PARK FINAL PLAT, LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Jeanie Woerner conducted the second reading of Bill 3517 by title only.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3517 by title only.

**DISCUSSION:** None

**VOTE:** Councilmember Abdelgawad Aye

Councilmember Barber Aye
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Aye
Councilmember Holman Aye
Councilmember Jacobson Aye
Councilmember Townsend Aye

Mayor Turnbow announced the motion carried and declared Bill 3517 as **Raymore City Ordinance 2020-002.** 

#### 10. New Business. First Readings.

## A. <u>Tax Increment Financing Plans and Redevelopment Projects - Progress Overview (public hearing)</u>

Mayor Turnbow opened the public hearing for the Tax Increment Financing Plans and Redevelopment Projects at 7:18 p.m. and asked for a staff report.

Economic Development Director David Gress stated, in accordance with Section 99.865 of the Revised Statutes of Missouri, the City Council shall determine if the tax increment financing (TIF) plans and their associated redevelopment projects are making satisfactory progress under the proposed time schedules contained within the approved plans for the completion of the projects. The presentation includes Foxwood Village Shops, Highway 58 West Extended Redevelopment, Good Ranch Redevelopment Area, and Highway 58 and Dean Avenue TIFs.

#### **Foxwood Village Shops TIF Plan**

Economic Development Director David Gress provided an overview of the progress on the Foxwood Village Shops TIF Plan as outlined in the staff report included in the Council packet. He answered general questions from Council.

#### Highway 58 West Extended Redevelopment TIF Plan (Galleria)

Economic Development Director David Gress provided an overview of the progress on the Raymore Galleria TIF Plans as outlined in the staff report included in the Council packet.

#### **Highway 58 & Dean Avenue TIF Plan (Raymore Marketplace)**

Economic Development Director David Gress provided an overview of the progress on the Highway 58 & Dean Avenue TIF Plan as outlined in the staff report included in the Council packet.

#### **Good Ranch Redevelopment Area TIF Plan**

Economic Development Director David Gress stated the Good Ranch Redevelopment area TIF Plan has been inactive and was terminated in 2019. Reporting for this plan will remain two years past termination.

Mayor Turnbow opened the floor for public comment and hearing none, he closed the public hearing for the Tax Increment Financing Plans and Redevelopment Projects at 7:28 p.m.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to accept the Tax Increments Plans and Redevelopment progress overview reports provided.

**DISCUSSION:** None

**VOTE:** Councilmember Abdelgawad Aye

Councilmember Barber Aye
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Aye
Councilmember Holman Aye
Councilmember Jacobson Aye
Councilmember Townsend Aye

#### B. <u>Impact Fieldhouse Conditional Use Permit (public hearing)</u>

BILL 3520: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING A CONDITIONAL USE PERMIT FOR OUTDOOR RECREATION ACTIVITIES ON PROPERTY LOCATED AT 500 S. LINCOLN AVENUE."

City Clerk Jeanie Woerner conducted the first reading of Bill 3520 by title only.

Development Services Director Jim Cadoret announced the applicant would be providing a presentation.

Mayor Turnbow opened the public hearing at 7:30 p.m.

James Ryan representing himself and applicants, Mike Chick and Brian Smith, for Impact Field House, provided an overview of their strategic objectives, business plan, and uses for the outdoor area as well as the existing buildings. A visual presentation was presented to Council. He stated the Planning and Zoning Commission recommended approval without lighting, however, lighting is part of their business plan. If the lighting is approved by the Council, their plan would be to limit lighting to approximately 12 weeks per year

with a 9 p.m. lights off plan. He asked their partner and lighting engineering company to speak to Council.

Todd Miller, Lumenous Vitality, 7922 Noland Road, Lenexa, Kansas, stated their custom lighting solution takes into consideration surrounding residents as well as lighting for players and visitors to the fields. He provided a visual presentation of the lighting proposal. They are addressing concerns of lighting containment to the fields, lighting not spilling onto adjacent areas and controlling output of light. The proposal is for 8' light poles on the fields, with a zero foot candle impact on the residents adjacent to the proposed site and the lights are proposed to be on remote timer access. He provided specific information on the lighting plan.

Councilmember Burke asked for a reference on other locations with these lighting facilities being proposed.

Councilmember Holman stated the original application was submitted without a lighting request and feels the current request is a substantial change from what was presented to the Planning and Zoning Commission. He asked if the application should be remanded back to the Commission for consideration.

City Attorney Zerr stated the Planning and Zoning Commission had considerable discussion regarding the proposed lighting and associated issues, however, did not have the detailed lighting information being presented tonight. Council has authority to accept the original conditions, impose their own conditions, accept the lighting proposal subject to any conditions the Council may choose to impose, or remand back to the Planning and Zoning Commission if it is felt the request is a substantial alteration from the original application.

Councilmember Berendzen stated his concern with the lumination affecting traffic on J Highway and Sunrise streets.

Mr. Miller stated there would be zero foot candles to one's eye on these streets.

Discussion ensued regarding the lighting proposal varying from the initial plan submitted by the applicants. Staff was asked if an official lighting plan has been submitted and reviewed.

Development Services Director Jim Cadoret stated staff is viewing the applicant's lighting proposal for the first time in their presentation. It is not enough information for staff to perform a complete analysis on the lighting proposal.

Councilmember Abdelgawad noted the December 17 Planning and Zoning minutes have a statement from Mayor Turnbow that the lighting plan could be presented to the Council and noted that may be the confusion from the applicant on procedures.

Discussion ensued.

Councilmember Berendzen asked what effect it would have on the applicant's business plan if Council approved the conditional use permit (CUP) as recommended by the Planning and Zoning Commission.

Mr. Ryan stated they are closing on the property soon and their business plan is based on approval of the lighting. Approval of the CUP as submitted would help. He asked what the process would be to get approval of the lighting at a later date.

#### Discussion ensued.

City Attorney Zerr provided options for Council moving forward. He recommended completing the public hearing and hear testimony from those in the audience who wish to speak. Given the new information on the lighting proposal, Council could table the public hearing to a later date giving staff time to analyze the lighting proposal.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. R and C Investment Properties, LLC and property owner Delores Russell are requesting approval of a conditional use permit to allow outdoor recreational activities on property located on the northwest corner of Lincoln Avenue (J Highway) and Sunrise Drive which is currently zoned M-1 light industrial. This public hearing was properly advertised in The Journal and he asked for the mailed notices to adjoining property owners, notice of publication, Unified Development Code (UDC), application, Growth Management Plan (GMP), staff report and site plan be entered into the record. This conditional use permit (CUP) is to allow outdoor recreational activities on the property. The indoor proposal is a permitted use of the areas. He provided information on surrounding zoning, use of the area, parking, screening and the conceptual site plan which was submitted. This CUP was presented to the Planning and Zoning Commission at their December 17, 2019 meeting with a recommendation of approval subject to eight conditions; the outdoor soccer/football area be fenced along the east, south and west sides of the field with a fence height between eight and twelve feet tall; mesh or similar material shall be attached to the fencing along the southern and eastern property line to create an opaque screen; no commercial signs or messaging is allowed on the fencing; no lighting of the outdoor recreation fields is allowed; additional off-street parking shall be provided as illustrated on the potential parking expansion plan submitted by the applicant; any time the outdoor recreation fields are in use, access must be provided to the restroom facilities on the site; no outdoor recreational activities shall occur until all of the conditions are complied with; and no overflow parking shall occur along J Highway (Lincoln Avenue). He reviewed actions at the December 17 Planning and Zoning meeting. The public hearing was opened and closed upon hearing no public comments. As is customary, the City Attorney asked the applicant if they were in agreement with the conditions submitted to the Commission. Mr. Smith stated his concern that the approval did not include lighting. That was the first time staff heard information on a lighting plan. Staff met with the applicant prior to the Commission meeting and discussion included that no lighting was to be recommended. The public hearing was reopened to hear comments from residents in the audience. He reviewed the discussion, motions, and vote outlined in the minutes of

the Planning and Zoning Commission. After consideration, the Planning and Zoning Commission voted 8-0 to accept the staff proposed findings of fact and forward to the City Council with a recommendation of approval subject to the conditions outlined. Staff feels very strongly about the condition of no lighting based on the belief that it will have an impact on surrounding properties and the proposed 8' poles are not allowed in City Code.

Mayor Turnbow opened the floor for public comment.

Todd Miller, Lumenous Vitality, addressed the custom lighting solution they are proposing. As he stated before, the lighting fixtures in their plan will not spill into the residential area and are a zero foot candles lighting. He explained the difference in parking area lighting and the field lighting.

Councilmember Burke asked Mr. Miller if his work on the lighting solution began before the December meeting of the Planning and Zoning Commission. Mr. Miller answered no.

Tom Engret, President of Morningview Homeowners Association, 613 Sun Dr., spoke in favor of the original plan and stated he has concerns on the proposed lighting.

The following spoke in favor of the conditional use permit with the lighting: Tyler Lambert, 606 Roanke Dr.
Mike Myers, 903 Wesley Cir.
Justin Unruh, 21616 S. Countryside Dr., Peculiar
Nicole Wobbe, 1119 Bristol Dr.
Brisa Boyer, 810 Cindy Ln.
Alex Nunez, 13704 Harvest Ln., Peculiar
Jacob Smith, 608 Roanke Dr.
Doug Garrison, 13810 Harvest Ln., Peculiar
Denise Scott, 206 Elissa Dr.

The following spoke against approval of the conditional use permit: Carol Kabel, 525 Mars Ct. Candy Engert, 613 Sun Dr.

Kay Sharp, Treasure of Morningview Homeowners Association, 516 Neptune Dr., stated if the lighting plan is as presented, she agrees with the project.

Bryan Smith, 608 Roanke Dr., founder and applicant of the CUP, stated this project is dependent on approval of lighting the fields. He feels they have met the concerns of the residents and the City.

Councilmember Abdelgawad stated a lighting plan is not part of the normal process in submitting an application for a CUP.

Mr. Cadoret stated it is not part of the CUP, however the plan was never mentioned when the application was originally submitted.

Mayor Turnbow asked Mr. Zerr for a recap of discussion at the Planning and Zoning Commission meeting with the applicant on the recommended conditions of the CUP.

Mr. Zerr stated after Commission discussion and the close of the public hearing, he asked Mr. Smith if they were agreeable to the conditions set forth and the answer was yes. Shortly following that, conversation was brought forth by Mr. Smith that they did have an issue with no lighting.

James Ryan clarified the lighting was not included in the original request for the CUP, it was an oversight.

Discussion ensued.

Mayor Turnbow opened the floor for public comment and hearing none further, he closed the public hearing at 8:56 p.m.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3520 by title only with the eight conditions as recommended by the Planning and Zoning Commission.

**DISCUSSION:** Councilmember Burke noted for the record, his issue is that the lighting plan was not submitted with the original plan and the proximity of the nearby retirement community is the reason he won't support the lighting plan.

Councilmember Abdelgawad stated she feels because the applicants are local residents and their proposal is needed in the community, Council should be open to giving consideration to approval including the lighting plan. She asked for guidance on a motion to alter the conditions of approval and give staff and Council time to review the lighting plan.

City Manager Jim Feuerborn stated the applicant has asked for approval of the CUP to finalize the pending contract and also stated that their business plan won't work without the lighting plan. If approved with the motion on the floor, the applicant could approach staff with additional information and the lighting plan that could be reviewed by staff and submitted to Council at second reading or based on their comments, the application could be withdrawn.

Discussion ensued.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye

Councilmember Jacobson Aye Councilmember Townsend Aye

#### C. Amending the FY 2020 Budget

## BILL 3521: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AMENDING THE FISCAL YEAR 2020 OPERATING AND INTERNAL SERVICES BUDGETS."

City Clerk Jeanie Woerner conducted the first reading of Bill 3521 by title only.

City Manager Jim Feuerborn provided a review of the staff report included in the Council packet. Presented to Council at work session, were several recommendations for budget amendments in the Buildings and Grounds and Court Departments to improve building security; the Police Department to increase Administrative Assistant hours to allow for evening customer service; the Restricted Revenue Fund for the purchase of skates to be rented for the new ice rink; and amending a personnel section of the budget for the creation of a Public Works Worker III position. He reviewed specific dollar amounts affected by these proposed amendments.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3521 by title only.

**DISCUSSION: None** 

**VOTE:** Councilmember Abdelgawad Aye

Councilmember Barber Aye
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Aye
Councilmember Holman Aye
Councilmember Jacobson Aye
Councilmember Townsend Aye

**MOTION:** By Councilmember Holman, second by Councilmember Barber to recess the regular meeting of the Raymore Council in order to conduct business of the Raymore Community Foundation.

**DISCUSSION:** None

**VOTE:** Councilmember Abdelgawad Aye

Councilmember Barber Aye
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Aye
Councilmember Holman Aye
Councilmember Jacobson Aye

Councilmember Townsend Aye The regular meeting was recessed at 9:13 p.m.

#### D. Annual meeting of the Raymore Community Foundation

#### 1. Call to Order.

Director Turnbow called the meeting to order at 9:13 p.m.

#### 2. Roll Call.

Directors in attendance: Sonja Abdelgawad, Kevin Barber, John Berendzen, Joseph Burke, Tom Circo, Jay Holman, Dale Jacobson, Reginald Townsend and Kristofer Turnbow.

#### 3. Approval of minutes.

#### a. July 8, 2019 meeting minutes

**MOTION:** By Director Holman, second by Director Barber to approve the minutes of the July 8, 2019 meeting.

Δ۷۵

**DISCUSSION: None** 

VOTE:

VOIL.	Director Abacigawaa	Ayc
	Director Barber	Aye
	Director Berendzen	Aye
	Director Burke, III	Aye

Director Abdelgawad

Director Burke, III Aye
Director Circo Aye
Director Holman Aye
Director Jacobson Aye
Director Townsend Aye
Director Turnbow Aye

#### 4. New Business

#### a. Election of Officers

City Attorney Jonathan Zerr stated the by-laws of the Raymore Community Foundation require the board to meet annually in January to elect officers and conduct any other necessary business before the board. The officer positions are Vice-President, Secretary and Treasurer.

City Manager Jim Feuerborn stated historically the Mayor Pro Tem (Jay Holman) has filled the position of Vice President, Sonja Abdelgawad has filled the position of Secretary and the City's Finance Director (Elisa Williams) has filled the position of Treasurer. He asked the Board if that was acceptable or if nominations needed to be heard.

**MOTION:** By Director Holman, second by Director Barber to approve the slate of officers; Jay Holman Vice president, Sonja Abdelgawad Secretary, and Elisa Williams Treasurer.

**DISCUSSION:** None

**VOTE:** Director Abdelgawad Aye

Director Barber Aye Director Berendzen Aye Director Burke, III Aye Director Circo Aye Director Holman Aye Director Jacobson Aye Director Townsend Aye **Director Turnbow** Aye

#### 5. Adjourn.

**MOTION:** By Director Holman, second by Director Barber to adjourn the meeting of the Raymore Community Foundation.

**DISCUSSION:** None

**VOTE:** Director Abdelgawad Aye

Director Barber Aye Director Berendzen Aye Director Burke, III Aye Director Circo Aye Director Holman Aye Director Jacobson Aye Director Townsend Aye Director Turnbow Aye

The meeting of the Board of Directors for Raymore Community Foundation adjourned at 9:17 p.m.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to reconvene the regular meeting of the City Council.

**DISCUSSION:** None

**VOTE:** Councilmember Abdelgawad Aye

Councilmember Barber Aye
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Aye

Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

#### 11. Public Comments.

#### 12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers expressed appreciation to the Public Works crews for their work during the recent snow event, welcomed Katy Jardieu, thanked Chief of Police Jan Zimmerman for the report on crime statistic comparisons, and thanked the representatives from the field house for their presentation.

Councilmember Berendzen recalled the funeral procession Saturday for fallen Firefighter McCormick that traveled through Raymore and thanked staff and first responders involved to provide dignity to the family and friends.

Mayor Turnbow paid his respect to fallen Firefighter McCormick.

#### 13. Adjournment.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to adjourn.

**DISCUSSION: None** 

VATE-	C : l	Λ
VOTE:	Councilmember Abdelgawad	Ave

Councilmember Barber Aye
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Aye
Councilmember Holman Aye
Councilmember Jacobson Aye
Councilmember Townsend Aye

The regular meeting of the Raymore Council adjourned at 9:32 p.m.

Respectfully submitted,

Jeanie Woerner City Clerk

# **Unfinished Business**



# CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

AGEN	DATIEM INTORMA	TION FORM	
DATE: Jan. 13, 2020			
SUBMITTED BY: Jim Feuer	born DEPAF	RTMENT: Adm	inistration
	Resolution	Presentation	☐ Public Hearing
☐ Agreement ☐ □	Discussion	Other	
TITLE / ISSUE / REQUEST			
Bill 3521 - FY 2020 Budget A	Amendment		
STR	ATEGIC PLAN GOA	L/STRATEGY	
Goal 4.3 Ensure Fiscal Discip	pline and Good Stew	ardship of Pub	olic Resources
	FINANCIAL IMPA	ACT	
Award To:			
Amount of Request/Contract	t:		
Amount Budgeted:			
Funding Source/Account#:			
	PROJECT TIMEL	INE	
Estimated Start Da	ite	Estimate	d End Date
	STAFF RECOMMEN	NDATION	
	Approval		
OTHER BO	OARDS & COMMISS	SIONS ASSIGN	NED
Name of Board or Commis			
Date:			
Action/Vote:			
LIST OF RE	FERENCE DOCUME	ENTS ATTACH	HED
Dec. 16 Work Session Mate	erials		
	REVIEWED BY	:	
	Jim Feuerborn		

## **BACKGROUND / JUSTIFICATION**

City staff has made several recommendations for budget amendments in the Buildings and Grounds and Court departments to improve building security; the Police Department to increase Administrative Assistant hours to allow for evening customer service; the Restricted Revenue Fund for the purchase of skates to be rented for the new ice rink; and amending the personnel sections of the budget for the creation of a Public Works Worker III position.

BILL 3521 ORDINANCE

## "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AMENDING THE FISCAL YEAR 2020 OPERATING AND INTERNAL SERVICES BUDGETS."

**WHEREAS**, the Fiscal Year 2020 operating and internal services budgets have been adopted by the Raymore City Council; and

**WHEREAS**, staff made budget amendment recommendations to the City Council in the areas of Court, Buildings and Grounds, the Police Department, and the Restricted Revenue Funds at the Council work session on December 16, 2019; and

**WHEREAS**, the City Council desires to amend the Fiscal Year 2020 budget accordingly.

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

<u>Section 1</u>. That the City of Raymore Fiscal Year 2020 Operating and Internal Services Budgets are amended as follows:

<u>Expenditures</u>	<u>Budgeted</u>	<u>Amended</u> <u>Budget</u>	<u>Change</u>
General Fund - B&G (01-07)	\$378,948	\$386,698	\$7,750
General Fund - Court (01-10)	\$139,464	\$145,064	\$5,600
General Fund - Police (01-15)	\$3,949,141	\$3,981,574	\$32,433
Restricted Revenue Fund (04)	\$16,480	\$25,230	\$8,750

<u>Section 2.</u> The Personnel and Salary Sections of the Fiscal Year 2020 Budget are amended to add a Worker III Position - Public Works.

<u>Section 3</u>. Any Ordinance or part thereof which conflicts with this Ordinance shall be null and void.

<u>Section 4</u>. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

<u>Section 5</u>. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any

court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

### DULY READ THE FIRST TIME THIS 13TH DAY OF JANUARY, 2020.

# BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH DAY OF JANUARY, 2020, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad Councilmember Barber Councilmember Berendzen Councilmember Burke III Councilmember Circo Councilmember Holman Councilmember Jacobson Councilmember Townsend

ATTEST:	APPROVE:
Jean Woerner, City Clerk	Kristofer P. Turnbow, Mayor
	Date of Signature

Bill 3521 2



To: City Council

From: Jim Feuerborn, City Manager

Date: December 16, 2019

Re: Proposed FY 2020 Budget Amendment - Court/Buildings and Grounds

### Mayor and City Councilmembers:

In October of this year, there was a security incident on court night that has led to a comprehensive review of court procedures and practices. This review, conducted by Judge Nigro, Court Administrator Donna Furr, Chief of Police Jan Zimmerman, and myself has led to a number of changes in practice and some recommendations to Council that would require budget amendments if approved.

The incident involved an individual who has had a history in Raymore of behavioral and mental issues. She was on the court docket on October 3 and had appeared before the judge. She left the building but returned at the end of the evening after the judge had dismissed the police officers "working the court" back to normal duty. She entered the building and the courtroom and threatened violence against the judge and then ran out of the building and was gone before officers could arrive from downstairs.

The incident brought into clear relief a number of practices and procedures that needed to be addressed. They follow:

Issue: Prior to and up to this incident the front doors to the building were kept unlocked until 10 p.m. This access is not warranted and does not lend itself to secure crowd control as persons can come and go as they please until that hour.

Implemented Solution: The doors now automatically lock at 6 p.m. when court actually begins. If persons need to enter the building following that hour then a police officer is there to allow them access.

Issue: At the end of the evening court personnel and the judge had been leaving randomly, often walking to their vehicles alone.

Implemented Solution: All court personnel and the judge leave at the same time and are escorted out by an officer. They all now park in the same location in the back lot.

Issue: At the time of the incident there was no incident button present to alert dispatch to send officers due to changeover in the system being used.

Implemented Solution: There is now an incident button(s) present and they are extensively more advanced than the previous system.

Issue: While there are broadcast cameras present in the courtroom, there are no security cameras to record incidents that take place in the court.

Recommended Solution: The installation of a pendulum system of four cameras to cover all areas of the room. Because there is a possibility that these would be needed for other events outside of the court, it is recommended that this expense come out of a budget amendment to Buildings and Grounds.

Cost: \$3,500 (conservative)

Issue: In spite of the presence of highly trained police officers, at no given time has there ever been any way to know if and how many people are actually bringing weapons of some kind into the courtroom on court night.

Recommended Solution: The purchase of a walk through metal detector is recommended. The new lobby extension makes this an ideal location to set up the detector. In addition to the detector it is recommended that a hand carried metal detector also be purchased. One front entry door would be designated as entry and one as an exit with the detector located just inside the entry door. The lobby would be set up and procedures followed very similar to what we have all seen in most locations that use these types of detectors.

This solution is ideal as it really serves two important purposes. First, it "hardens the target". Second, it gives a tremendous piece of mind to both court personnel and the public present. Like the camera system, because this system could be found useful at other city events in the future, it is recommended that this expense come out of a budget amendment to Buildings and Grounds.

Cost: \$4,250 for both walk through and hand held (very conservative)

Issues: The use of on-duty and off-duty police officers to serve the court. First, the use of regular police personnel being paid out of the police department budget to serve the court could seriously call into question that separation of court from the police department that is specifically spelled out in recent legislative changes.

Second, the use of both on-duty and off-duty police officers requires the use of a tremendous amount of overtime being paid out of the police department and general fund budgets.

Third, the constant changeover in the officers who may or may not be working leads to uncertainty in "who is going to be on" and consistency of practice on court nights.

Recommended Solution: The court hire two, two-person bailiff teams. These individuals would be retired/former or available POST certified police officers who would bring all that previous training to the table. One would be inside the court and one would work the lobby. They would receive on-going training. One team would work the first court night of the month and the other team would work the second. If there was ever the need to expand to another court docket it would simply mean more hours for each of the teams. This would allow for the separation of court and the police department after a "break in" period with existing police personnel. It would provide consistency for the court security as the bailiff teams become increasingly familiar with the system, the judge, and the other court personnel. Because they would be trained and carrying a firearm, there would be the same security presence for court that currently exists. Because they would be paid a straight, part-time wage there would be a significant savings over what we are currently paying in overtime.

The bailiffs would be in "civilian uniform" very similar to what you would find at the federal courthouse. These amendments would be assigned to court exclusively.

Cost: Salaries - \$4,300
Training - \$ 500
Uniform Allowance - \$ 800
Total - \$5,600

Total Budget Amendment - Buildings and Grounds -	\$ 7,750
Total Budget Amendment - Court	\$ 5,600
Total General Fund Budget Amendment -	\$13,350



To: City Council

From: Mike Ekey, Assistant City Manager

Date: Dec. 12, 2019

Re: Proposed FY 2020 Budget Amendment - PD Admin Assistant

### Mayor and City Councilmembers:

Currently, the Police Department uses a part-time administrative assistant position to support a number of clerical duties in the department. Additionally, this position also is used to help staff the customer service window in the lobby of the Police Department.

It is our goal to expand the number of hours that the Police Department customer service window can be open. As we grow as a community, there is a higher demand for police reports, records and other customer service-related duties that all originate from that lobby window.

Currently, the window closes at 5 p.m. Staff is recommending a budget amendment to expand the part-time administrative assistant from part-time to a three-quarters-time employee.

This will allow the administrative assistant, in partnership with the Records Clerk position, to staff the Police Department customer service window from 8 a.m. to 8 p.m. It will also give the administrative assistant position the necessary hours to continue to provide clerical support throughout the department.

The total anticipated budget amendment would be for \$32,433 to expand the position. However, we do not anticipate this entire amount being spent.

Although not moving up in the salary chart, this position will see a \$9,793 increase in salary through expanded hours available. However, it does also require the City to budget the maximum for benefits (medical, retirement, etc) as this position will be eligible. It is not anticipated that this position would elect to take those benefits, but we must still budget for the possibility.

Salary \$9,793
Benefits \$22,640 **Total Budget Amendment** \$32,433



To: City Council

From: Jim Feuerborn, City Manager

Date: December 16, 2019

Re: Proposed FY 2020 Budget Amendment - Restricted Revenue Account

#### Mayor and City Councilmembers:

With the completion of the ice rink at T.B. Hanna staff, in the memo attached, provides the Council with the initial business plan for this amenity. The plan for 2020 needs to be a modified one as the rink will be open but the remainder of the park will be in construction mode and certain amenities that will eventually serve the rink will not yet be in place (rest rooms, concessions, skate rental area). Once construction is complete prior to the fall of 2020 and as we move into the second season for the rink, staff will be modifying the business plan to incorporate these additional amenities and provide even more services.

Issue: Staff believes that for the rink to succeed from the beginning that it should be available to all levels of skaters. While many who skate regularly have their own equipment, the occasional skater or someone just starting out will most likely not have skates of their own. Staff has researched skate rental extensively, to find out the types of skates that are most durable, most likely sizes to be rented out, cost for bulk purchase, etc. Staff has also researched available sources of funds for this purchase.

#### Recommended Solution:

Use of Funds-To have sufficient pairs of skates on hand for rental to different age groups and different sizes, other skating facilities and companies who sell skates in bulk recommend 95 pairs of skates be on hand for rental in different sizes. Staff has quoted this out and the cost for purchase is \$6,669.51. It will also be necessary to have a commercial grade sharpener to keep the skates ready for rental. The cost for a sharpener is approximately \$1,174. Staff would recommend a combined budget amendment for this purchase of \$8,750 to account for any contingencies of unforeseen items.

Source of Funds-The restricted revenue account holds funds for various projects to be done in the current year or in future years. Items such as capital projects in the parks, the parks master plan, the growth management plan all have funds in this account for future use. These funds, like all of our funds, earn interest. In the case of the restricted revenue fund, the interest that has been earned is more than sufficient to cover the cost of this purchase. If the Council accepts using this source of funds for the purchase of skates, it is more than likely that the remaining amount of the interest in the fund at this time would have been and will be recommended to be used to bolster the funds being used for the T.B. Hanna improvements associated with the bond issue.





### Memorandum

**TO:** Jim Feuerborn, City Manager

**FROM:** Michael Krass, Director of Public Works & Engineering

Mike Ekey, Assistant City Manager

**DATE:** Dec. 12, 2019

**RE:** Creation of Worker III Position within Public Works Department

Mr. Ekey and I recently completed a comprehensive review of the Operations and Maintenance Division of Public Works with the goal of improving employee retention and make recommendations regarding enhancements to the department that recognizes and rewards employees who receive additional certifications and training.

At the beginning of the year 2019, the Human Resources Department was asked to conduct a salary survey of all hourly positions in the Public Works Department's Operations Division. The goal was to explore ways to improve retention of employees and to enhance a system that recognizes and rewards employees who receive additional certifications and trainings.

The data from that survey indicates that the Maintenance Worker I and II positions are competitive in pay when compared to similar municipalities.

In addition to the salary survey, HR conducted a review of the duties and responsibilities of the various positions within the Operations and Maintenance Division. As a result of this review, we are recommending the creation of a Maintenance Worker III position at pay range 7 of the salary chart.

Attached please find a copy of the Maintenance Worker III Job Description and Progression Matrix for the Department.

Code: 0640 FLSA: Non-Exempt

## CITY OF RAYMORE, MISSOURI JOB DESCRIPTION

CLASSIFICATION TITLE: PUBLIC WORKS MAINTENANCE WORKER III

### PURPOSE OF CLASSIFICATION

The purpose of this classification is to perform various semi-skilled to skilled construction, repair, maintenance and operational activities in support of the Public Works Department.

#### **ESSENTIAL FUNCTIONS**

The following duties are normal for this position. The omission of specific statements of duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

Adheres to established safety procedures; monitors work environment and use of safety equipment to ensure the safety of employees and other individuals; flags and directs traffic and places markers, signs and cones around project/work site to ensure the safety of the crew and the traveling public; wears protective gear.

Performs building, repair and maintenance of concrete/asphalt streets, sidewalks, bridges, alleys, right-of-way, easements, driveways as required; removes debris, snow and ice from streets, sidewalks, parking lots and other public areas; prepares and installs traffic control signals and signs.

Performs various landscaping duties, such as grass and weed cutting, planting, maintenance and removal of trees and shrubbery, building and repairing fences, removing litter and applying herbicides, pesticides and fertilizers.

Performs work functions associated with installation, maintenance and repair of water utility systems; locates water leaks, repair pipe leaks; clears blocked pipes; installs pipe; cuts pipes; digs holes or trenches; installs new services, fire hydrants and drinking fountains; turns water mains on/off; installs/replaces water meters; reads meters; loads and unloads trucks; shovels materials, etc.

Performs building, repair and maintenance of storm pipes, sewers, and drainage components; prepares area for pipe placement; sets pipe to proper grade and alignment; removes debris from catch basins, storm drains and culvert pipes.

Inspects the conditions of assigned water lines and structures; identifies needed maintenance and repair work; and consults with supervisors on project cost estimates, approvals, priorities, and scheduling.

Maintains inventory of equipment, parts and supplies; collects and transports materials and supplies to job site.

Performs general and preventive maintenance as needed to keep equipment in good working condition; inspects equipment; checks fluid levels; replaces fluids; greases equipment; washes and cleans equipment; monitors equipment operations to maintain efficiency and safety; reports faulty equipment.

Communicates with supervisor, City employees and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems.

Prepares, completes or receives various work orders, maintenance logs, or other documents; reviews, completes, processes, forwards or retains as appropriate.

Operates a variety of heavy equipment and machinery to complete tasks including a utility truck, backhoe, track hoe, bulldozer, front-end loader, grade all, forklift, dump truck, flatbed truck, bobcat, trailer, snow plow, tamping machine, and related equipment; utilizes mechanical tools, finishing tools, grading tools, pressure washer, air compressor, pump, chain saw, pipe saw, tapping tool, shovel, rake, mechanic tools, plumbing tools, pressure washer, air compressor, pump, chain saw, pipe saw, tapping tool, shovel, rake, mechanic tools, plumbing tools, and various power tools and other tools and equipment as needed to complete essential functions.

### ADDITIONAL FUNCTIONS

May perform maintenance activities at public works facilities such as painting, sweeping changing light bulbs and trash pickup.

May participate in special projects, including projects for other divisions and City departments as required.

Performs other related duties as required.

### **MINIMUM QUALIFICATIONS**

High school diploma or GED is required; supplemented by four (4) years of experience in public works construction, maintenance and repair; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. Must possess and maintain a valid Missouri Class A Commercial Driver's License (CDL) including appropriate endorsement(s). Must obtain or maintain certification in Traffic Control from an accredited organization,Mo/DNR Backflow Testing Certification, Mo/DNR Class D Sanitary Sewer Operator Certification or , Class III Mo/DNR Water Distribution Certification

### PERFORMANCE APTITUDES

**<u>Data Utilization</u>**: Requires the ability to determine, calculate, tabulate, or summarize data/information. Includes performing subsequent actions in relation to these computational operations.

<u>Human Interaction</u>: Requires the ability to exchange information for the purpose of clarifying details within well established policies, procedures and standards.

**Equipment, Machinery, Tools, and Materials Utilization**: Requires the ability to operate and control the actions of equipment, machinery, tools and/or materials requiring complex and/or rapid adjustments.

**<u>Verbal Aptitude</u>**: Requires the ability to utilize a wide variety of reference data and information.

<u>Mathematical Aptitude</u>: Requires the ability to perform addition, subtraction, multiplication, and division. May include counting, recording of counts, and basic measuring.

**Functional Reasoning**: Requires the ability to carry out detailed but routine written or oral instructions. Involves routine work according to clearly prescribed standard practices, with some latitude for independent judgment.

<u>Situational Reasoning</u>: Requires the ability to exercise judgment, decisiveness and creativity in situations involving a variety of generally pre-defined duties which are often characterized by frequent change.

Last Revised: February 2019

0640

### ADA COMPLIANCE

<u>Physical Ability</u>: Tasks require the regular and, at times, sustained performance of moderately physically demanding work, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, and crawling, and that may involve the lifting, carrying, pushing, and/or pulling of moderately heavy objects and materials (20-80 pounds).

**Sensory Requirements**: Some tasks require the ability to perceive and discriminate colors or shades of colors, sounds, odor, depth, texture, and visual cues or signals. Some tasks require the ability to communicate orally.

**Environmental Factors**: Performance of essential functions includes working in extreme weather conditions as well as exposure to other adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, rain, fumes, temperature and noise extremes, hazardous materials, fire, unsafe structures, heights, confined spaces, machinery, vibrations, electric currents, traffic hazards, bright/dim lights, toxic agents, animal/wildlife attacks, animal/human bites, explosives, water hazards, violence, disease, pathogenic substances, or rude/irate customers.

The City of Raymore, Missouri is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City of Raymore will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Job Title	Experience	Certifications	Annual Trainng Hours
Maintenance Worker I	0 Years	Class B CDL	
		Work Zone/ Flagger	
		Mo/DNR DS-I	10
Maintenance Worker II	2 Years	Class A CDL	
		Mo/DNR DS-II	20
		Work Zone / Flagger	
Maintenance Worker III	4 Years	All MW II Certifications	16
		Mo/DNR Class D Wastewater OR	30 over 3 years
		Mo/DNR DS-III	30
		Backflow Certification	Re-test every 3 years
Crew Leader		All MW III Certifications	
		IMSA Traffic Control Certification	
		APWA Public Works Institute or equiv. Credentials within 36 months	

# **New Business**



# CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

	AGENDATIEMINI	TORMATION TORM	
DATE: Jan. 27, 2020	)		
SUBMITTED BY: Jir	n Feuerborn	DEPARTMENT: Administration	
	Resolution	☐ Presentation ☐ Public Hearing	
☐ Agreement	Discussion	☐ Other	
TITLE / ISSUE / REQUEST			
Bill 3522 Participation	n in Show Me Green	Sales Tax Holiday	
	STRATEGIC PLA	AN GOAL/STRATEGY	
Strategy 3.3.2: Provid	de support to existing	g local business	
	FINANCI	AL IMPACT	
Award To:			
Amount of Request/0	Contract:		
Amount Budgeted:			
Funding Source/Acc	ount#:		
	PROJEC <sup>7</sup>	T TIMELINE	
Estimated S	Start Date	Estimated End Date	
STAFF RECOMMENDATION			
ОТ	HER BOARDS & CC	DMMISSIONS ASSIGNED	
Name of Board or 0	Commission:		
Date:			
Action/Vote:			
LIST	OF REFERENCE D	OCUMENTS ATTACHED	
	REVIEW	VED BY:	
ſ	Jim Feu	uerborn	

## **BACKGROUND / JUSTIFICATION**

Senate Bill 1181, enacted by the General Assembly in 2008, established the Show Me Green Sales Tax Holiday in Section 144.526, RSMo, which exempts the State sales tax on the sale of certain Energy Star certified appliances annually when purchased on April 19-25. Municipalities may also participate in the holiday to exempt City sales tax from the sale of these items.
To participate in the 2020 Show Me Green Sales Tax Holiday, the City must notify the Missouri Department of Revenue that it will participate in the holiday and provide a copy of the ordinance to that effect no later than March 5, 2020.

BILL 3522 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, COMMITTING THE CITY OF RAYMORE TO PARTICIPATE IN THE SHOW ME GREEN SALES TAX HOLIDAY IN 2020."

**WHEREAS,** Senate Bill 1181, enacted by the General Assembly in 2008, established the Show Me Green Sales Tax Holiday in Section 144.526, RSMo; and

**WHEREAS,** the Show Me Green Sales Tax Holiday exempts the sale of certain Energy Star certified appliances from State tax and takes place annually April 19-25; and

**WHEREAS,** municipalities may participate in the holiday and allow City sales tax from the sale of these items to be exempted; and

**WHEREAS,** in order to participate in the Show Me Green Sales Tax Holiday, the City must notify the Missouri Department of Revenue that it will participate in the holiday and provide a copy of the Ordinance to that effect no later than March 5, 2020.

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

<u>Section 1.</u> The City of Raymore shall participate in the Show Me Green Sales Tax Holiday in 2020.

<u>Section 2.</u> Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

<u>Section 3.</u> Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 27TH DAY OF JANUARY, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF FEBRUARY, 2020, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad Councilmember Barber Councilmember Berendzen Councilmember Burke III Councilmember Circo Councilmember Holman Councilmember Jacobson Councilmember Townsend

ATTEST:	APPROVE:
Jean Woerner, City Clerk	Kristofer P. Turnbow, Mayor
	Date of Signature

Bill 3522 2



# CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

AGLIDATILM	INFORMATION FORM		
DATE: Jan. 21, 2020			
SUBMITTED BY: Katie Jardieu	DEPARTMENT: Development Services		
☐ Ordinance ☒ Resolution	n ☐ Presentation ☐ Public Hearing		
☐ Agreement ☐ Discussion	n		
TITLE / ISSUE / REQUEST			
Res 20-04: Request to extend expiration date of The Estates preliminary plat			
STRATEGIC PLAN GOAL/STRATEGY			
3.2.4: Provide quality, diverse housing options that meet the needs of our community.			
FINAL	NCIAL IMPACT		
Award To:			
Amount of Request/Contract:			
Amount Budgeted:			
Funding Source/Account#:			
PROJECT TIMELINE			
Estimated Start Date	Estimated End Date		
STAFF RECOMMENDATION			
	Approval		
OTHER BOARDS &	COMMISSIONS ASSIGNED		
Name of Board or Commission:			
Date:			
Action/Vote:			
LIST OF REFERENCE DOCUMENTS ATTACHED			
Request Letter			
Approved Preliminary Plat			
REV	IEWED BY:		
Jim	Feuerborn		

## BACKGROUND / JUSTIFICATION

The Preliminary Plat for The Estates and Estate Villas of The Good Ranch was originally approved by City Council on February 12, 2007. In 2019, Council extended the expiration date until February 11, 2020.
The developer continues to pursue development options for the property. The adoption of the Master Development Agreement includes provisions that ensure the development will provide for adequate stormwater control and treatment.
If the request for a one-year extension is granted, the new expiration date of the preliminary plat would be February 11, 2021.

### **RESOLUTION 20-04**

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING A ONE-YEAR EXTENSION OF THE PRELIMINARY PLAT FOR THE ESTATES AND ESTATE VILLAS OF THE GOOD RANCH."

**WHEREAS**, The Estates and Estate Villas of The Good Ranch Preliminary Plat was initially approved by the Raymore City Council on February 7, 2007; and

**WHEREAS,** Council granted an extension of the expiration date of the preliminary plat to February 11, 2020;

**WHEREAS**, the developer of The Estates and Estate Villas of The Good Ranch is hereby requesting another one (1) year extension to the expiration date of the Preliminary Plat; and

**WHEREAS**, as required by the Unified Development Code Section 470.110(C)(9), City Council has determined that the extension request was made prior to the expiration date of the preliminary plat and the plat remains unchanged from its last acceptance.

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

<u>Section 1.</u> This expiration date of Thee Estates and Estate Villas of The Good Ranch Preliminary Plat is hereby extended for a period of one (1) year, with a new expiration date of January 27, 2021.

<u>Section 2.</u> This Resolution shall become effective on and after the date of passage and approval.

<u>Section 3.</u> Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

# DULY READ AND PASSED THIS 27TH DAY OF JANUARY, 2020, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad Councilmember Barber Councilmember Berendzen Councilmember Burke III Councilmember Circo Councilmember Holman Councilmember Jacobson Councilmember Townsend

ATTEST:	APPROVE:
Jean Woerner, City Clerk	Kristofer P. Turnbow, Mayor
	Date of Signature

Res 20-04 2

RANDAL J. LEIMER, ESQ.
EXECUTIVE VICE PRESIDENT AND GENERAL COUNSEL rjleimer@greatplainsdevelopments.com

January 9, 2020

VIA EMAIL

Mr. James Cadoret, AICP Community Development Director City of Raymore 100 Municipal Circle Raymore, MO 64083

Re: Preliminary Plat & Master Development Agreement for The Estates and Estate Villas of The Good Ranch, Raymore, Missouri

Dear Mr. Cadoret:

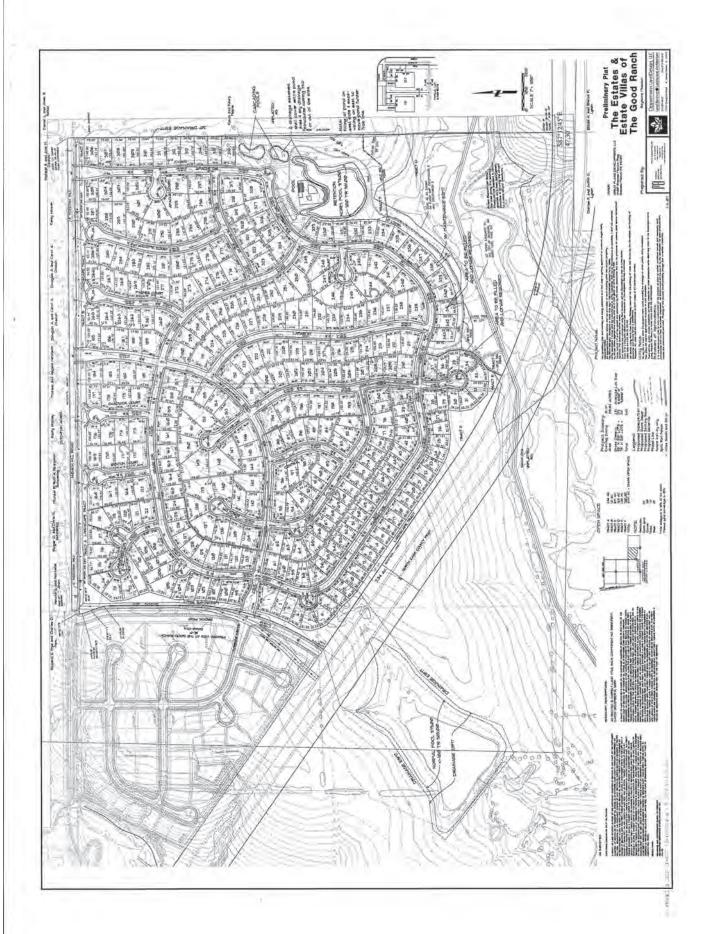
Please consider this our formal request for a one year extension of the Preliminary Plat for the above Subdivision, which is set to expire February 11, 2020. This request includes the extension of the Master Development Agreement dated April 14, 2014, together with the respective rights and benefits thereunder.

If you have further questions or needs, do not hesitate to contact us.

Best regards,

Randal J. Leimer

RJL/jcw 17.054





# CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

AGENDATTE	MINIONIATION FORM
DATE: Jan. 27, 2020	
SUBMITTED BY: Mike Krass DEPARTMENT: Public Works	
	on Presentation Public Hearing
□ Agreement □ Discussion	on
TITLE	/ ISSUE / REQUEST
Bill 3508 - Traffic Study Project	
STRATEGIC PLAN GOAL/STRATEGY	
Goal 2.2.2 Create and Maintain a well connected transportation network	
FINANCIAL IMPACT	
Award To: Wilso	on & Company
Amount of Request/Contract: \$137	,412
Amount Budgeted: \$140,	,000
Funding Source/Account#: Excis	e Tax Fund (37)
PRO	DJECT TIMELINE
Estimated Start Date	Estimated End Date
February 2020	July 2020
STAFF RECOMMENDATION	
	Approval
OTHER BOARDS	& COMMISSIONS ASSIGNED
Name of Board or Commission:	
Date:	
Action/Vote:	
LIST OF REFERENCE	CE DOCUMENTS ATTACHED
Contract	
Study Area Map	
LRE	VIEWED BY:
lir	m Feuerborn
l JII	

### BACKGROUND / JUSTIFICATION

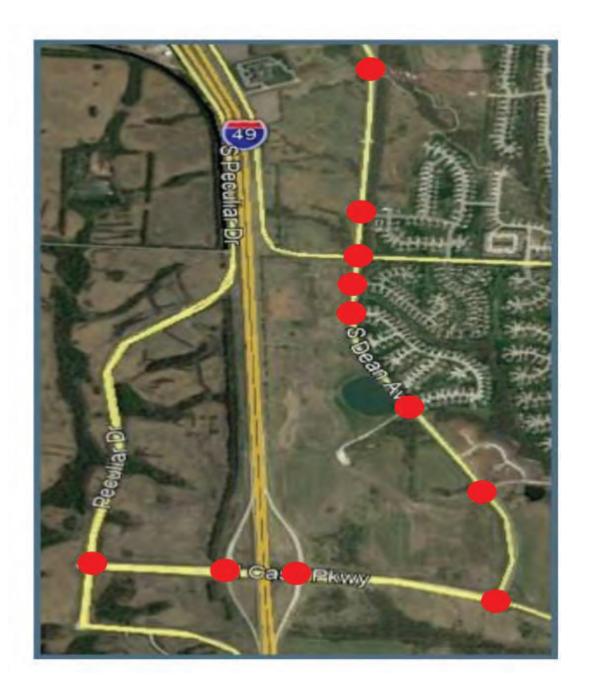
The FY 2020 Capital Budget includes funding for a traffic study for 58 Highway and the area surrounding North Cass Parkway (as shown on the attached map).

The 58 Highway portion of the study will provide recommendations for access management. The North Cass Parkway portion of the study will provide recommendations for access management and traffic control associated with future development in the area.

Following an Request for Qualifications, the City reviewed proposals from: (1) Shafer, Kline & Warren, Inc., (2) CFS Engineers, (3) Wilson & Company, (4) GBA.

Staff reviewed the qualifications submitted by these firms and recommends award of the North Cass Parkway Traffic Study and 58 Highway Traffic Study to Wilson & Company.

It is intended that this study will be updated by Wilson & Company as specific projects are identified in order to provide consistent traffic control recommendations. The cost of the updates will be paid for by those future developments.



BILL 3508 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WILSON & COMPANY FOR THE 58 HIGHWAY/NORTH CASS PARKWAY TRAFFIC STUDY, CITY PROJECT NUMBER 20-346-501, IN THE AMOUNT OF \$137,412 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

**WHEREAS**, staff reviewed the proposals submitted and found that the proposal from Wilson & Company was the best of the proposals submitted.

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

<u>Section 1</u>. The City Manager is directed to enter into a contract in the amount of \$137,412 with Wilson & Company for the 58 Highway/North Cass Parkway Traffic Study.

<u>Section 2</u>. The City Manager and City Clerk are hereby authorized to execute the contract attached as Exhibit A on behalf of the City of Raymore.

<u>Section 3</u>. The City Manager is authorized to approve change orders for this project within established budget constraints.

<u>Section 4</u>. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

<u>Section 5</u>. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 27TH DAY OF JANUARY, 2020.

# BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF FEBRUARY, 2020 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad Councilmember Barber Councilmember Berendzen Councilmember Burke III Councilmember Circo Councilmember Holman

### Councilmember Jacobson Councilmember Townsend

ATTEST:	APPROVE:
Jean Woerner, City Clerk	Kristofer P Turnbow, Mayor
	 Date of Signature

Bill 3508 2



# CITY OF RAYMORE CONTRACT FOR PROFESSIONAL SERVICES

### **Traffic Study West Gateway**

### AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 10th day of February, 2020 between Wilson & Company, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 800 East 101st Terrace, Suite 200, Kansas City, MO 64131, hereafter referred to as the **Consultant**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of <u>February 10, 2020</u> and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

### ARTICLE I THE WORK

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #20-346-501 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Consultant agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFQu# 20-346-501 including insurance and termination clauses as needed or

required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

## ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

This contract is for services provided in a one year period beginning February 15, 2020 and ending February 14, 2021 . This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel this agreement.

## ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Consultant, \$137,412.00 which is "not to exceed" One Hundred Thirty Seven Thousand Four Hundred Twelve dollars for completion of the work, subject to the provisions herein set.

## ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Consultant for the completed work as follows:

The Consultant shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Consultant's work. The City will be the sole judge as to the sufficiency of the work performed. A 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made.

In the event of the Consultant's failure to perform any of his duties as specified in this contract and addendums, or to correct an error within the time stipulation agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Lien waivers shall be provided, as applicable, to the City with each progress billing/monthly invoice, for that portion of completed work. Full release lien waivers from all vendors, suppliers and sub-Consultants shall be provided to the City prior to final payment of retainage, as applicable.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

# ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

Traffic Study 20-346-501 CONTRACT Page 2 of 11 All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract (except for Worker's Compensation and Professional Liability coverage).

Consultant agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

### ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate a representative to render decisions on behalf of the City and on whose actions and approvals the Consultant may rely.

The Consultant's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Consultant), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Consultant. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance or delay in performance of this agreement. The City and the Consultant shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Consultant agrees to provide all services necessary to perform and complete the contract as specified. Consultant further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Consultant will supervise and direct the work performed, and shall be responsible for his employees. Consultant will also supervise and direct the work performed by sub-Consultants and their employees and be responsible for the work performed by sub-Consultants hired by the Consultant.

Consultant agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Consultant shall bear the cost of any permits which he is obligated to secure. Consultant will also ensure any sub-Consultants hired will obtain the necessary licenses and permits as required.

Consultant agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Consultant agrees to ensure sub-Consultants and their employees comply with all applicable laws and regulations aforementioned.

Consultant also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

### ARTICLE VII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or email.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Consultant at the address listed below. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

# ARTICLE VIII ARBITRATION

In case of a dispute, the Consultant and the City shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties.

# ARTICLE IX WARRANTY

Consultant shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with Appendix A specifications.

Consultant warrants that the goods shall be delivered free of the rightful claim of any third person by way of non-payment on the part of the Consultant for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Consultant of such claim. If City fails to forward such notice to Consultant, it shall be deemed to have released Consultant from this warranty as to such claim.

# ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the consultant must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- \* providing documentation affirming the bidder's enrollment and participation in a

federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

## ARTICLE XI ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Consultant agrees that it has not relied upon any representations of Consultant as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

**IN WITNESS WHEREOF**, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

(SEAL)

## THE CITY OF RAYMORE, MISSOURI

y:
Jim Feuerborn, City Manager
ttest:
Jean Woerner, City Clerk
SEAL)
/ILSON & COMPANY
ILSON & COMPANT
y:
tle:
ttest:

## Appendix A

## **Scope of Services**

See Attached.

# Appendix B General Terms and Conditions

### A. Procedures

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Public Works Director in consultation with the Finance Director or their authorized representative (s). The Consultant shall not comply with requests and/or orders issued by any other person. The Public Works Director will designate his/her authorized representatives in writing. Both the City of Raymore and the Consultant must approve any changes to the contract in writing.

#### B. Contract Period

Award of this contract is anticipated prior to the end of February 2020, with final traffic study completed within 120 days.

#### C. Insurance

The Consultant shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Consultant, its agents, representatives, employees or sub consultants. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

## 1. General Liability

Owners and Protective Liability.

Minimum Limits

General Liability:

\$2,000,000 Each Occurrence Limit

### D. Hold Harmless Clause

The Consultant shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Consultant or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

### E. Exemption from Taxes

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished upon request, and therefore the City shall not be charged taxes for materials or labor.

## F. Employment Discrimination by Contractors Prohibited/Wages/ Information

During the performance of a contract, the Consultant shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Consultant will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each sub consultant or vendor used by the Consultant.

## G. Invoicing and Payment

The Consultant shall submit invoices, in duplicate, for services outlined above in the scope of services under Appendix A.

#### H. Cancellation

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Consultant. Any contract cancellation notice shall not relieve the Consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

#### I. Contractual Disputes

The Consultant shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of receipt of the claim.

City decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or his designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

### J. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

### K. Applicable Laws

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

## L. Drug/Crime Free Work Place

The Consultant acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

- 1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
- 2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
- 3. Any crimes committed while on City property.

The Consultant further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

### M. *Inspection*

At the conclusion of each job order, the Consultant shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Consultant at the Consultant's sole expense prior to final acceptance of work, and normal warrantees shall be issued at point of final acceptance by the City of Raymore.

#### N. No Escalation of Fees

The pricing of services contained in the contract for the selected Consultant shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

### O. Permits

The successful Consultant shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Business License" required of all vendors doing business within the City limits of Raymore (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

### P. Release of Information

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents

within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

## Q. Rejection of Bids

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

### R. Affidavit of Work Authorization and Documentation:

Pursuant to 285.530 RSMo, the consultant must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- \* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.



City of Raymore Traffic Study – Scope of Work

## Introduction and Understanding

The City of Raymore is experiencing development pressures requiring a higher level of coordinated evaluation to understand traffic impacts of new development on the existing conditions in the City. Wilson & Company will produce a coordinated traffic study with tools to identify the triggers and solutions for needed transportation system improvements as the city develops.

The model being developed will include the North Cass Parkway area on the south side to the Route 58 corridor on the north side. This will include the two interchanges of I-49 and extend to Route 58 and Madison. This will benefit the City by enabling a larger and more comprehensive model to be developed addressing Raymore's needs north of the North Cass Parkway interchange and the immediate roadway network to the east of I-49. Ultimately, this tool can be used to evaluate improvement strategies for I-49 too, as the bottleneck in this area is a major concern to the City, as well as state, and local elected officials.

The City has experienced an approximate doubling in population from 2000 to 2019 (estimate) - from 11,360 to 21,784 residents, placing pressure on the transportation system. Several large-scale developments currently exist in the area, causing further increases to traffic volumes on the arterial roadways in the vicinity of commercial land uses and the interchanges with I-49. Maintaining safe and consistent access along local and state maintained roadways is a major factor in successful site development, so the impacts of development do not cause safety and operational traffic failures on the limited arterial network.

As the City continues to grow, and demands on the roadway network increase, resulting congestion will begin to affect motorist, bicyclist, and pedestrian safety, and in some cases, affect the attractiveness of a community to live, shop, or invest in. Understanding how your transportation asset operates today, and how it is anticipated to operate with future proposed development, will benefit the City by allowing the City to effectively program improvements in a phased and intentional manner.

## Overall Study Approach

The project consists of three phases as follows:

- Phase 1 Data collection and visioning for Route 58 Corridor Study Area
- Phase 2 North Cass Parkway Traffic Study and Model
- Phase 3 Route 58 Study Area Traffic Study and Model

### Phase 1: Data collection and Visioning

Mid-block traffic counts: Wilson & Company will use our traffic counter recorders to collect 48-hour segment counts, and capture the speed of those vehicles. Our traffic count recorders are non-invasive and can capture traffic and speed data from a side-of-the-road mounted installation on a utility pole. This provides greater safety for our staff, and greater probability that the counts will be complete as no tubes will be placed in the roadway. Additionally, since the counters do not use roadway mounted tubes, spikes are not necessary, thus negating safety issues with spikes coming up from the pavement. The 48-hour counts will be collected to know current traffic patterns and develop network assignment assumptions. We recommend that at least one segment count be conducted on Route 58 east of Foxridge.

Intersection traffic counts: Wilson & Company will use our video-based traffic count recorders to video record morning and evening peak period turning movements at the following intersections:

- Route 58/Bel-Ray Boulevard (western signal)
- Route 58/Walmart western access
- Route 58/Dean Avenue
- Route 58/Kentucky Road



- Route 58/Lowe's western access
- Route 58/Lowe's eastern access
- Route 58/Darrowby Drive
- Route 58/Huntsman Boulevard
- Route 58/Mott Drive
- Route 58/Fox Ridge Drive
- Fox Ridge Drive/Lucy Webb Road
- Fox Ridge Drive/Johnston Drive

The video-based traffic recorders are an excellent way for us to capture vehicle turning movement, bicyclist and pedestrian activity, and roadway behavior. We have found these cameras to be extremely valuable in capturing driver behavior, such as safety issues, and to develop strategies to mitigate the issues, ultimately improving safety and roadway reliability/performance. An example of the use of these cameras is to help the community understand how driveways and access control can greatly influence safety, particularly on high-volume arterial roadways where communities are contemplating median treatments.

Safety, Geometric and intersection inventory: Wilson & Company will conduct a corridor inventory to understand historic safety issues, quantify roadway geometrics, intersection traffic control, intersection geometrics, driveway locations and geometrics, signage, and lighting to understand the physical characteristics of the study area. We will use our 360-degree video camera to capture video of the study area and generate our street-based view inventory. This provides us a tool for quality control, captures exact conditions in the field, and gives a video record of the inventory for the City. The camera is mounted on top of the vehicle and supplies a safer, and more efficient, method to capture many key corridor inventory items, rather than manually collecting the data in the field.

### Development verification

Wilson & Company will work closely with the City and property owners planning to develop in the study area, to know future development and the resulting trip generation and traffic growth. Additionally, we will work with Mid-America Regional Council (MARC) to know the existing year and year 2040 background traffic assumptions, as we are doing with the North Cass Parkway model. Conducting the development verification effort allows our team to quantify the differences between the development assumed by the regional model and the planned development in Raymore, and help identify specific local impacts due to isolated developments to be quantified in Phase 3.

#### Visioning Workshop

Wilson & Company will facilitate a workshop with City management and key individuals that the City would like to have participate. Wilson will develop Route 58 corridor initial concepts for an internal workshop discussion. All concept options will provide a basis for discussion related to proposed developments, vehicle capacity, safety, pedestrian accommodation, opportunities for beautification and potential ROW impacts.

The workshop discussion will result in a set of preferred elements that will develop a preferred concept to be used for the model development task in Phase 3. We will work with the City staff if there is a desire to share the concept with a broader public audience.

### Deliverables:

- · Corridor graphic layout with vision concept.
- Data collection summary memo.

#### Phase 2: North Cass study and model development

Page 4



### Analyze Existing Conditions

This task will focus on the analysis of traffic conditions with current Year 2020 development. The first items completed during this task are assembling available traffic data for the existing study area network and identify supplemental data collection requirements. Such data will include Average Daily Traffic (ADT) volumes, current turning movement counts, and existing traffic signal timing for the study area segments and key intersections from the Missouri Department of Transportation (MoDOT). For any unavailable or outdated data, consultant, and/or their approved sub-consultant, will conduct supplemental data collection activities. This data will be used to establish an existing conditions database for Year 2020. The Consultant will then use that database to develop network analysis models using capacity modeling and microsimulation software to evaluate the performance of the study area circulation system under existing conditions. The analysis output will document any current network deficiencies, without the presence of proposed developments.

## Analyze Year 2040 (Long-term) Background Conditions (Base Scenario)

This task will focus on the analysis of background conditions under long-term Year 2040 traffic conditions in the study area anticipated to occur regardless of proposed study area development. Consultant will assemble available data from the MARC regional transportation model for Year 2040 network and development conditions.

Key roadway network inputs and land use and socioeconomic inputs in the 2040 MARC model will then be reviewed and any necessary modifications made to reflect the current understanding of potential future land use and network connectivity surrounding the area of proposed development. For the background conditions analysis, land use data associated with the proposed area of development will be excluded (i.e. left blank) to depict how the study area roadway network will operate in Year 2040 without any development. GIS (or similar) mapping of socioeconomic assumptions and network characteristics will be prepared. Final daily and peak hour traffic projections will be developed for all study area segments and key intersections under Year 2040 long-term background conditions using traffic growth rates. The existing conditions capacity modeling and microsimulation software models will be modified to assess the performance of the study area circulation system under Year 2040 long-term background conditions, including all site accesses and key intersections.

Consultant will then conduct a Year 2040 long-term background conditions circulation system performance analysis. The evaluation output will document any network deficiencies associated with long-term background conditions prior to proposed study area development. The result will be a list of needed improvements to support the growth of the area, not including improvements associated within this study area. The list of needed improvements will include planning level costs.

### Analyze Year 2040 (Long-term) Full Buildout Conditions at Dean Ave. and Lucy Webb Rd.

This task will focus on the analysis of full buildout conditions under long-term Year 2040 traffic conditions in the study area of the intersection of Dean Avenue and Lucy Webb Road, as well as the potential extension of Harmon Road. Consultant will assemble available data from the MARC regional transportation model and developer-provided site data for Year 2040 network and development conditions.

Final daily and peak hour traffic projections will be developed for all study area segments and key intersections under Year 2040 long-term full buildout conditions using traffic growth rates. The base scenario capacity modeling and microsimulation software models will be modified to assess the performance of the study area circulation system under Year 2040 long-term full buildout conditions, including key intersections.

Consultant will then conduct a Year 2040 long-term full buildout conditions circulation system performance analysis. The evaluation output will document any network deficiencies associated with long-term full buildout conditions in the proposed study areas of the intersection of Dean Avenue and Lucy Webb Road and the

Page 4



extension Harmon Road to N. Cass Parkway. The result will be a list of any needed improvements to the intersection and the Harmon Road extension to support the growth of the area, including improvements associated within this study area. The list of needed improvements with triggers will include planning level costs.

### Deliverables:

- Cass Parkway area model.
- Data collection/existing conditions/future conditions memo.

### Phase 3: Route 58 model development

Wilson & Company is completing the model for North Cass Parkway, Dean Avenue, and Lucy Webb Road. Three models are being developed to analyze roadway needs and deficiencies for existing conditions, year 2040 background growth, and year 2040 with proposed developments.

We will expand upon the three models (existing conditions, year 2040 background, and year 2040 with development) developed in Phase 2 for this traffic analysis. The end result will be one set of tools to use for development impact assessment. Appropriate models will be developed so traffic impacts from known development assumptions are evaluated within this area.

### Performance and deficiency reporting and access management plan

The models will provide an excellent tool for the City to understand current and future roadway performance and related deficiencies. Example performance measures will include intersection traffic control delay and queuing studies to identify potential geometric improvements including new traffic control or turn lanes. The tool will also enable the City to understand how a phased capital improvement program, based on triggers of traffic improvement need, can be implemented. Each improvement can be tied to a background need or development specific triggered need.

All developments included in the model will have their network traffic impacts integrated into the model for easy summary. This tool will also create an added efficiency for the City as it relates to traffic impact study requirements and reviews, as the developments included in the study are already accounted for in the projections. Developments not included in the study can easily be added to the model and refined traffic projections can be redeveloped in the future using this comprehensive model (not included in this scope of work). From this effort, an Access Management Plan will be developed for the Route 58 study corridor.

The end product will be a report documenting the existing and future background traffic deficiencies, identifying needs due to development, and providing a list of projects by initial priority based on the best available data, so the City will have a transportation and mobility strategy that includes a program/list of improvements with triggers and planning level costs. This strategy also provides backing for other grant applications to address functional transportation needs on the critical transportation system feeding I-49 to the west of the study area (not included in this scope of work).

### Deliverables:

- Route 58 area model integrated with Cass Parkway area model.
- Data collection/existing conditions/future conditions memo.
- Route 58 area access management plan (Bel-Ray Boulevard to Fox Ridge Drive)

### Schedule

We anticipate the Phase 1 and 2 study efforts to be conducted within 240 days of Notice to Proceed. Phase 3 schedule will be determined with the City.

Page 4



## Confidentiality agreement

The Wilson & Company staff involved with the Cass Parkway Traffic Study have already signed a confidentiality agreement that will be updated to include this project. Wilson & Company is often chosen to provide confidential services, and our staff understand and respect the importance of confidentiality for sensitive projects.

Wilson & Company	0.77	Task Hours					
Classification	Rate	Phase 1	Phase 2	Phase 3	Hrs.	Billing Amt	
PRIME CONSULTANT (Wilson	& Comp	any)			9 10 10		
Project Manager	\$220	16	16	4	36	\$7,920	
Principal	\$220	16	24	4	44	\$9,680	
Traffic Leader	\$180	20	64	12	96	\$17,280	
Project Engineer (Licensed)	\$140	40	96	24	160	\$22,400	
Sr Planner	\$100	40	40	16	96	\$9,600	
Traffic EIT/Planner	\$83	224	160	120	504	\$41,832	
Intern	\$50	250	128	40	418	\$20,900	
Total Labor Hours	777	606	528	220	1354	1	
Total Labor Costs		\$51,332	\$57,440	\$20,840		\$129,612	
Equipment / Expenses	Cost	\$2,400	\$200	\$200		\$2,800	
Subconsultant Driect Expenses	Cost		\$5,000			\$5,000	
Total Project Cost	V-1111				à :	\$137,412	



# CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

AGEND	ATTEMINFOR	WA	HON FORM			
DATE: Jan. 27, 2020						
SUBMITTED BY: Melissa Ha	rmer DEF	PAF	RTMENT: Cor	nmun	nicat	ions
	esolution		Presentation	ı [		Public Hearing
☐ Agreement ☐ Di	scussion		Other			
	TITLE / ISSUE /	RE	QUEST			
Bill 3523 Agreement with Lync	hpin Ideas for D	Desi	gn Services			
STRA	TEGIC PLAN G	OA	L/STRATEGY	<u> </u>		
Goal 1.2: Enhance first impres	sions of the con	nmı	ınity			
	FINANCIAL II	MPA	ACT			
Award To:	Lynchpin Ideas	s, Ll	_C			
Amount of Request/Contract:	On call service	es, \$	5125/hr			
Amount Budgeted:	\$20,000					
Funding Source/Account#:	Communicatio	ns				
	PROJECT TIM	MEL	INE			
Estimated Start Date	<del></del>		Estimate	ed En	d Da	ate
S	STAFF RECOMN	MEN	IDATION			
	Appro	val				
OTHER BO	ARDS & COMM	IISS	IONS ASSIG	NED		
Name of Board or Commiss	ion:					
Date:						
Action/Vote:						
LIST OF REF	ERENCE DOCU	JME	NTS ATTAC	HED		
Contract						
		DV				
	REVIEWED			1		
	Jim Feuerbo	orn				

## **BACKGROUND / JUSTIFICATION**

In 2016, The City contracted with Lynchpin Ideas, a branding and communications firm to create the new Raymore logo/brand. Part of that initial contract included on-call design and marketing services to support the Communications Department.
Following a Request for Proposals process, staff reviewed four submissions and believes Lynchpin Idea to be the best qualified firm. Staff is recommending that the Council contract once again with Lynchpin Ideas for on-call design and marketing services.

BILL 3523 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LYNCHPIN IDEAS FOR DESIGN SERVICES."

**WHEREAS**, the City Council has identified the importance of promoting the Raymore brand and managing external impressions to position Raymore as a top community in the Kansas City metropolitan region in the City's strategic plan; and

**WHEREAS**, in accordance with the City of Raymore Purchasing Policy, city staff issued RFQ 20-001 for design services; and

**WHEREAS**, LynchPin Ideas was determined to be the best qualified.

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

<u>Section 1.</u> The City Manager is directed to enter into an agreement with LynchPin Ideas, attached as Exhibit A.

<u>Section 2.</u> The City Manager and the City Clerk are authorized to execute the agreement on behalf of the City of Raymore.

<u>Section 3.</u> <u>Effective Date.</u> This Ordinance shall become effective and be in force and effect from and after its passage and approval and all Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

<u>Section 4.</u> <u>Severability</u>. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

## DULY READ THE FIRST TIME THIS 27TH DAY OF JANUARY, 2020.

# BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF FEBRUARY, 2020, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad Councilmember Barber Councilmember Berendzen Councilmember Burke III Councilmember Circo Councilmember Holman Councilmember Jacobson Councilmember Townsend

ATTEST:	APPROVE:
Jean Woerner, City Clerk	Kristofer P. Turnbow, Mayor
	Date of Signature

Bill 3523 2



#### **CONTRACT FOR PROFESSIONAL SERVICES**

### Request for Qualification/Quote

### AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of \_\_\_\_\_\_and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

## ARTICLE I THE WORK

Firm agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #20-001 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Firm agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as

set forth within  $\underline{\text{RFQu } #20-001}$  including insurance and termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

# ARTICLE II CONTRACT SUM AND PAYMENT

Services provided at the rate of \$125.00 per hour.

## ARTICLE III CONTRACT PAYMENT

The City agrees to pay the Firm for the completed work as follows:

The Firm shall provide the City with monthly billings as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Firm's work. The City will be the sole judge as to the sufficiency of the work performed.

In the event of the Firm's failure to perform any of his duties as specified in this contact and addendums, or to correct an error within the time stipulation agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

# ARTICLE IV RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the City and on whose actions and approval the Firm may rely.

The Firm's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Firm), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Firm. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance or delay in performance of this agreement. The City and the Firm shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Firm agrees to provide all services necessary to perform and complete the contract as specified. Firm further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Firm will supervise and direct the work performed, and shall be responsible for his employees. Firm will also supervise and direct the work performed by sub-firms and their employees and be responsible for the work performed by sub-firms hired by the Firm.

Firm agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Firm shall bear the cost of any permits which he is obligated to secure. Firm will also ensure any sub-firms hired will obtain the necessary licenses and permits as required.

Firm agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Firm agrees to ensure sub-firms and their employees comply with all applicable laws and regulations aforementioned.

Firm also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

# ARTICLE V TERMINATION OF AGREEMENT

With Cause – If Firm fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Firm to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Firm fails to correct any default after notification of such defaults, the City shall have the right to immediately terminate this agreement by giving the Firm ten (10) days written notice.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Firm at the address listed below. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

## ARTICLE VI ARBITRATION

In case of a dispute, the Firm and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties. Arbitration must be mutually agreed upon by both parties prior to being undertaken.

# ARTICLE VII WARRANTY

Firm shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with Appendix A specifications.

Firm warrants that the goods shall be delivered free of the rightful claim of any third person by way of non-payment on the part of the Firm for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Firm of such claim. If City fails to forward such notice to Firm, it shall be deemed to have released Firm from this warranty as to such claim.

# ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the Firm must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- \* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

### ARTICLE XI ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Firm agrees that it has not relied upon any representations of Firm as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

## THE CITY OF RAYMORE, MISSOURI

ву:	
Jim	Feuerborn, City Manager
Attest:	
	Jean Woerner, City Clerk
(FIRM)	
ву: 🧷	Jama Tynch
Title: _C	owner, Lynchan Ideas UC
Attest: /	Mymie
	Meghan Duane

## **Appendix A**

### **Scope of Services**

## **Anticipated scope of services**

The goal of the graphic design/marketing firm is to assist the City of Raymore in the maintenance and enhancement of an existing visual brand across all our departments, social media content, signage, presentations, marketing materials, brochures, branded products and other visual media.

The selected firm will serve in an on-call capacity for the City for a term of up to three years. This will include developing and designing a variety of promotional and informational materials consistent with specifications provided by the City. A scope of work and fee will be negotiated with each individual project.

# Appendix B General Terms and Conditions

#### A. *Procedures*

The extent and character of the services to be performed by the Firm shall be subject to the general control and approval of the Communications Manager or their authorized representative (s). The Firm shall not comply with requests and/or orders issued by any other person. The Communications Manager will designate his/her authorized representatives in writing. Both the City of Raymore and the Firm must approve any changes to the contract in writing.

#### B. Contract Period

Award of this contract is anticipated prior to the end of January 2020. The contract will have a term of up to three (3) years.

### C. Hold Harmless Clause

The Firm shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Firm or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

### D. Exemption from Taxes

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished upon request, and therefore the City shall not be charged taxes for materials or labor.

E. Employment Discrimination by Contractors Prohibited/Wages/ Information During the performance of a contract, the Firm shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Firm; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Firm, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Firm will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each sub Firm or vendor used by the Firm.

## F. Invoicing and Payment

The Firm shall submit invoices for services outlined above in the scope of services under Appendix A.

### G. Cancellation

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Firm. Any contract cancellation notice shall not relieve the Firm of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

### H. Contractual Disputes

The Firm shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Firmwithin thirty (30) days of receipt of the claim.

City decision shall be final unless the Firm appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or his designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

## I. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

### J. Applicable Laws

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

### K. Drug/Crime Free Work Place

The Firm acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

- 1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
- 2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
- 3. Any crimes committed while on City property.

The Firm further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

### L. Inspection

The Firm shall demonstrate to the Communications Manager or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly corrected by the Firm at the Firm's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

#### M. No Escalation of Fees

The pricing of services contained in the contract for the selected Firm shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

#### N. Permits

The successful Firm shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Business License" required of all vendors doing business within the City limits of Raymore (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

#### O. Release of Information

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

### P. Rejection of Qualifications

The City reserves the right to reject any and all qualifications, to waive technical defects in the qualification submittal, and to select the submittal deemed most advantageous to the City.

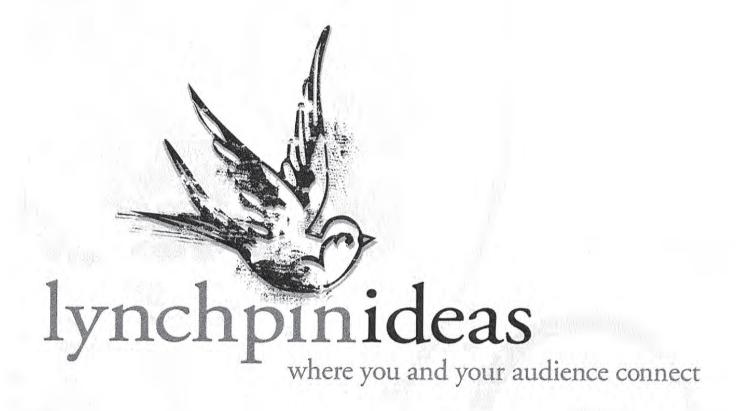
### Q. Affidavit of Work Authorization and Documentation:

Pursuant to 285.530 RSMo, the Firm must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- \* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable

enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.



REQUEST FOR QUALIFICATION & QUOTE Marketing/Graphic Design Services City of Raymore, Missouri

City of Raymore, Missouri 100 Municipal Circle // Raymore, MO 64083 SUBMITTED BY: Lynchpin Ideas, LLC 4550 Main, Suite 200 Kansas City, MO 64111



December 10, 2019

To: City of Raymore, Missouri

Re: RFQu # 20-001, Marketing On-Call Services

Thank you for the opportunity to respond to your Request for Qualifications and Quote for Marketing and Graphic Design services.

Lynchpin Ideas has a passion for serving local government. In addition to the City of Raymore, we count among our clients the cities of Merriam, Riverside, Kansas City, and KC Streetcar. But we count the relationships we've built with the Raymore team, and the work we've done on your behalf, among our most meaningful achievements.

The Raymore brand is truly in our DNA, because we created it — and have been executing and implementing it ever since. Our work began in 2015 with the "Reimagine Raymore" strategic plan campaign theme. Then, we modernized the City's original logo. And in 2016, we were selected to rebrand the City, from logo to tagline, key and market-specific messaging, department-specific letterhead and more. We also named and designed the newsletter (and help produce it) and recently created a marketing toolkit to support economic development efforts.

We believe Lynchpin Ideas is uniquely qualified to provide the creative services and support you're looking for. In our response to your RFQu, you'll see examples of each criteria you specified that we've performed for Raymore and other cities. Lynchpin Ideas would be honored to continue to serve the City of Raymore and assist with your marketing needs — however and whenever you need us. If selected, you will have our talent, experience and enthusiasm at your disposal.

We can't wait to get started.

Best,

Laura Lynch

Owner/Chief Creative Strategist

Lynchpin Ideas, LLC

# A. Qualifications & Experience



## WHO WE ARE

**Lynchpin Ideas, LLC,** is a branding and communications firm located on the Country Club Plaza in Kansas City, Missouri. We were founded in 2010 by Laura Lynch, Owner and Chief Creative Strategist. The firm is WBE/SLBE-certified by the City of Kansas City, Missouri and SLBE/DBE-certified by the Missouri Regional Certification Committee.

We have grown by referral, and that's just the way we like it. Ask our clients why they come to Lynchpin Ideas, and they'll cite smart thinking and great work. Ask why they stay, and they'll say both of those things, along with our favorite remark, "you make my life easier."

Our clients include the cities of Kansas City, Missouri; Merriam, Kansas; Riverside, Missouri; KC Streetcar; and of course...Raymore, Missouri! We love serving local government and municipalities, and it shows. In fact, in 2019, we were honored to receive an ELGL Haverford Award.



Recognizing the best companies working with local governments

## WHAT WE DO

Our services include brand strategy and messaging, brand identity, creative direction and strategy, graphic design, copywriting, marketing communications, community outreach, social media planning, and campaign development (digital, social, print, direct mail).

We've been in business long enough to know what while each organization is completely unique, they do share a common thread: the need to build effective connections with residents, civic leaders, business owners, developers and elected officials. Lynchpin Ideas has extensive experience in reaching these audiences and knows how to create the tools to help you keep your audience informed and engaged. This background, coupled with our specific experience and history with the City of Raymore, means we can and will hit the ground running ... from day one.

## A. Qualifications and Experience: Local Government Expertise

Some of our most noteworthy government- and civic-focused experience includes the following:

## WORK PERFORMED FOR THE CITY OF RAYMORE, MISSOURI

Since 2015, Lynchpin Ideas has provided a variety of creative services to the City of Raymore. Our most recent work includes:

- City-wide rebrand: logo, tagline, key messaging and positioning
- Department-specific letterhead
- · Quarterly newsletter design and editorial support
- · Economic Development marketing toolkit
- · Raymore Community Foundation logo, letterhead and brand standards

## WORK PERFORMED FOR THE CITY OF KANSAS CITY, MISSOURI

## > Smart Sewer // KC Water

Since 2016, Lynchpin Ideas has provided a variety of creative services to the City of Kansas City, Missouri through Burns & McDonnell, the prime contractor on KC Water's Smart Sewer program. Our work includes:

- Rebrand Overflow Control Program to Smart Sewer
- · Deploy brand on all public outreach including: website, notification materials, site signage
- Public meeting coordination
- Social media content development
- Event management and related materials

## > Opioid Abuse Awareness Campaign // KC Health

In 2019, Lynchpin Ideas created a campaign to educate the public about the opioid abuse epidemic. Our work included:

- Utilizing research to develop creative strategy
- Creating look and feel of city-wide campaign
- · Executing campaign in video, social media, digital ads, outdoor boards
- · Adapting and extending the campaign to connect with the eastern Jackson County market

## > Alert KC (Nixle Branding & Awareness Campaign) // Office of Emergency Management

In 2017, Lynchpin Ideas branded nixle.com and created a campaign to inform those who work and live in Kansas City about this free program. Our work included:

- · Naming the program and design logo
- Creating look and feel of city-wide campaign
- · Executing campaign in print ads, video ads, social media, digital ads, outdoor boards

## A. Qualifications and Experience: Local Government Expertise

## WORK PERFORMED FOR THE CITY OF RIVERSIDE, MISSOURI

Since 2013, Lynchpin Ideas has served as the agency of record for the City, and provides ongoing marketing and creative services including:

- Annual progress report
- Quarterly newsletter
- New resident communications
- Economic development brochures

## WORK PERFORMED FOR THE CITY OF MERRIAM, KANSAS

We've performed a variety of branding and communications services for the City, including:

- · Key messaging and positioning to support the City's tagline
- Brand affinity / T-shirt slogans
- Campaign lines for the Visitor's Bureau

## WORK PERFORMED FOR KC STREETCAR

In 2020, Lynchpin Ideas will provide public engagement and communications services for the KC Streetcar extension project. This will include newsletters, public meetings, mailings, key messaging and other public outreach services as needed.

Laura Lynch currently serves as an advisor to the KC Streetcar and has been involved since 2013 — before the initial vote passed or any staff existed. Working closely with the late Streetcar Authority Board Marketing Committee Chairwoman Teri Rogers, Laura held key leadership roles on most of the Streetcar Marketing Committee's initiatives — and has directly influenced the creative development of the brand of the KC Streetcar, one of the most visible and monumental projects in Kansas City's history. Beyond helping develop the voice and brand promise, Laura shepherded the look and feel of the brand, and helped guide the development and execution videos, website, safety campaign and more.

- > Subcommittee Lead, Co-author, Branding RFQ/RFP (also provided project implementation guidance)
- > Subcommittee Lead, Co-author, Brand Promise & Voice definition
- > Subcommittee, Website Development RFP and Project consultation
- > Subcommittee, Safety and Awareness Videos (also provided project implementation guidance)
- > Subcommittee, Grand Opening Event and Marketing

## A. Qualifications and Experience: Meet the Team



Laura Lynch // Lynchpin Ideas, LLC Owner, Chief Creative Strategist

Laura Lynch brings a 30-year background in strategy, creative, advertising and communications to her role as leader of Lynchpin Ideas. Her specialty? Developing ideas, strategies and tactics to define brands, convey concepts and get results. Laura knows the secret to connecting people with audiences in a way that sticks, and vise-versa. Throughout her career, Laura has been known for one thing: getting to the heart of any issue and finding a way to communicate it in a memorable way.

Prior to launching Lynchpin Ideas in 2010, Laura Lynch served as Vice President/Creative Director+Strategist at Trozzolo Communications Group, where she led the agency's creative department and served on the executive leadership team. Before joining Trozzolo, Laura wrote and directed numerous projects for the Kansas City Area Development Council, the Downtown Council, Copaken White & Blitt (now Copaken Brooks) and Kansas City Convention and Visitor's Association. Laura recently served as a judge for the 2019 Travel Industry Association Kansas awards, and is a board member of Hearts at Work powered by NUCAkc.

# A. Qualifications and Experience: Meet the Team



Meghan Duane // Lynchpin Ideas Communications Specialist II

Meghan Duane serves as a strategist, designer and writer at Lynchpin Ideas. Meghan uses her multifaceted skills to support the firm's mission of reaching and engaging our client's target audiences through the development and delivery of relevant messaging and design. Meghan approaches each project with a creatively strategic mindset, always seeking to incorporate the "why?" and "what's in it for me?" from the audience's point of view into her work. Before joining Lynchpin Ideas in April 2017, Meghan served as a Graphic Design Assistant with the City of Raymore, Missouri, offering a fresh perspective to City communications through her background in strategy.



Abby Beck // Lynchpin Ideas Communications Specialist I

Abby Beck brings her strategic nature and passion for storytelling to the Lynchpin Ideas team. Whether it's managing projects, coming up with a big idea, creating newsletter article and design, or a short and sweet social media post, Abby is always excited to dive in to the details to get to the heart of a brand's messaging. Prior to joining Lynchpin Ideas, Abby designed a brand, positioning strategy and web presence for her father's small business, Pinnacle Homes of KC. She also completed internships with the Lawrence First United Methodist Church and the City of Eudora, Kansas.

# **B.** Representative Projects

# City of Raymore, Missouri Rebrand, Identity, Marketing Materials

BRANDING, \$24,000; MARKETING MATERIALS, \$10,000; NEWSLETTER, \$17,400 ANNUALLY

In 2015, Lynchpin Ideas began working with the City of Raymore, Missouri and developed transitional "Reimagine Raymore" positioning to accompany the City's strategic planning process. We also contributed messaging specifically for economic development and a sales piece for the department.



In 2016, after winning the City's rebranding RFP, Lynchpin Ideas became the agency of record for the City of Raymore. Using our insight gathering methodology, we developed a new brand (logo, mission statement, key messages, tagline and business essentials) for this growing community that reflects both the City's history and evolving identity. Today, we provide ongoing services such as quarterly newsletters, parks and recreation program guides, budget summary documents and most recently, an economic development marketing packet. In addition, we provide ongoing creative direction as needed to ensure the copy and design created by City staff remains true to brand.

### CONTACT

### Mike Ekey

Assistant City Manager City of Raymore, Missouri mekey@raymore.com (816) 892-3109









## City of Kansas City, Missouri // KC Water Smart Sewer Branding, Public Engagement and Communications Services

BUDGET: \$100,000+/YEAR

Since 2016, Lynchpin Ideas has been engaged by the City of Kansas City, Missouri as a Tier 1 Subcontractor through Burns & McDonnell. Our work involves providing public outreach and communications services for the City's Overflow Control Program, which we rebranded as Smart Sewer in 2017. Our ongoing communications efforts aim to reflect the innovation, necessity and scope of this \$4.5 billion infrastructure project — the largest infrastructure investment in Kansas City's history.

To give the program a more approachable brand presence, we conducted a total rebranding encompassing a new name, logo and tagline, and helped shape messaging. Next, we created a suite of materials to facilitate public outreach including fact sheets, postcards, signage, digital assets and more. Lynchpin Ideas also manages ongoing community outreach efforts for the program.



### CONTACT

John J. Pruss

Director of Program Management, Water Burns & McDonnell jjpruss@burnsmcd.com (816) 627-4772









# City of Kansas City, Missouri // KC Health Department Opioid Abuse Awareness Campaign

BUDGET: \$90,000

Turn on the news today and you'll likely hear about the opioid epidemic taking place across the country. In 2019, Lynchpin Ideas was awarded the opportunity to create an opioid awareness campaign to address the crisis with the Kansas City, Missouri Health Department.

Lynchpin Ideas partnered with Kemper & Company to conduct market research and a message gap analysis. After countless conversations with medical professionals, first responders, advocates and recovering addicts, the team landed on one simple concept: opioid addiction can happen to anyone. Through digital, social, broadcast and out-of-home channels, the campaign spread the "it can happen to anyone" message and directed viewers to a landing page of resources on the kcmo.gov website.

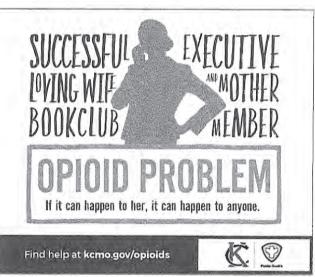




### CONTACT

#### Bill Snook

Senior Information and Policy Officer City of Kansas City, Missouri Health Department bill.snook@kcmo.org (816) 513-6274







# City of Kansas City, Missouri // Office of Emergency Management AlertKC (Nixle program custom branding)

BUDGET: \$75,000

Lynchpin Ideas was awarded the opportunity to custombrand Nixle.com, a public alert service available to all cities, as a KCMO-specific program. The goal was to increase resident awareness and participation, and to communicate all that the free service offers, including weather alerts, a new service.

Lynchpin Ideas created the entire brand and campaign elements for this program, which included logo and tagline, key messaging, and materials such as print ads, flyers, out of home and transit ads, digital advertising and a public service video.



### CONTACT

### **Christopher Carroll**

Emergency Planner City of Kansas City, Missouri Office of Emergency Management christopher.carroll@kcmo.org (816) 513-8603







### **B.** Representative Projects

# City of Riverside, Missouri Progress Report & Newsletter

BUDGET: \$25,000

Lynchpin Ideas has provided brand guidance, creative direction, strategy, writing and design services to the City of Riverside since 2011. Having developed the original identity when she was VP/Creative Director with the City's former agency of record, Lynchpin Ideas was sought out by the Mayor of Riverside and awarded Lynchpin Ideas the contract as the City's On-Call Marketing Agency in 2013. Since then, our firm has created the quarterly newsletter, annual progress report, economic development materials, maps, trail signage, infographics and more.



Upstream from ordinary.

### CONTACT

### **Brian Koral**

City Administrator City of Riverside, Missouri bkoral@riversidemo.com (816) 471-3993







# C. General Project Approach

### GOOD WORK REQUIRES TALENT; GREAT WORK REQUIRES A PARTNERSHIP.

With Lynchpin Ideas, you get both. We will bring ideas, solid strategy and a fresh perspective to every project. Laura Lynch will serve as your creative / brand strategist and creative director. Meghan Duane will provide communications strategy, copywriting and design. Abby Beck will provide copywriting, production support and project management.

Lynchpin Ideas will act as your "on call" team. Think of us as your resource for design, writing, marketing — or even as a sounding board when you need to call and kick around an idea. Rest assured, anything we create will carry your brand forward in the way it was intended (and we should know, because we created it!). With Lynchpin Ideas, you'll never worry that your brand will be compromised or your messages mixed: we're honored to be your brand police!

We will approach every project by putting first things first, starting with an intake session. We will ask many questions so we can glean the big picture while learning about your goals — and your audience. Next, Lynchpin Ideas will craft a creative brief to confirm the project's goals, budget, timeline and other parameters. Then, we'll get to work. When the first draft is ready, we'll present the work, garner your feedback and fine-tune your final selection.

Every project we undertake will include a budget and detailed timeline with next steps. We will check in with you along the way to make sure we are headed down the right path. Lynchpin Ideas will keep you informed, not guessing.

# Thank you!

We appreciate the opportunity to respond to this RFQu. For more information, please contact:

### LAURA LYNCH

Owner, Chief Creative Strategist

Lynchpin Ideas, LLC

laura@lynchpinideas.com

(816) 886-9414

lynchpinideas.com



#### AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

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).

	orn, states on his oath or affirmation as follows:
Name: _	Laura Lynch
Company: _	Lynchynn Ideas, LLC
Address:	4550 Main, Surf (2000 Komsas City Mole

- 1. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2. Firm is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project #20-001
- 3. Firm does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- Attached hereto is documentation affirming Firm's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

### (Company Name)

Signature:	Tarra Lynch	
Name: Lo	ura Lynch	
Title:	Zurier	
Subscribed and s	sworn to before me this day of	_, 2019.
STATE OF	SSAUGE COUNTY OF Sackson C	
Notary Public:	SARA TRUELOVE  NOTARY PUBLIC - STATE OF MISSOURI  JACKSON COUNTY	
My Commission I	COMMISSION EXPIRES, 04-09-2022	

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 Firm; and
- 2. A valid copy of the signature page completed and signed by the Firm, the Social Security Administration, and the Department of Homeland Security -Verification Division.

### QUALIFICATION FORM A

RFQu 20-001

# PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) LAURA LYNCH		having authority	having authority to act on behalt	
of (Company name) Lynd			do	
hereby acknowledge that be bound by all terms, of from the date of submissi	costs, and conditions o	f this proposal for a p	eriod of 90 days	
FIRM NAME: Lynchpin Ide	as, LLC			
ADDRESS: 4550 Main St	reet, Suite 200			
		Street		
ADDRESS:	Kansas City	MISSOURI	64111	
	City	State	Zip	
PHONE: (816) 886-9414		- 1 0		
DATE: December 10, 2019	Lau	ra J. Lynch		
(Month-Da	ay-Year)	Signature of (	Officer/Title	
DATE:				
(Month-Da	iy-Year)	Signature of 0	Officer/Title	
Indicate Minority Ownersh Check One:  MBE (Minority Own X WBE (Women Own X Small Business	ed Enterprise)	statistical purposes on	ly):	

### QUALIFICATION FORM B

RFQu 20-001

### CONTRACTOR DISCLOSURES

The Contractor submitting this RFQu shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. busin	Has the Firm been debarred, suspended or otherwise ess with any federal, state or local government agency, or	prohibited private enter Yes	from doing prise? No <u>×</u>
2. declai gover	Has the Firm been denied prequalification, declared non-rred ineligible to submit bids or proposals for work by an imment agency, or private enterprise?	esponsible, o y federal, st Yes	ate or local
3. comp	Has the Firm defaulted, been terminated for cause, lete any project that it was awarded?	or otherwis Yes	
4. with v	Has the Firm been assessed or required to pay liquidated work performed on any project?	l damages in Yes	
5. certifi	Has the Firm had any business or professional license, recation suspended or revoked?	egistration, c Yes	
6. subco	Have any liens been filed against the Firm as a resuntractors, suppliers, or workers?	ilt of its fail Yes	
7. by a s	Has the Firm been denied bonding or insurance coveragurety or insurance company?	e, or been d Yes	iscontinued No <u>×</u>
contra	Has the Firm been found in violation of any laws, inclusting or antitrust laws, tax or licensing laws, labor onmental, health or safety laws?	ding but no or employr Yes	ment laws,
*With state :	respect to workplace safety laws, this statement is limi safety law violations.	ited to willfu	l federal or
9. any c busine	Has the Firm or its owners, officers, directors or managriminal indictment or criminal investigation concerning aress?	ers been the ny aspect of Yes	the Firm's
10.	Has the Firm been the subject to any bankruptcy proceedi	ng? Yes	No <u>×</u>

### **Legal Matters**

÷.	judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?
	$Yes$ $\times$ No If yes, provide details in an attachment.
2.	Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months?
	Yes _xNoIf yes, provide details in an attachment.

### Required Representations

In submitting this RFQu, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

- The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
- 2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
- The Firm and all subcontractors that are employed or that may be employed in the execution of the Contract Work shall be in full compliance with the City of Raymore's requirements for Workers' Compensation Insurance.
- 4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
- 5. The Firm represents that it has no conflicts of interests with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
- The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.
- The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

### QUALIFICATION FORM C

RFQu 20-001

### **EXPERIENCE / REFERENCES**

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person
- Telephone Number
- · Project Name, Amount and Date completed

<sup>\*</sup>Please list any Municipalities that you have done work for in the past 48 months.

COMPANY NAME	City of Raymore, Missouri
ADDRESS	100 Municipal Circle, Raymore MO, 64083
CONTACT PERSON	Mike Ekey, Assistant City Manager
PHONE NUMBER	(816) 892-3109
PROJECT, AMOUNT AND DATE COMPLETED	Branding, Marketing Materials, Newsletter \$70,000 Branding, 2017; Marketing & Newsletter, Fall 2019

COMPANY NAME	City of Kansas City, Missouri - Smart Sewer Program
ADDRESS	414 E 12th St, Kansas City, MO 64106
CONTACT PERSON	John Pruss, Burns & McDonnell (Prime Contractor/Program Dir.)
PHONE NUMBER	(816) 627-4772
PROJECT, AMOUNT AND DATE COMPLETED	Smart Sewer Public Outreach, Branding, Communications \$100,000/year Ongoing

COMPANY NAME	City of Kansas City, Missouri - Public Health
ADDRESS	414 E 12th St, Kansas City, MO 64106
CONTACT PERSON	Bill Snook, Senior Information and Policy Officer
PHONE NUMBER	(816) 513-6274
PROJECT, AMOUNT AND DATE COMPLETED	Opioid Abuse Awareness Campaign \$90,000 September 2019

COMPANY NAME	City of Riverside, MO	
ADDRESS	2990 NW Vivion Rd, Riverside, MO 64150	
CONTACT PERSON	Brian Koral, City Administrator	
PHONE NUMBER	(816) 741-3993	
PROJECT, AMOUNT AND DATE COMPLETED	Annual Progress Report and Quarterly Newsletter \$25,000 Ongoing	

COMPANY NAME	City of Merriam, KS
ADDRESS	9001 W 62nd St, Merriam, KS 66202
CONTACT PERSON	Meredith Hauck, Assistant City Administrator
PHONE NUMBER	(913) 322-5500
PROJECT, AMOUNT AND DATE COMPLETED	Key messaging and brand positioning \$7500 2018

State the number of Years in Business: 9 years, 3 months

State the current number of personnel on staff: 3

Marketing/Graphic Design RFQu 20-001 Page 23 of 24