

## **AGENDA**

Raymore City Council Regular Meeting  
City Hall - 100 Municipal Circle  
Monday, February 10, 2020

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Staff Reports.**
  - A. Development Services (pg 7)
  - B. Monthly Court Report (pg 13)

**6. Committee Reports.**

**7. 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, they may so request.*

- A. City Council Minutes, January 27, 2020 (pg 17)
- B. Approval of Safety Traffic Enforcement Program (S.T.E.P.)

Reference: - Agenda Item Information Sheet (pg 23)  
- Resolution 20-05, Overtime Hazardous Moving Violation Enforcement (pg 25)  
- Resolution 20-06, Overtime DWI Enforcement (pg 27)

These two Resolutions are for a continuation of what is commonly referred to as the City's S.T.E.P. Grant (Safety Traffic Enforcement Program), through the Missouri Division of Traffic and Highway Safety. One Resolution is for the overtime enforcement of hazardous moving violations and the second is for overtime funding for DWI enforcement.

- C. Land and Water Conservation Fund - Hawk's Nest All-Inclusive Playground

Reference: - Agenda Item Information Sheet (pg 29)  
- Resolution 20-07, LWCF - Hawk's Nest All-Inclusive Playground (pg 31)

This Resolution is to accompany a grant application to the Land and Water Conservation Fund to help offset costs associated with purchase and construction of an all-inclusive playground at Hawk Ridge Park and satisfy the grant's requirements for match funding.

D. Board and Commission Appointments

- Resolution 20-08, Appointing Jeremy Mansur to the Planning & Zoning Commission (pg 33)
  - Volunteer Application (pg 34)
- Resolution 20-09, Re-Appointing Mike Cox to the Board of Appeals (pg 35)
- Resolution 20-10, Re-Appointing Chad Buck to the Board of Appeals (pg 37)
- Resolution 20-11, Re-Appointing Randy Reed to the Board of Appeals (pg 39)
- Resolution 20-12, Re-Appointing Lloyd Brown to the Board of Appeals (pg 41)
- Resolution 20-13, Re-Appointing Mike Ekey to the Board of Appeals (pg 43)
- Resolution 20-14, Appointing Wade Beck to the Board of Appeals (pg 45)
- Resolution 20-15, Appointing Pam Hatcher to the Board of Adjustment (pg 47)
  - Volunteer Application (pg 48)
- Resolution 20-16, Appointing Jerry Martin to the Board of Adjustment (pg 49)
  - Volunteer Application (pg 50)
- Resolution 20-17, Appointing Aaron Harrison to the Board of Adjustment (pg 51)
  - Volunteer Application (pg 52)
- Resolution 20-18, Appointing Terri Woods to the Board of Adjustment (pg 53)
  - Volunteer Application (pg 54)
- Resolution 20-19, Appointing Susan Dooley to the Board of Adjustment (pg 55)
  - Volunteer Application (pg 56)
- Resolution 20-20, Appointing Beth Brown to the Arts Commission (pg 59)
  - Volunteer Application (pg 60)
- Resolution 20-21, Re-Appointing Don Schmidt to the Tax Increment Financing Commission (pg 61)
- Resolution 20-22, Re-Appointing Stephanie Como to the Tax Increment Financing Commission (pg 63)
- Resolution 20-23, Appointing Joseph Wells to the Tax Increment Financing Commission (pg 65)
- Resolution 20-24, Appointing Bill Welty to the Tax Increment Financing Commission (pg 67)

## **8. Unfinished Business. Second Reading.**

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

Reference: - Agenda Item Information Sheet (pg 71)  
- Bill 3522 (pg 73)

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.

City Council, 01/27/20: Approved 8-0

### **B. Award of Contract - Traffic Study Project**

Reference: - Agenda Item Information Sheet (pg 75)  
- Bill 3508 (pg 78)  
- Contract (pg 80)

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

City Council, 01/27/20: Approved 8-0

### **C. Award of Contract - Marketing/Design Services**

Reference: - Agenda Item Information Sheet (pg 99)  
- Bill 3523 (pg 101)  
- Contract (pg 103)

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

City Council, 01/27/20: Approved 8-0

## **9. New Business. First Reading.**

### **A. Award of Contract - Animal Sheltering Services**

Reference: - Agenda Item Information Sheet (pg 137)  
- Bill 3524 (pg 139)  
- Contract (pg 141)

The City of Peculiar has requested that the Raymore Animal Shelter provide sheltering services for animals from its jurisdiction. The contract outlines

the services provided by the Raymore Animal Shelter and Animal Control Officers in partnership with the Peculiar Police Department.

**10. Public Comments.** Please identify yourself for the record and keep comments to a maximum of five minutes.

**11. Mayor/Council Communication.**

**12. Adjournment.**

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Items provided under "Miscellaneous" in the Council Packet:

- Park Board minutes, 10/22/2019 (pg 153)

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**EXECUTIVE SESSION (CLOSED MEETING)**

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 accommodations (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





## MONTHLY REPORT JANUARY 2020

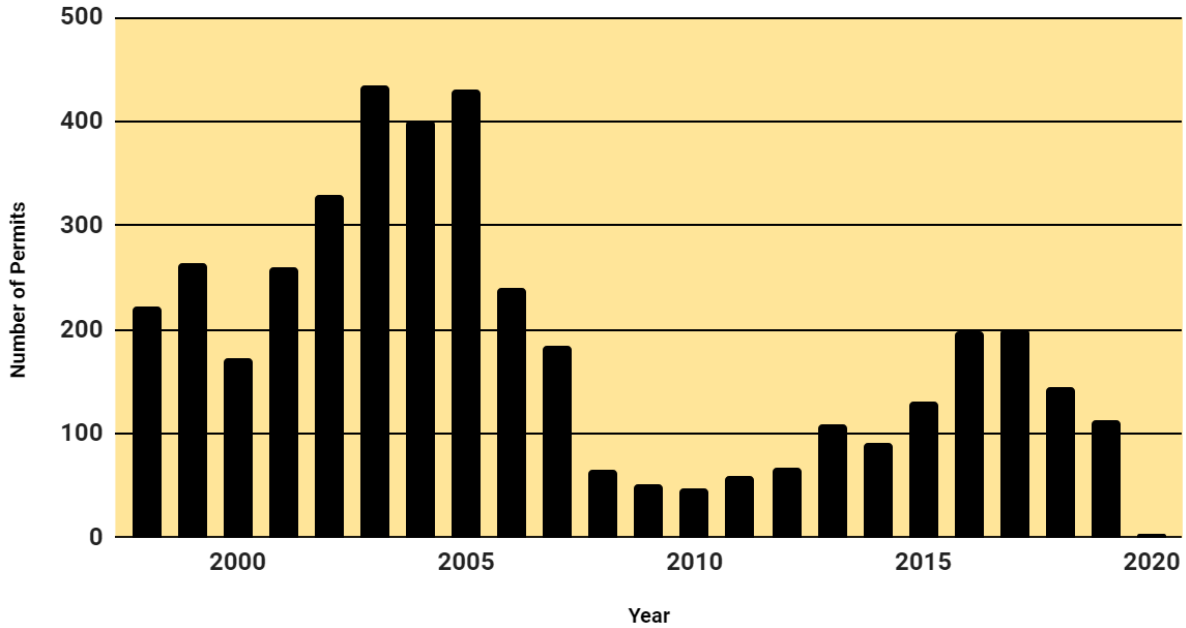
### Building Permit Activity

Type of Permit	Jan 2020	2020 YTD	2019 YTD	2019 Total
Detached Single-Family Residential	3	3	13	113
Attached Single-Family Residential	0	0	0	26
Multi-Family Residential	0	0	0	0
Miscellaneous Residential (deck; roof)	43	43	34	720
Commercial - New, Additions, Alterations	4	4	2	18
Sign Permits	6	6	2	54
Inspections	Jan 2020	2020 YTD	2019 YTD	2019 Total
Total # of Inspections	266	266	288	3,858
Valuation	Jan 2020	2020 YTD	2019 YTD	2019 Total
Total Residential Permit Valuation	\$977,700	\$977,700	\$3,532,500	\$34,498,600
Total Commercial Permit Valuation	\$7,482,000	\$7,482,000	\$143,500	\$1,822,300

#### ***Additional Building Activity:***

- Construction continues on the new self-storage facility at 308 E. Walnut Street.
- Site grading has commenced on the Compass Health office building
- Site work continues for The Lofts at Fox Ridge apartment community
- Land Disturbance/grading permit has been issued for commencement of installation of the extension of Dean Avenue to serve the proposed Van Trust Industrial development at the southwest corner of Dean Avenue and North Cass Parkway

### Single Family Building Permits



## Code Enforcement Activity

Code Activity	Jan 2020	2020 YTD	2019 YTD	2019 Total
Code Enforcement Cases Opened	33	33	19	642
<i>Notices Mailed</i>				
-Tall Grass/Weeds	0	0	0	135
- Inoperable Vehicles	18	18	2	138
- Junk/Trash/Debris in Yard	7	7	11	146
- Object placed in right-of-way	1	1	0	14
- Parking of vehicles in front yard	3	3	3	13
- Exterior home maintenance	3	3	2	41
- Other (trash at curb early; signs; etc)	1	1	1	2
Properties mowed by City Contractor	0	0	0	71
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	0	0	10
Signs in right-of-way removed	26	26	12	370
Violations abated by Code Officer	20	20	1	126



## Development Activity

### Current Projects

- Sunset Plaza Rezoning and Preliminary Development Plan
- Variance, Front Yard setback requirement, 1207 Kettering Lane

	As of Jan 31, 2020	As of Jan 31, 2019	As of Jan 31, 2018
Homes currently under construction	146	174	294
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	345	393	408
Total number of dwelling units in City	8,670	8,508	8,190

## Actions of Boards, Commission, and City Council

### City Council

#### **January 13, 2020**

- Approved on 2nd reading the Foxridge Business Park Final Plat
- Approved on 1st reading the Conditional Use Permit for Outdoor Recreational Fields as part of Impact Fieldhouse at 501 S. Lincoln Road

#### **January 27, 2020**

- Approved a 1-year extension to the expiration date for The Estates and Estate Villas of The Good Ranch Preliminary Plat

### Planning and Zoning Commission

**No Meetings in January**

## Upcoming Meetings –February & March

### **February 4, 2020 Planning and Zoning Commission**

- Update to the Planning and Zoning Commission Rules of Procedure

### **February 10, 2020 City Council**

- No development applications currently scheduled

### **February 18, 2020 Planning and Zoning Commission**

- Reclassification of Zoning from "C-1" Neighborhood Commercial and "C-2" General Commercial to "PUD" Planned Unit Development, property located north of Pine Street, east of Sunset Lane. (Sunset Plaza, formerly referred to as Conway Place)
- Sunset Plaza Final Plat

### **February 18, 2020 Board of Adjustment**

- Prouty variance application, 1207 Kettering Lane

### **February 24, 2020 City Council**

- 1st reading - Reclassification of Zoning from "C-1" Neighborhood Commercial and "C-2" General Commercial to "PUD" Planned Unit Development, property located north of Pine Street, east of Sunset Lane. (Sunset Plaza, formerly referred to as Conway Place)
- 1st reading - Sunset Plaza Final Plat

### **March 3, 2020 Planning and Zoning Commission**

- No applications currently filed

### **March 9, 2020 City Council**

- 2nd reading - Reclassification of Zoning from "C-1" Neighborhood Commercial and "C-2" General Commercial to "PUD" Planned Unit Development, property located north of Pine Street, east of Sunset Lane. (Sunset Plaza, formerly referred to as Conway Place)
- 2nd reading - Sunset Plaza Final Plat

### **March 17, 2020 Planning and Zoning Commission**

- No applications currently filed

### **March 23, 2020 City Council**

- No development applications currently filed

## **Department Activities**

- Building Official Jon Woerner completed an inspection of the building located at 100 S. Madison and approved it for occupancy.
- Building Official Jon Woerner began inspections of the infrastructure work being completed as part of the Lofts at Foxridge apartment community.
- Staff welcomed Katie Jardieu as the new City Planner. Katie has a Bachelor's degree from Kansas State University and a Master's degree from the University of Nebraska. Katie has worked as a planner in Overland Park, Kansas and Brentwood, Tennessee.

- Director Jim Cadoret participated in the Raymore-Peculiar School District Facility Planning Committee meeting.
- Staff prepared notification to the owners of 11 undeveloped lots that meet the threshold requirement for [sidewalks](#) to be installed in order to create a continuous sidewalk network. Affected property owners have until Aug. 1 to secure a building permit to construct a home or install the sidewalk.
- Right-of-way for the proposed [Westgate Drive](#) (relocated Kentucky Road) project was secured. The City will be advertising for bids in February with an anticipated start of construction in April 2020.
- Review of the building construction plans for the Compass Health facility at 501 N. Sunset Lane is complete and the permit is ready to be issued.
- City Planner Katie Jardieu updated the [What's Happening in Raymore](#) mapping application with the Capital Budget projects to be completed in 2020.
- Economic Development Director David Gress participated in the monthly Chamber of Commerce Board meeting.
- City Planner Katie Jardieu participated in the Census 2020 - KC Regional Complete County committee meeting held at the Mid-America Regional Council.
- CVS submitted plans for interior renovations and exterior site improvements to the store located at 1215 W. Foxwood Drive.
- Site grading and clearing has commenced for the [Compass Health](#) facility being constructed at 501 N. Sunset Lane.
- The representatives for the Impact Fieldhouse application for a conditional use permit to allow outdoor recreation fields at 501 S. Lincoln Road have withdrawn their request.
- Director Jim Cadoret and City Planner Katie Jardieu participated in the monthly meeting of the Cass County Non-Profits.
- Director Jim Cadoret and City Planner Katie Jardieu participated in the bi-monthly meeting of Communities for All Ages Participating Communities Coalition.

## GIS Activities

- Packaging of data transmittal to SEMA as requested, for FIRM update
- Sharing of geospatial site information to engineering firms
- Creation of new [asp.net](#) project to replace, rather than upgrade RaymoreGIS
- Configuration of IIS for active server pages and [asp.net](#) for remote publishing
- Issuance of a new self signed certificate
- SQL server copy & administrative tasks (backup, attach, indexing, etc)
- Authorization/configuration of new users for ArcGIS
- Regional imagery acquisition coordination
- Configuration of custom print task for web mapping applications
- Update of datasets on database servers svits1052085 & 1052386



## Municipal Division Summary Reporting

### 17th Judicial Circuit - Cass County - Raymore Municipal Division

#### I. COURT INFORMATION

<b>Reporting Period:</b>		
January	2020	<b>Court activity occurred in reporting period: Yes</b>
<b>Clerk's Physical Address:</b>		<b>Mailing Address:</b>
100 Municipal Circle Raymore, MO 64083		100 Municipal Circle Raymore, MO 64083
<b>Telephone Number:</b>		<b>Vendor</b>
(816) 331-1712		Incode (Tyler Technologies)
<b>Prepared by:</b>		<b>Prepared by E-mail Address:</b>
Donna Furr-Court Administrator		donna.r.furr@courts.mo.gov
		<b>Municipal Judge(s) Active During Reporting Period:</b>
		Ross Nigro

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
<b>A. Cases (citations / informations) pending at start of month</b>	61	1,291	640
<b>B. Cases (citations / informations) filed</b>	2	177	40
<b>C. Cases (citations / informations) disposed</b>			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	1	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	4	165	38
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	27	2
6. dismissed by court	0	1	0
7. nolle prosequi	1	23	17
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	5	217	57
<b>D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]</b>	58	1,251	623
<b>E. Trial de Novo and / or appeal applications filed</b>	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	70	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	88	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,533		

V. DISBURSEMENTS	
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>	
Fines – Excess Revenue	\$19,537.50
Clerk Fee – Excess Revenue	\$1,858.12
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$56.98
Bond forfeitures (paid to city) – Excess Revenue	\$130.00
<b>Total Excess Revenue</b>	<b>\$21,582.60</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>	
Fines – Other	\$10,375.50
Clerk Fee – Other	\$657.38
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$208.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$1,483.04
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$19.98
Law Enforcement Training (LET) Fund surcharge	\$419.25
Domestic Violence Shelter surcharge	\$833.50
Inmate Prisoner Detainee Security Fund surcharge	\$419.25
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$820.00
<b>Total Other Revenue</b>	<b>\$15,235.90</b>
<b>Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.</b>	
DUI	\$400.00
<b>Total Other Disbursements</b>	<b>\$400.00</b>
<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	<b>\$37,218.50</b>
Bond Refunds	\$500.00
<b>Total Disbursements</b>	<b>\$37,718.50</b>

# **Consent Agenda**





**THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, JANUARY 27, 2020 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.**

Public Works Director Mike Krass provided a review of the staff report included in the Council packet and reviewed upcoming public works projects. He answered general questions from Council.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet and provided an update on the improvements to T.B. Hanna Station. He announced that Melissa Harmer had submitted information and photos of the all inclusive features at Hawk Ridge Park to the Missouri Parks and Recreation Association which was on the cover of the winter magazine and also featured an article on amenities. He answered general questions from Council.

Communications Director Melissa Harmer announced results of the recent survey on services of Constable Sanitation were favorable and she is now the staff liaison and support to the Arts Commission.

Development Services Director Jim Cadoret announced that at the request of the applicants for Impact Fieldhouse Conditional Use Permit, consideration of the second reading of Bill 3520 has been removed from this agenda and will be placed on the February 10 Council meeting. He answered general questions from Council.

City Clerk Jeanie Woerner stated each year the City of Raymore adopts an Ordinance establishing certain procedures to disclose potential conflicts of interest. The Ordinance calls for Jim Feuerborn as the chief administrative officer and Kim Quade as the chief purchasing officer to file financial disclosure statements on an annual basis with the Missouri Ethics Commission. This staff report verifies the proper reports have been filed with MEC by the May 1 deadline. The reports are on file and available for inspection in the office of the City Clerk.

City Manager Jim Feuerborn announced agenda items for the February 3 work session.

## **7. Committee Reports.**

## **8. Consent Agenda.**

### **A. City Council Minutes, January 13, 2020**

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

**DISCUSSION:** None

<b>VOTE:</b>	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. 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 second reading of Bill 3521 by title only.

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

**DISCUSSION:** None

<b>VOTE:</b>	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 3521 as **Raymore City Ordinance 2020-003.**

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

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

#### **BILL 3522: "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."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3522 by title only.

City Manager Jim Feuerborn stated 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. He explained that in the past years, Council has been presented with an A version for the current year participation only, and a B version for participation in perpetuity. After further research of the State Statute, staff interprets the statutory language that participation be directed each year. He answered general questions from Council.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3522 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	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. Extension of the Estates of The Good Ranch Preliminary Plat Expiration Date**

#### **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."**

City Clerk Jeanie Woerner conducted the reading of Resolution 20-04 by title only.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. Randal Leimer, representing Great Plains Developments, LLC, is requesting a one-year extension to the expiration date of February 11, 2021, to the preliminary plat for The Estates of The Good Ranch to pursue future development. The

Master Development Agreement controls public improvements to the plan, and therefore, staff is in support of the request. He answered general questions from Council.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the reading of Resolution 20-04 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	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. Award of Contract - Traffic Study Project**

**BILL 3508: "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."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3508 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. The comprehensive study includes two portions, 58 Highway which will provide recommendations for access management, and North Cass Parkway which will provide recommendations for access management and traffic control features for future development. Wilson & Company will be updating this study as future projects are identified. Costs associated with the updates will be paid for by the identified future developments. He answered general questions from Council.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3508 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	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

**D. Award of Contract - Marketing/Design Services**

**BILL 3523: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LYNCHPIN IDEAS FOR DESIGN SERVICES."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3523 by title only.

Communications Manager Melissa Harmer provided a review of the staff report included in the Council packet. In 2016, the City contracted with Lynchpin Ideas for services in designing the City's new branding initiative. Following review of four responses for request for proposals for on-call design and marketing services, staff recommends award of contract to Lynchpin Ideas.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3523 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	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 thanked members of the Employee Relations Committee for hosting the recent Winter employee party event, commented on the KC Chiefs upcoming Super Bowl game, and congratulated the Parks and Recreation Department for the cover feature of the Missouri Parks and Recreation magazine.

Councilmember Burke recognized the 75th anniversary of the liberation of Auschwitz.

**MOTION:** By Councilmember Barber, second by Councilmember Abdelgawad to adjourn to Executive Session to discuss personnel and contractual matters as authorized by §610.021 (3) and (12).

<b>ROLL CALL VOTE:</b>	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 of the Raymore City Council adjourned to Executive Session at 7:37 p.m.

**13. Adjournment.**

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

**DISCUSSION:** None

<b>VOTE:</b>	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 of the Raymore Council adjourned at 8:08 p.m.

Respectfully submitted,

Jeanie Woerner  
City Clerk



**CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM**

DATE: 02/10/2020

SUBMITTED BY: Jan Zimmerman

DEPARTMENT: Police

<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

S.T.E.P. Grants - Hazardous Moving Violations & DWI Enforcement

**STRATEGIC PLAN GOAL/STRATEGY**

**FINANCIAL IMPACT**

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
October 1, 2020	September 30, 2021

**STAFF RECOMMENDATION**

Approve

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:

Date:

Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

REVIEWED BY:

Mike Ekey

## BACKGROUND / JUSTIFICATION

The two attached Resolutions are for a continuation of what is commonly referred to as the City's S.T.E.P. Grant (Safety Traffic Enforcement Program), through the Missouri Division of Traffic and Highway Safety. One Resolution is for the overtime enforcement of hazardous moving violations. The second Resolution is for overtime funding for DWI enforcement.

In 1998, the law enforcement agencies of Cass County formed the Safety Traffic Enforcement Program coalition, by signing a mission statement. Through this organization, multi-jurisdictional enforcement is conducted monthly in an effort to reduce the number of persons killed or injured in motor vehicle crashes.

The majority of the law enforcement agencies involved with S.T.E.P. are small police departments with limited budgets, manpower and equipment. By combining resources, and with the assistance of the Missouri Division of Traffic and Highway Safety, the agencies are able to operate concentrated enforcement efforts in high-crash locations throughout the county.

Cass County ranks 14th in the state for all traffic crashes, 14th for fatal crashes, 17th for major disabling injury crashes, 12th for all speed-related crashes, and 14th for all alcohol-related crashes.

Working together with the Missouri Division of Traffic and Highway Safety, area law enforcement agencies can promote traffic safety and help reduce traffic crashes through this grant.



## RESOLUTION 20-05

**"A RESOLUTION OF THE RAYMORE CITY COUNCIL STATING INTENT TO SEEK FUNDING THROUGH THE MISSOURI DIVISION OF TRAFFIC AND HIGHWAY SAFETY FOR THE ENFORCEMENT OF HAZARDOUS TRAFFIC VIOLATIONS AND AUTHORIZING THE CITY MANAGER TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING."**

**WHEREAS**, the Raymore Police Department is committed to enhancing the safety of the motoring public and dedicated to providing the citizens of Raymore with quality police services.

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

Section 1. The Raymore City Council desires to participate with the Missouri Division of Traffic and Highway Safety in an effort to enhance traffic safety and reduce traffic crashes.

Section 2. The Missouri Division of Traffic and Highway Safety offers communities monetary assistance by providing overtime funds for the enforcement of hazardous traffic violations affecting traffic safety, in an effort to reduce traffic crashes.

Section 3. The City of Raymore has benefited in the past and continues to benefit from Missouri Division of Traffic and Highway Safety funding for the enforcement of hazardous traffic violations.

Section 4. The City of Raymore intends to continue enforcement efforts to reduce traffic crashes.

Section 5. The City Manager is authorized to prepare and submit the appropriate documents to the Missouri Division of Traffic and Highway Safety in an effort to secure funding to enhance traffic safety and reduce traffic crashes in the City of Raymore.

**DULY READ AND PASSED 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

## RESOLUTION 20-06

**"A RESOLUTION OF THE RAYMORE CITY COUNCIL STATING INTENT TO SEEK FUNDING THROUGH THE MISSOURI DIVISION OF TRAFFIC AND HIGHWAY SAFETY FOR THE ENFORCEMENT OF ALCOHOL-RELATED TRAFFIC VIOLATIONS AND AUTHORIZING THE CITY MANAGER TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING."**

**WHEREAS**, the Raymore Police Department is committed to enhancing the safety of the motoring public and dedicated to providing the citizens of Raymore with quality police services.

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

Section 1. The Missouri Division of Traffic and Highway Safety offers monetary assistance by providing overtime funds for the enforcement of drinking and driving laws affecting traffic safety, in an effort to reduce alcohol-related traffic crashes.

Section 2. The City of Raymore has benefited in the past and continues to benefit from Missouri Division of Traffic and Highway Safety funding for the enforcement of alcohol-related traffic violations.

Section 3. The City of Raymore intends to continue enforcement efforts to reduce alcohol-related traffic crashes.

Section 4. The City of Raymore desires to participate with the Missouri Division of Traffic and Highway Safety in an effort to enhance traffic safety and reduce alcohol-related traffic crashes.

Section 5. The City Manager is authorized to prepare and submit the appropriate documents to the Missouri Division of Traffic and Highway Safety in an effort to secure funding to enhance traffic safety and reduce alcohol-related traffic crashes in the City of Raymore.

**DULY READ AND PASSED 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



**CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM**

DATE: Feb. 10, 2019

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

- |                                    |  |                                       |   |
|------------------------------------|--|---------------------------------------|---|
| <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Presentation | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Agreement | <input type="checkbox"/> Discussion            | <input type="checkbox"/> Other        |   |

**TITLE / ISSUE / REQUEST**

Res 20-07 - Land & Water Conservation Fund - Hawk's Nest Inclusive Playground

**STRATEGIC PLAN GOAL/STRATEGY**

1.3.2 Develop programs & amenities that meet the diverse needs of the community

**FINANCIAL IMPACT**

Award To:

Amount of Request/Contract: \$250,000

Amount Budgeted:

Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date

Estimated End Date

Completion deadline - 2022

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:

Date:

Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

REVIEWED BY:

Mike Ekey

## BACKGROUND / JUSTIFICATION

Staff has identified the Land and Water Conservation Fund Grant (LWCF) as an opportunity to maximize funds and offset costs of the Hawk's Nest All-Inclusive Playground. Federal funding available for LWCF grants is a maximum of \$250,000 per project, with a minimum 50 percent match. Grants are open to any local government, city, county and public school.

The LWCF is administered through the Missouri Department of Natural Resources and requires a resolution of the governing body of the applicant.

## RESOLUTION 20-07

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACKNOWLEDGING APPLICATION FOR FEDERAL ASSISTANCE FROM THE LAND AND WATER CONSERVATION FUND FOR THE PURPOSE OF CONSTRUCTING AN ALL-INCLUSIVE PLAYGROUND AT HAWK RIDGE PARK."**

**WHEREAS**, the City of Raymore Parks Department has identified the need to build an all-inclusive universal playground at Hawk Ridge Park to ensure all people of all abilities have access to outdoor recreation and play; and

**WHEREAS**, The proposed Hawk's Nest All-Inclusive Playground is included in the Capital Improvement Program as a fiscal year 2020-2021 expenditure.

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

Section 1. The Land and Water Conservation Fund (LWCF) Grant is federal funding available for qualifying projects to any local government, city, county or public school with a project match of 50% or maximum of \$250,000 per project.

Section 2. In the event a grant is awarded, the City of Raymore will commit the necessary financial resources to operate and maintain the completed project in a safe and attractive manner for public access for 25 years within the time period identified on the signed project agreement.

Section 3. In the event a grant is awarded, the City of Raymore is prepared to complete the project within the time period identified on the signed project agreement.

Section 4. In the event a grant is awarded, the City of Raymore will comply with all rules and regulations of the Land and Water Conservation Fund Grant, applicable Executive Orders and all state laws that govern the grant applicant during the performance of the project.

**DULY READ AND PASSED 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



**RESOLUTION 20-08**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN APPOINTMENT TO THE RAYMORE PLANNING AND ZONING COMMISSION."**

**WHEREAS**, Section 465.020 of the Raymore City Code and Section 8.1 of the Raymore City Charter authorizes the Mayor to appoint members to the Raymore Planning and Zoning Commission with the advice and consent of a majority of the City Council.

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

Section 1. Appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's appointment of the following person to fill the unexpired term of Melodie Armstrong to the Planning and Zoning Commission for Ward 4.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Jeremy Mansur	February 10, 2020	October 31, 2020

**DULY READ AND PASSED 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



Jeanie Woerner <jlwoerner@raymore.com>

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## City of Raymore, MO: Online Volunteer Application

1 message

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**webmaster@raymore.com** <webmaster@raymore.com>  
To: jlwoerner@raymore.com, Mekey@raymore.com, EHill@raymore.com

Tue, Feb 26, 2019 at 2:10 PM

A new entry to a form/survey has been submitted.

**Form Name:** City Volunteer Form  
**Date & Time:** 02/26/2019 2:10 PM  
**Response #:** 27  
**Submitter ID:** 1412  
**IP address:** 172.24.96.111  
**Time to complete:** 13 min. , 19 sec.

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### Survey Details

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#### Page 1

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#### 1. Contact Informaon

**Full Name:** Jeremy Payton Mansur  
**Address:** 607 Bradford Ct.  
**Phone Number:** (816) 799-6799  
**Email:** [jeremymansur@icloud.com](mailto:jeremymansur@icloud.com)

#### 2. Select your Ward (If you don't know your Ward, call 816-331-3324)

(o) Ward 4

#### 3. I am interested in:

<input checked="" type="checkbox"/> Board of Adjustment	<input checked="" type="checkbox"/> Parks & Recreaon Board
<input checked="" type="checkbox"/> License Tax Review Commi ee	<input checked="" type="checkbox"/> Planning & Zoning Commission
<input checked="" type="checkbox"/> TIF Commission	<input checked="" type="checkbox"/> Board of Appeals

#### 4. Why are you interested in serving on a City board or commission?

I grew up in Raymore. I graduated from Ray-Pec in 2012 and have watched this city grow my enr e life. I went away to college in two different communi es with similar popula ons t o Raymore and realized how great and unique this city is. When I graduated college and moved back I began involving myself with the community with the hopes that one day I could make a difference, promote growth, and make Raymore a place that people would be proud to grow up or raise a family in. I purchased a home in November and plan on being a part of this community for years to come.

#### What other community or civic activities do you participate in?

I am an employee at Community Bank of Raymore, we parcipa e heavily in community acvies, and prioritiz e the ciz ens of our community when making business decisions.

Board Member of the Ray-Pec Opmis t Foundaon

Acv e member of the Raymore Chamber of Commerce

**RESOLUTION 20-09**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING A RE-APPOINTMENT TO THE RAYMORE BOARD OF APPEALS."**

**WHEREAS**, the City has established a Board of Appeals consisting of three members qualified by experience and training on matters of building construction; one member as a layperson to represent the general public; and one member who is a City staff member.

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

Section 1. Appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's re-appointment of the following person to the Board of Appeals.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Mike Cox	February 10, 2020	January 9, 2023

**DULY READ AND PASSED 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



**RESOLUTION 20-10**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING A RE-APPOINTMENT TO THE RAYMORE BOARD OF APPEALS."**

**WHEREAS**, Section 465.020 of the Raymore City Code and Section 8.1 of the Raymore City Charter authorizes the Mayor to appoint members to the Raymore Board of Adjustment with the advice and consent of a majority of the City Council.

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

Section 1. Appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's re-appointment of the following person to the Board of Appeals.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Chad Buck	February 10, 2020	January 9, 2023

**DULY READ AND PASSED 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



**RESOLUTION 20-11**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING A RE-APPOINTMENT TO THE RAYMORE BOARD OF APPEALS."**

**WHEREAS**, Section 465.020 of the Raymore City Code and Section 8.1 of the Raymore City Charter authorizes the Mayor to appoint members to the Raymore Board of Adjustment with the advice and consent of a majority of the City Council.

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

Section 1. Appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's re-appointment of the following person to the Board of Appeals.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Randy Reed	February 10, 2020	January 9, 2023

**DULY READ AND PASSED 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





**RESOLUTION 20-12**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING A RE-APPOINTMENT TO THE RAYMORE BOARD OF APPEALS."**

**WHEREAS**, Section 465.020 of the Raymore City Code and Section 8.1 of the Raymore City Charter authorizes the Mayor to appoint members to the Raymore Board of Adjustment with the advice and consent of a majority of the City Council.

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

Section 1. Appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's re-appointment of the following person to the Board of Appeals.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Lloyd Brown	February 10, 2020	January 9, 2023

**DULY READ AND PASSED 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



**RESOLUTION 20-13**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING A RE-APPOINTMENT TO THE RAYMORE BOARD OF APPEALS."**

**WHEREAS**, Section 465.020 of the Raymore City Code and Section 8.1 of the Raymore City Charter authorizes the Mayor to appoint members to the Raymore Board of Adjustment with the advice and consent of a majority of the City Council.

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

Section 1. Appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's re-appointment of the following person to the Board of Appeals as a staff member.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Mike Ekey	February 10, 2020	January 9, 2023

**DULY READ AND PASSED 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



**RESOLUTION 20-14**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN APPOINTMENT TO THE RAYMORE BOARD OF APPEALS."**

**WHEREAS**, Section 465.020 of the Raymore City Code and Section 8.1 of the Raymore City Charter authorizes the Mayor to appoint members to the Raymore Board of Adjustment with the advice and consent of a majority of the City Council.

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

Section 1. Appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's appointment of the following person to the Board of Appeals to fill the expired term of Dick Maynard.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Wade Beck	February 10, 2020	January 9, 2023

**DULY READ AND PASSED 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



**RESOLUTION 20-15**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING AN APPOINTMENT TO THE BOARD OF ADJUSTMENT."**

**WHEREAS**, Section 465.030 of the Raymore City Code and Section 8.1 of the Raymore City Charter authorizes the Mayor to appoint members to the Board of Adjustment with the advice and consent of a majority of the City Council.

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

Section 1. Authorization requires that all said appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's appointment of the following person to the Board of Adjustment to fill the expired term of Tom Buechler.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Pam Hatcher	February 10, 2020	October 31, 2025

**DULY READ AND PASSED 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



Jeanie Woerner <jlwoerner@raymore.com>

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## City of Raymore, MO: Online Volunteer Application

1 message

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**webmaster@raymore.com** <webmaster@raymore.com>  
To: jlwoerner@raymore.com, Mekey@raymore.com, EHill@raymore.com

Wed, Jan 1, 2020 at 9:49 PM

A new entry to a form/survey has been submitted.

**Form Name:** City Volunteer Form  
**Date & Time:** 01/01/2020 9:49 PM  
**Response #:** 39  
**Submitter ID:** 1621  
**IP address:** 2600:100a:b01a:f855:1959:7e83:a3a6:638  
**Time to complete:** 20 min. , 5 sec.

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### Survey Details

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#### Page 1

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#### 1. Contact Information

**Full Name:** Pam Hatcher  
**Address:** 1402 Young Circle  
**Phone Number:** (816) 665-8990  
**Email:** Pam@IGREKC.com

#### 2. Select your Ward (If you don't know your Ward, call 816-331-3324)

(o) Ward 3

#### 3. I am interested in:

<input checked="" type="checkbox"/> Board of Adjustment	<input checked="" type="checkbox"/> Parks & Recreation Board
<input checked="" type="checkbox"/> License Tax Review Committee	<input checked="" type="checkbox"/> Planning & Zoning Commission
<input checked="" type="checkbox"/> TIF Commission	<input checked="" type="checkbox"/> Board of Appeals

#### 4. Why are you interested in serving on a City board or commission?

I have 32 years of real estate experience, including being the Director of Real Estate for Sprint. At Sprint, I had responsibility for rights-of-way across the entire United States for Sprint's fiber so I negotiated with City's for the ROW and cell sites as well as obtaining construction permits and occupancy use permits for Sprint's data centers and labs. I am now the Owner/Broker of Integrity Group Real Estate w/over 30 agents. I have recently moved back to the area after living in Lee's Summit for 30 years. I am a Belton High School Alumni and want to give back to the area and community that I grew up in. I have recently moved my parents from the home I grew up in that backed to Kentucky Road over to Foxwood Springs. My daughter and her family has also moved to Raymore this last year as well. My grandson just started Kindergarten at Creekmoor Elementary.

#### What other community or civic activities do you participate in?

I sponsored a table at the Raymore Gala for the Hawks Nest park as well as actively participated in the auction items. I am a member of the Raymore Chamber of Commerce, Referral Madness Networking South (Belton/Raymore) and will be finalizing the purchase of a commercial building in Raymore located at 303 S Washington on 1/16/2020. I have actively participated in community discussions regarding zoning changes when my Real Estate Brokerage had the 7 vacant commercial lots to the east of City Hall for sale this last year. I have also worked with the previous Economic Development Director as well as the new one to discuss options and desired usages for the 14 acres that I currently have listed on the south side of 58 Hwy.



**RESOLUTION 20-16**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING AN APPOINTMENT TO THE BOARD OF ADJUSTMENT."**

**WHEREAS**, Section 465.030 of the Raymore City Code and Section 8.1 of the Raymore City Charter authorizes the Mayor to appoint members to the Board of Adjustment with the advice and consent of a majority of the City Council.

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

Section 1. Authorization requires that all said appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's appointment of the following person to fill the unexpired term of Joe Wells to the Board of Adjustment.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Jerry Martin	February 19, 2020	October 31, 2022

**DULY READ AND PASSED 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



Jeanie Woerner <jlwoerner@raymore.com>

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## City of Raymore, MO: Online Volunteer Application

1 message

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**webmaster@raymore.com** <webmaster@raymore.com>  
To: jlwoerner@raymore.com, Mekey@raymore.com, EHill@raymore.com

Fri, Jan 25, 2019 at 10:35 AM

A new entry to a form/survey has been submitted.

**Form Name:** City Volunteer Form  
**Date & Time:** 01/25/2019 10:35 AM  
**Response #:** 26  
**Submitter ID:** 1393  
**IP address:** 172.24.96.111  
**Time to complete:** 30 min. , 37 sec.

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### Survey Details

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#### Page 1

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**1. Contact Informaon**

**Full Name:** Jerry Marn  
**Address:** [1223 Kettering Lane-Raymore](#)  
**Phone Number:** (816) 331-0541  
**Email:** [stm43@sbcglobal.net](mailto:stm43@sbcglobal.net)

**2. Select your Ward (If you don't know your Ward, call 816-331-3324)**

Ward 3

**3. I am interested in:**

Board of Adjustment

**4. Why are you interested in serving on a City board or commission?**

Having lived and worked in Raymore since July 1983 & have seen the cities growth, most of it good but some of it not so good. Being semi rer ed from the Community Bank of Raymore I can have me t o help the community in this capacity and with my me living in Ra ymore & knowing the community as well as I do, I feel in can be useful on the Board of Adjustment. Mayor Turnbow has asked my consideraon f or the Board.

**What other community or civic activities do you participate in?**

Several years ago was on the Parks & Rec's Board. Previously with Raymore Opmis t and Raymore Chamber.

Thank you,  
City of Raymore, MO

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**This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.**

**RESOLUTION 20-17**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING AN APPOINTMENT TO THE BOARD OF ADJUSTMENT."**

**WHEREAS**, Section 465.030 of the Raymore City Code and Section 8.1 of the Raymore City Charter authorizes the Mayor to appoint members to the Board of Adjustment with the advice and consent of a majority of the City Council.

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

Section 1. Authorization requires that all said appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's appointment of the following person to fill the unexpired term of Paul Bertolone to the Board of Adjustment.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Aaron Harrison	February 19, 2020	October 31, 2021

**DULY READ AND PASSED 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



Jeanie Woerner <jlwoerner@raymore.com>

---

## City of Raymore, MO: Online Volunteer Application

1 message

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**webmaster@raymore.com** <webmaster@raymore.com>  
To: jlwoerner@raymore.com, Mekey@raymore.com, EHill@raymore.com

Thu, Aug 29, 2019 at 12:25 PM

A new entry to a form/survey has been submitted.

**Form Name:** City Volunteer Form  
**Date & Time:** 08/29/2019 12:25 PM  
**Response #:** 38  
**Submitter ID:** 1540  
**IP address:** 2601:300:4201:bb13:c554:18b0:1931:cfe1  
**Time to complete:** 5 min. , 35 sec.

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### Survey Details

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#### Page 1

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**1. Contact Informaon**

**Full Name:** AaronHarrison  
**Address:** 1213 Wiltshire Blvd.  
**Phone Number:** (816) 215-5846  
**Email:** [aaron@heartlandelectric.com](mailto:aaron@heartlandelectric.com)

**2. Select your Ward (If you don't know your Ward, call 816-331-3324)**

(o) Ward 3

**3. I am interested in:**

Planning & Zoning Commission

**4. Why are you interested in serving on a City board or commission?**

I would enjoy being a part of the future planning of our city. Planning upcoming projects is what my day to day job revolves around and I look forward to being a part of the local process.

**What other community or civic activities do you participate in?**

This will be my first

Thank you,  
City of Raymore, MO

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**RESOLUTION 20-18**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING AN APPOINTMENT TO THE BOARD OF ADJUSTMENT."**

**WHEREAS**, Section 465.030 of the Raymore City Code and Section 8.1 of the Raymore City Charter authorizes the Mayor to appoint members to the Board of Adjustment with the advice and consent of a majority of the City Council.

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

Section 1. Authorization requires that all said appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's appointment of the following person to fill the unexpired term of Shannon Weichel to the Board of Adjustment.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Terri Woods	February 10, 2020	October 31, 2021

**DULY READ AND PASSED 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



Jeanie Woerner <jlwoerner@raymore.com>

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## City of Raymore, MO: Online Volunteer Application

1 message

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**webmaster@raymore.com** <webmaster@raymore.com>  
To: jlwoerner@raymore.com, Mekey@raymore.com, EHill@raymore.com

Fri, Jul 5, 2019 at 11:20 AM

A new entry to a form/survey has been submitted.

**Form Name:** City Volunteer Form  
**Date & Time:** 07/05/2019 11:20 AM  
**Response #:** 34  
**Submitter ID:** 1507  
**IP address:** 172.24.96.111  
**Time to complete:** 8 min. , 43 sec.

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### Survey Details

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#### Page 1

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**1. Contact Information**

**Full Name:** Terri Woods  
**Address:** 309 N Park Drive  
**Phone Number:** (803) 348-0390  
**Email:** [Tfwoods2015@yahoo.com](mailto:Tfwoods2015@yahoo.com)

**2. Select your Ward (If you don't know your Ward, call 816-331-3324)**

Ward 2

**3. I am interested in:**

Planning & Zoning Commission

**4. Why are you interested in serving on a City board or commission?**

I believe Citizens should be actively involved in their community. This is a great opportunity to give back.

**What other community or civic activities do you participate in?**

I am actively involved with the Scouts and my church.

Thank you,  
City of Raymore, MO

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**RESOLUTION 20-19**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING AN APPOINTMENT TO THE BOARD OF ADJUSTMENT."**

**WHEREAS**, Section 465.030 of the Raymore City Code and Section 8.1 of the Raymore City Charter authorizes the Mayor to appoint members to the Board of Adjustment with the advice and consent of a majority of the City Council.

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

Section 1. Authorization requires that all said appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's appointment of the following person to fill the unexpired term of John Seimears as an alternate to the Board of Adjustment.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Susan Dooley	February 10, 2020	October 31, 2021

**DULY READ AND PASSED 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



Jeanie Woerner <jlwoerner@raymore.com>

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## City of Raymore, MO: Online Volunteer Application

1 message

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**webmaster@raymore.com** <webmaster@raymore.com>  
To: jlwoerner@raymore.com, Mekey@raymore.com, EHill@raymore.com

Tue, Aug 20, 2019 at 5:42 PM

A new entry to a form/survey has been submitted.

**Form Name:** City Volunteer Form  
**Date & Time:** 08/20/2019 5:42 PM  
**Response #:** 36  
**Submitter ID:** 1536  
**IP address:** 2605:a601:adf8:3700:4c64:df10:efac:1e37  
**Time to complete:** 17 min. , 11 sec.

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### Survey Details

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#### Page 1

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**1. Contact Informaon**

**Full Name:** Susan Dooley  
**Address:** 606 Condor St  
**Phone Number:** (913) 485-5163  
**Email:** [Orphie@sbcglobal.net](mailto:Orphie@sbcglobal.net)

**2. Select your Ward (If you don't know your Ward, call 816-331-3324)**

Ward 4

**3. I am interested in:**

Planning & Zoning Commission

**4. Why are you interested in serving on a City board or commission?**

I have been a resident of Raymore since 2014. My family and I love the people and the town. I want to do my part to help Raymore grow in an organized, thoughtful way. I'd like to make it possible for our town to retain its rural feel, its hometown vibe, while facilitating measured and appropriate growth that will enhance the core values and community cohesion that we value. Having observed and interacted with the P and Z Commission, Mr Cadoret, Mr Feuerborn, and Mr Gress, I feel that the P and Z Commission is arguably the most influential in the town government. I look forward to the chance to help guide Raymore on a steady path of growth via service to the community.

**What other community or civic activities do you participate in?**

I am an active spectator and cheerleader for many Raymore Park District activities, since my grandchildren are involved in soccer, baseball, tball, volleyball, flag football, basketball, etc. I have taken yoga classes through the Park District, and enjoy the walking trails throughout the city almost daily. I support the Farmers Market and the Raymore Animal Control Shelter. I also attend occasional meetings of the City Council and Planning and Zoning Commission.

Thank you,  
City of Raymore, MO

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**RESOLUTION 20-20**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN APPOINTMENT TO THE ARTS COMMISSION."**

**WHEREAS**, Section 120.110 of the Raymore City Code authorizes the Mayor to appoint members to the Arts Commission with the advice and consent of a majority of the Council.

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

Section 1. Authorization requires that all said appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's appointment of the following person to the Arts Commission to fill the Ward 2 unexpired term of Laura Richardson.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Beth Brown	February 10, 2020	July 31, 2022

**DULY READ AND PASSED 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



Jeanie Woerner <jlwoerner@raymore.com>

---

## City of Raymore, MO: Online Volunteer Application

1 message

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webmaster@raymore.com <webmaster@raymore.com>  
To: jlwoerner@raymore.com, Mekey@raymore.com, EHill@raymore.com

Mon, Jan 15, 2018 at 2:03 PM

A new entry to a form/survey has been submitted.

Form Name: City Volunteer Form  
Date & Time: 01/15/2018 2:03 p.m.  
Response #: 15  
Submitter ID: 176  
IP address: 216.21.166.5  
Time to complete: 6 min. , 33 sec.

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### Survey Details

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#### Page 1

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1. Contact Information

Full Name: Elizabeth A Brown  
Address: 505 Sunny Lane  
Phone Number: (816) 885-8452  
Email: 1bethbrown@gmail.com

2. Select your Ward (If you don't know your Ward, call 816-331-3324)

Ward 2

3. I am interested in:

Arts Commission

4. Why are you interested in serving on a City board or commission?

I am interested in being a part of bringing our community together. I feel serving as a part of the art commission is the best way for me to do that. Growing up, I was part of the art & theater community and want to put that experience & knowledge to good use.

What other community or civic activities do you participate in?

Not answered

Thank you,  
City of Raymore, MO

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**RESOLUTION 20-21**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING A RE-APPOINTMENT TO THE RAYMORE TAX INCREMENT FINANCING COMMISSION."**

**WHEREAS**, the City Council approved Ordinance 21074 creating a Tax Increment Financing Commission and the duties of the Commission; and

**WHEREAS**, the Tax Increment Financing Commission shall be composed of eleven (11) members serving four year terms.

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

Section 1 Authorization requires that six of the eleven members of the Commission shall be appointed by the Mayor with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's re-appointment of the following person on the Tax Increment Financing Commission.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Don Schmidt	February 10, 2020	February 10, 2024

**DULY READ AND PASSED 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



**RESOLUTION 20-22**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING A RE-APPOINTMENT TO THE RAYMORE TAX INCREMENT FINANCING COMMISSION."**

**WHEREAS**, the City Council approved Ordinance 21074 creating a Tax Increment Financing Commission and the duties of the Commission; and

**WHEREAS**, the Tax Increment Financing Commission shall be composed of eleven (11) members serving four year terms.

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

Section 1 Authorization requires that six of the eleven members of the Commission shall be appointed by the Mayor with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's re-appointment of the following person on the Tax Increment Financing Commission.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Stephanie Como	February 10, 2020	February 10, 2024

**DULY READ AND PASSED 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





**RESOLUTION 20-23**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING AN APPOINTMENT TO THE RAYMORE TAX INCREMENT FINANCING COMMISSION."**

**WHEREAS**, the City Council approved Ordinance 21074 creating a Tax Increment Financing Commission and the duties of the Commission; and

**WHEREAS**, the Tax Increment Financing Commission shall be composed of eleven (11) members serving four year terms.

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

Section 1 Authorization requires that six of the eleven members of the Commission shall be appointed by the Mayor with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's appointment of the following person on the Tax Increment Financing Commission to fill the unexpired term of Dale Jacobson.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Joe Wells	February 19, 2020	November 14, 2020

**DULY READ AND PASSED 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



**RESOLUTION 20-24**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING AN APPOINTMENT TO THE RAYMORE TAX INCREMENT FINANCING COMMISSION."**

**WHEREAS**, the City Council approved Ordinance 21074 creating a Tax Increment Financing Commission and the duties of the Commission; and

**WHEREAS**, the Tax Increment Financing Commission shall be composed of eleven (11) members serving four year terms.

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

Section 1 Authorization requires that six of the eleven members of the Commission shall be appointed by the Mayor with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's appointment of the following person on the Tax Increment Financing Commission to fill the unexpired term of Tom McVey.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Bill Welty	February 10, 2020	November 13, 2021

**DULY READ AND PASSED 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



# **Unfinished Business**





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Jan. 27, 2020

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3522 Participation in Show Me Green Sales Tax Holiday

**STRATEGIC PLAN GOAL/STRATEGY**

Strategy 3.3.2: Provide support to existing local business

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
----------------------	--------------------

**STAFF RECOMMENDATION**

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:  
Date:  
Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

REVIEWED BY:

Jim Feuerborn

## 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:**

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

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

Section 3. 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



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Jan. 27, 2020

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**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:	Wilson & Company
Amount of Request/Contract:	\$137,412
Amount Budgeted:	\$140,000
Funding Source/Account#:	Excise Tax Fund (37)

**PROJECT 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 DOCUMENTS ATTACHED**

Contract  
Study Area Map

**REVIEWED BY:**

Jim Feuerborn

## 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:**

Section 1. 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.

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

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

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

Section 5. 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



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 February 10, 2020 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.

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**

By: \_\_\_\_\_  
Jim Feuerborn, City Manager

Attest: \_\_\_\_\_  
Jean Woerner, City Clerk

(SEAL)

**WILSON & COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

## **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 warranties 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.

## **WILSON & COMPANY**

800 East 101<sup>st</sup> Terrace, Suite 200  
Kansas City, MO 64131  
816-701-3100 phone  
816-942-3013 fax

### **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**





### ***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



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.



***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.











**CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM**

DATE: Jan. 27, 2020

SUBMITTED BY: Melissa Harmer

DEPARTMENT: Communications

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3523 Agreement with Lynchpin Ideas for Design Services

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 1.2: Enhance first impressions of the community

**FINANCIAL IMPACT**

Award To:	Lynchpin Ideas, LLC
Amount of Request/Contract:	On call services, \$125/hr
Amount Budgeted:	\$20,000
Funding Source/Account#:	Communications

**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**

Contract

**REVIEWED BY:**

Jim Feuerborn

## 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:**

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

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

Section 3. Effective Date. 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.

Section 4. 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



## CONTRACT FOR PROFESSIONAL SERVICES

### *Request for Qualification/Quote*

#### AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this \_\_\_\_\_, 2020 between Lynchpin Ideas, LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 4550 Main, Suite 200, Kansas City, MO 64111, hereafter referred to as the **Firm**, 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 \_\_\_\_\_ 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 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**

By: \_\_\_\_\_  
Jim Feuerborn, City Manager

Attest: \_\_\_\_\_  
Jean Woerner, City Clerk

**(FIRM)**

By: Laura Lynch  
Laura Lynch  
Title: owner, Lynchpa Ideas LLC  
Attest: Meghan Duane  
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 Firm within 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.



December 10, 2019



# lynchpinideas

where you and your audience connect

**REQUEST FOR QUALIFICATION & QUOTE**

**Marketing/Graphic Design Services**

City of Raymore, Missouri

100 Municipal Circle // Raymore, MO 64083

**SUBMITTED BY:**

**Lynchpin Ideas, LLC**

4550 Main, Suite 200

Kansas City, MO 64111



# lynchpinideas

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,

A handwritten signature in black ink that reads "Laura Lynch". The signature is written in a cursive, flowing style.

Laura Lynch  
Owner/Chief Creative Strategist  
Lynchpin Ideas, LLC



# A. Qualifications & Experience

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lynchpinideas

## 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.



## 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**

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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**

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### **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

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**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 vice-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

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**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**

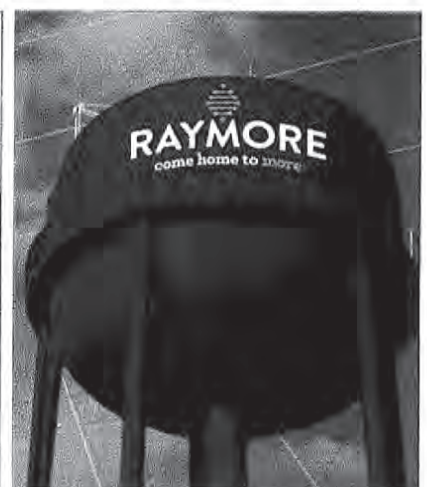
In 2015, Lynchpin Ideas began working with the City of Raymore, Missouri and developed transitional "Reimagine Raymore" positioning to accompany the City's strategic planning process. We also contributed messaging specifically for economic development and a sales piece for the department.



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





## B. Representative Projects

### 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.

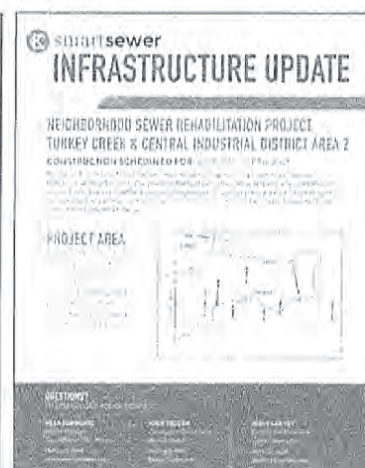
To give the program a more approachable brand presence, we conducted a total rebranding encompassing a new name, logo and tagline, and helped shape messaging. Next, we created a suite of materials to facilitate public outreach including fact sheets, postcards, signage, digital assets and more. Lynchpin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





## B. Representative Projects

### 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.

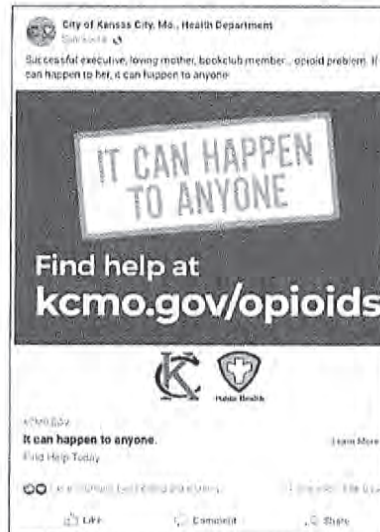
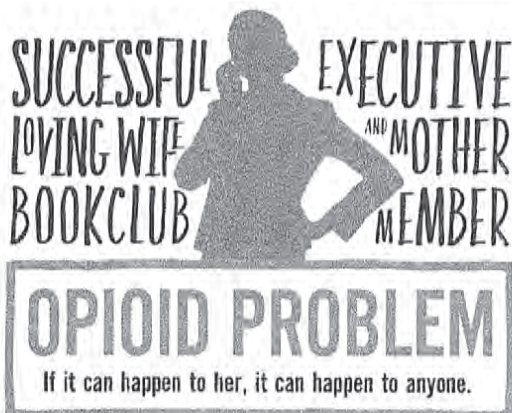


Lynchpin Ideas partnered with Kemper & Company to conduct market research and a message gap analysis. After countless conversations with medical professionals, first responders, advocates and recovering addicts, the team landed on one simple concept: opioid addiction can happen to anyone. Through digital, 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](http://kcmo.gov) website.

#### CONTACT

**Bill Snook**

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



Find help at [kcmo.gov/opioids](http://kcmo.gov/opioids)





## B. Representative Projects

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

**BUDGET: \$75,000**

Lynchpin Ideas was awarded the opportunity to custom-brand 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](mailto: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.



### CONTACT

**Brian Koral**

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





## C. General Project Approach

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### **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!

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

**LAURA LYNCH**

Owner, Chief Creative Strategist

Lynchpin Ideas, LLC

[laura@lynchpinideas.com](mailto:laura@lynchpinideas.com)

(816) 886-9414

[lynchpinideas.com](http://lynchpinideas.com)



lynchpinideas



### 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).

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

Name:

Laura Lynch

Company:

Lynchpin Ideas, LLC

Address:

4550 Blaine, Suite 200 - Kansas City MO 64111

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.
4. 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:

*Laura Lynch*

Name:

*Laura Lynch*

Title:

*Owner*

Subscribed and sworn to before me this 27<sup>th</sup> day of Dec, 2019.

STATE OF

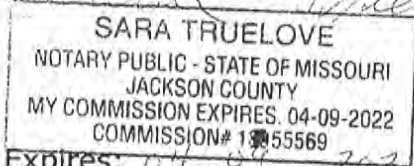
*Missouri*

COUNTY OF

*Jackson*

Notary Public:

*Sara Truelove*



My 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 to act on behalf of (Company name) Lynchpin Ideas, LLC do hereby acknowledge that (Company name) Lynchpin Ideas, LLC will be bound by all terms, costs, and conditions of this proposal for a period of 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Lynchpin Ideas, LLC

ADDRESS: 4550 Main Street, Suite 200

Street

ADDRESS: Kansas City MISSOURI 64111  
City State Zip

PHONE: (816) 886-9414

DATE: December 10, 2019  
(Month-Day-Year)

Laura J. Lynch  
Signature of Officer/Title

DATE: \_\_\_\_\_  
(Month-Day-Year)

Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):  
Check One:

- MBE (Minority Owned Enterprise)  
 WBE (Women Owned Enterprise)  
 Small Business

**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. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise?  
Yes \_\_\_ No x
  2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise?  
Yes \_\_\_ No x
  3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded?  
Yes \_\_\_ No x
  4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project?  
Yes \_\_\_ No x
  5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked?  
Yes \_\_\_ No x
  6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers?  
Yes \_\_\_ No x
  7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company?  
Yes \_\_\_ No x
  8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws?  
Yes \_\_\_ No x
- \*With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business?  
Yes \_\_\_ No x
  10. Has the Firm been the subject to any bankruptcy proceeding?  
Yes \_\_\_ No x



## Legal Matters

1. Claims, 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  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  No If 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.

1. 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.
3. 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.
6. 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.
7. 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

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

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

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



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

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

<b>COMPANY NAME</b>	City of Merriam, KS
<b>ADDRESS</b>	9001 W 62nd St, Merriam, KS 66202
<b>CONTACT PERSON</b>	Meredith Hauck, Assistant City Administrator
<b>PHONE NUMBER</b>	(913) 322-5500
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	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



# **New Business**







**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Feb. 10, 2019

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3524 - Award of Contract, Sheltering Services

**STRATEGIC PLAN GOAL/STRATEGY**

**FINANCIAL 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**

Contract

**REVIEWED BY:**

JCJZME

## BACKGROUND / JUSTIFICATION

The City of Peculiar has requested that the Raymore Animal Shelter provide sheltering services for animals from its jurisdiction. Previously, the City of Harrisonville had provided these services to Peculiar. The contract between the two Cities expires on Feb. 29 and the City of Harrisonville declined to renew the contract.

The contract between the City of Raymore and City of Peculiar outlines the services provided by the Raymore Animal Shelter and Animal Control Officers in partnership with the Peculiar Police Department.

**BILL 3524**

**ORDINANCE**

**"AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF RAYMORE, MISSOURI, TO ENTER INTO A CONTRACT WITH THE CITY OF PECULIAR FOR ANIMAL SHELTERING SERVICES."**

**WHEREAS**, the City of Peculiar recently approached the City of Raymore requesting the use of the Raymore Animal Shelter; and

**WHEREAS**, the Raymore Animal Shelter currently has the capacity to provide said services.

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

Section 1. The Agreement is hereby approved and the authorized representative of the City is hereby directed to enter into the Agreement with the City of Peculiar, attached as **Exhibit A**.

Section 2. The Mayor shall be the authorized representative of the City herein for all instruments identified in Section 4.4(e) of the Charter.

Section 3. The Mayor is authorized to execute the Agreement for and on behalf of the City of Raymore and direct the City Manager to take the necessary steps under the Agreement to implement its terms.

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

Section 5. 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 10TH DAY OF FEBRUARY, 2020.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH 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

## **Animal Control Sheltering Services Agreement**

City of Raymore, Missouri

City of Peculiar Missouri

This Animal Control Sheltering Services Agreement (“Agreement”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Raymore, Missouri (“Raymore”), a municipal corporation of the State of Missouri, and the City Peculiar (“Peculiar”), a municipal corporation of the State of Missouri. Raymore and Peculiar are sometimes collectively referred to herein as the “Parties”.

WITNESSETH:

WHEREAS, Raymore currently operates the Raymore Animal Control Unit (“ACU”) and owns the Raymore Animal Shelter (“Shelter”); and

WHEREAS, Peculiar does not have an animal control division, or own or operate a shelter for kenneling and sheltering services; and

WHEREAS, Raymore and Peculiar desire to enter into this Agreement by which Raymore will provide kenneling and sheltering services for animals detained within the corporate city limits of Peculiar.

FOR AND IN CONSIDERATION OF THE COVENANTS SET FORTH HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Raymore shall provide animal control and sheltering services (“Sheltering Services”) upon request by Peculiar for Eligible Animals (defined infra.) pursuant to and during the terms of this Agreement in accordance with the Raymore Animal Control Operational Guidelines (“Guidelines”) as may be amended from time to time.

2. Other Space. In the event Peculiar needs additional space than available at the Shelter, additional Eligible Animals will receive Sheltering Services as may be determined by the ACU Shelter Commanding Officer in alternative locations (“Alternate Shelter Options”) (based upon availability of cages, veterinary care, or the ability to combine Eligible Animals and available cages), which may include, for example, fostering with local families or transferring the Eligible Animals to a no-kill shelter within the Greater Kansas City Metropolitan Area. Costs incurred for Eligible Animals that are either fostered or transferred will be paid by Raymore and those charges will be applied consistent with methods described in Section 6 below.

3. Scope of Agreement. The only services provided under this Agreement relate to Sheltering Services to include: acquisition of detained Eligible Animals from representatives of the Peculiar Police Department; transport of the Eligible Animals for Sheltering Services;

arranging for veterinary care services as may be reasonably necessary for the Eligible Animals during the time that they are under the supervision and control of the ACU; check in and discharge document administration (if any); care and feeding of each Eligible Animal during each day that it is under the control of Raymore; kenneling, sheltering and adoption of Eligible Animals; and related services as described in the Guidelines.

4. Excluded Services. The Raymore ACU shall not be required to provide, and is specifically excluded under the terms of this Agreement from providing, any other animal control services, which shall specifically include but not be limited to the following:

- A. Trapping or capture of feral animals or wildlife within the corporate city limits of Peculiar,
- B. Enforcing ordinance violations within the corporate city limits of Peculiar including issuance of citations for violation of the Peculiar Code,
- C. Pickup and disposal of deceased animals within the corporate city limits of Peculiar,
- D. Sheltering of animals for rabies quarantine holds,
- E. Sheltering of animals that are voluntarily relinquished by their owners if residents of Peculiar, and
- F. Such other animal control services that may be deemed by the ACU to be outside and beyond the scope of agreement identified in Section 2(B) above.

5. Eligible Animals. As used in this Agreement, Eligible Animals shall be defined as those animals that are caught and/or detained within the corporate city limits of Peculiar and transferred to the custody of a Raymore Animal Control Officer (“ACO”). Raymore will only provide Sheltering Services to those types of animals, which it accepts at its Shelter, pursuant to its Guidelines and any applicable Raymore ordinances. The Parties recognize that Raymore reserves the right to amend said Guidelines at its sole discretion and reserves the right to refuse Sheltering Service on a case-by-case basis as determined by the ACU Commanding Officer.

6. Animal Control Services.

A. Animal Control Officers. The City Raymore and the assigned ACOs shall have the status of an independent contractor/vendor for purposes of this Agreement. The ACOs assigned to service this Agreement in Peculiar shall be:

(i) Employees of Raymore, and shall be subject to its control and supervision;  
and

(ii) Subject to current procedures and command authority in effect for Raymore and the Raymore Police Department, including attendance requirements at all mandated training and testing to maintain state certification.

Peculiar agrees to have a Missouri POST certified law enforcement officer (“Peculiar Officer”) with the assigned ACO at the location of any call within the corporate city limits of Peculiar necessitating the transport services of Raymore under this Agreement. The Peculiar Officer shall be responsible for maintaining the safety of the location for the ACO, issuing any citations for violation of the Peculiar Code of Ordinances.

B. Authorized Representative. Peculiar shall appoint one or more employees (“Authorized Representative(s)”) who shall have the authority to discuss the Sheltering Services of Eligible Animals with their identified owner(s) and to authorize their release by the Raymore ACU.

C. Applicable Standards. Raymore shall be deemed to have assumed possession of any Eligible Animal from Peculiar as soon as actual physical control of the Eligible Animal has been transferred to the Raymore ACO responding to a call for service. Upon acquiring possession by Raymore, it shall be subject to the Guidelines and all applicable Raymore ordinances. Prior to acceptance of possession by Raymore, any Eligible Animal shall be deemed to be the responsibility of Peculiar.

## 7. Term and Termination.

A. Term. The term of this Agreement shall be for one (1) year commencing upon the date that it is executed by both the Mayor of Raymore and the Mayor of Peculiar after approval of the same by their respective Governing Bodies.

B. Extensions. This Agreement may be extended for successive one (1) year terms unless either Party gives ninety (90) days prior written Notice as provided for herein stating that this Agreement will not be renewed. The day after the anniversary of the execution of this Agreement shall be identified herein as the “Renewal Date”.

C. Termination Without Cause. This Agreement may be terminated at any time by either Party “without cause” and at will by the terminating Party providing ninety (90) day prior written Notice as provided for herein to the non-terminating Party.

D. Termination With Cause. This Agreement may be terminated at any time by either Party “with cause” for the breach of any one or more of the terms set forth herein. Written Notice of termination “with cause” shall be provided by a terminating Party to the non-terminating Party. Such Notice shall include the basis for the termination, the date upon which the breach occurred, the manner in which said breach can be cured within fifteen (15) business days of the Notice being delivered and the effective date of termination should such breach not be adequately cured to the satisfaction of the terminating Party.

E. Amounts Due. Any outstanding sums due Raymore for Sheltering Services shall be paid and brought current within thirty (30) days immediately following termination either with or without cause.

8. Fees and Billing.

A. Annual Charge. Peculiar agrees to pay to Raymore Eighteen Thousand and 00/100 Dollars (\$18,000.00) annually in twelve (12) equal monthly installments of One Thousand and 500 Dollars (\$1,500.00) (“Monthly Charge”), due and payable on the 1<sup>st</sup> day of each month during the term of this Agreement. In exchange for payment of the Annual Charge, Raymore shall provide the Sheltering Services pursuant to the Scope of Agreement provided herein.

B. Additional Charges. In addition to the Monthly Charge, Peculiar agrees to pay the following additional charges (“Additional Charges”) as accrued and billed by Raymore on the Monthly Invoices (defined infra.):

(i) Costs accrued and billed to Raymore for Alternate Shelter Options, but only if the Shelter does not have available space upon taking possession of the Eligible Animal(s), and

(ii) Veterinary care and costs, medications and special dietary needs incurred by Raymore on any Eligible Animal while under the possession and control of Raymore. The Authorized Representative may: (a) establish a policy setting a maximum cap for all animals (“Cap”), or (b) a maximum authorized expense on a case-by-case basis, for veterinary treatment of the Eligible Animals. Raymore will defer to the medical recommendation of the treating veterinarian for reasonable treatment within the Cap established per Eligible Animal, including the right to euthanize said Eligible Animal.

C. Billing Period and Process. The billing period for the Monthly Charge and any Additional Charges shall be from the 1<sup>st</sup> of each month through the last day of each month. Raymore shall mail an invoice to Peculiar for all fees (Monthly Charges and Additional Charges)



generated in the immediately preceding month, which invoice will be due thirty (30) days after the invoice date. The invoice shall list the following information:

- (i) Any prior balance due,
- (ii) The Monthly Charge,
- (iii) Itemization of the Additional Charges, including details on the identification of the Eligible Animal by species and sex, an itemized list of all applicable Additional Charges.

At no time will Raymore be responsible for the collection of any fees associated with the detainment of Eligible Animals. Raymore will release Eligible Animals receiving Sheltering Services to an owner only upon presentation of a receipt of payment from the Authorized Representative.

If a balance at year end is due to Raymore by Peculiar, that unpaid balance shall be paid and brought current within thirty (30) days of written Notice of the same. If the balance due at year end is not paid and brought current within thirty (30) days, then additional Sheltering Services may be suspended and Raymore may refuse to take any further Eligible Animals until such time as the balance is paid in full. Raymore shall retain the Eligible Animals subject to the Guidelines until such time as the balance due is paid and brought current.

The Monthly Charge shall be subject to change annually effective upon the Renewal Date of this Agreement. Raymore shall provide written Notice to Peculiar of any proposed increase in the Monthly Charge no less than ninety (90) days prior to the Renewal Date. Such increase in the Monthly Charge shall become effective upon the Renewal Date unless Peculiar makes written objection to the same no less than thirty (30) days prior to the annual Renewal Date. If Peculiar objects to the fee increase, and the Parties are unable to resolve the dispute, this Agreement shall be terminated for cause according to the provisions provided in Section 5D above.

9. Records, Access & Monitoring.

A. The Authorized Representative of Peculiar shall have access to the Shelter, the Allotted Space and records pertaining to the Sheltering Services provided under this Agreement (“Peculiar Records”) during normal working hours. For the purposes of administration, normal working hours shall be defined herein as Monday through Friday 8:00 a.m. to 5:00 p.m., not to include Raymore recognized holidays).

B. The Peculiar Records shall be available at the Shelter for monitoring purposes. Peculiar will be responsible for maintaining any and all animal control records according to State Standard policy.

C. Raymore agrees to create a Peculiar Record for the Authorized Representative of Peculiar for each Eligible Animal that Raymore provides Sheltering Services to under this Agreement. The Peculiar Records shall include the following:

- (i) The name of the Peculiar officer requesting Sheltering Services,
- (ii) The complaint number (if applicable),
- (iii) The species and sex of each Eligible Animal,
- (iv) The intake date of each Eligible Animal,
- (v) The outcome date for each Eligible Animal,
- (vi) The total days Raymore provided Sheltering Services for each Eligible Animal,
- (vii) The outcome disposition for each Eligible Animal, and
- (viii) The itemized list of all Additional Charges.

10. Permit Requirements. Raymore shall maintain a current Missouri Department of Agriculture permit for the retrieval of animals and either an impoundment facility or a shelter facility and operate within any state statutory requirements and guidelines.

11. Indemnification. In the performance of the Sheltering Services provided for under this Agreement, Raymore shall be liable only for the gross negligence, willful misconduct or bad faith of Raymore, its officers, agents, employees, ACOs, the ACU or their authorized representatives. To the extent permitted by law, Peculiar agrees to indemnify Raymore and save it harmless against any and all claims and liabilities, including, judgments, costs and reasonable attorney fees, for anything done or omitted by Raymore in the execution of this Agreement, including but not limited to:

A. Claims of inadequate or improper veterinary treatment, care or Sheltering Services provided to any Eligible Animal; and

B. Wrongful disposition of any Eligible Animal when such Eligible Animal was disposed of pursuant to the written directive of the Authorized Representative(s) of Peculiar or

the adopted procedures or Guidelines of Raymore, either by adoption, euthanasia, or other means whatsoever.

12. Breach/Damages/Attorney Fees. If either Party (the “Defaulting Party”) breaches any provision of this Agreement, which causes damage to the other Party (the “Non-defaulting Party”), the Non-defaulting Party may provide Notice to the Defaulting Party in writing and request it to rectify and correct such breach; if the Defaulting Party fails to take any action satisfactory to the Non-defaulting Party to rectify and correct such breach within fifteen (15) business days, upon the issuance of the written Notice by the Non-defaulting Party, the Non-defaulting Party may take the actions pursuant to this Agreement including termination of this Agreement with cause, initiation of action in the Circuit Court of Cass County, Missouri for specific performance and/or payment, or pursue any other remedies in accordance with the laws of the State of Missouri. In the event that any suit or action is instituted under or in relation to this Agreement including without limitation to enforce any provision of this Agreement, the prevailing Party in such dispute shall be entitled to recover from the losing Party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

13. ACU Designation and Authorized Representative Designation.

- A. The ACU Representative: Chief of Police  
Raymore Police Department  
100 Municipal Circle  
Raymore, MO 64083
  
- B. The Authorized Representative: Chief of Police  
Peculiar Police Department  
224 N. Main Street  
Peculiar, MO 64078

14. Return and Adoption Procedure. Any Eligible Animal under the control and custody of Raymore shall become the property of Raymore and available for adoption pursuant its policies, procedures and/or Guidelines after five (5) days of consecutive Sheltering Services. Raymore shall not be required to notify Peculiar in advance of the disposition of any Eligible Animals. Any impounded Eligible Animal shall be returned to the owner upon presentation of a signed Receipt and Release from the Authorized Representative of Peculiar presented to the ACU confirming payment of any fines, penalties or fees required.

15. General Conditions and Requirements.

A. Entire Agreement. This Agreement embodies the entire agreement between the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations or agreements, either verbal or written between the Parties.

B. Modification/Governing Law. This Agreement may not be modified, amended or changed except by an agreement in writing, signed by the Mayors of both Peculiar and Raymore, following the approval of their respective governing bodies.

C. Governing Law/Venue. This Agreement may be enforced and shall be governed by, and construed in accordance with, the internal law of the State of Missouri including but not limited to Section 340.288, regarding ownership of abandoned animals. Proper venue for any action to enforce this Agreement shall be the Circuit Court of Cass County, Missouri at Harrisonville.

D. Non-assignment. This Agreement and the rights, benefits, liabilities and obligations contained in it cannot be assigned, sold, conveyed or pledged in whole or in part, to any person or entity that is not a Party to this Agreement without the express written authorization of all the Parties, and any assignment by a Party to another third-person or party will not negate the liability of the assigning Party to the third-person or other Parties unless expressly authorized in writing by all the Parties.

E. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns or designees as provided by law.

F. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement.

G. Execution by Facsimile/Electronic Transmission. If a Party signs this Agreement and transmits a facsimile or electronic transmission of the signature page to the other Party, the Party who receives the transmission may rely upon the facsimile or electronic transmission as a signed original of this Agreement.

H. Notices. Any notices, correspondence or materials required by this Agreement shall be delivered to the Parties at the addresses provided as follows:

If to Raymore:

Jim Feuerborn  
City Manager  
100 Municipal Circle

Raymore, MO 64083

With a copy to:

Jonathan S. Zerr  
City Attorney  
KAPKE & WILLERTH  
3304 NE Ralph Powell Road  
Lee's Summit, MO 64064

If to Peculiar:

Carl Brooks  
Interim City Administrator  
250 S. Main Street  
Peculiar, MO 64078

With a copy to:

Joseph G. Lauber  
City Attorney  
LAUBER MUNICIPAL LAW, LLC  
250 NE Tudor Road  
Lee's Summit, MO 64086

All notices, requests, demands and other communications hereunder (a "Notice") shall be deemed to have been duly given if the same shall be in writing and shall be delivered by a nationally recognized overnight delivery service, with cost borne by the sender (marked by the sender for next business day delivery), or sent by certified United States mail, return receipt requested, postage pre-paid, and addressed as set forth above. Notices given by a nationally recognized overnight delivery service shall be deemed given the next business day after deposit with such delivery service in accordance with the requirements hereof, and Notices given by certified mail shall be deemed given the third (3<sup>rd</sup>) business day after deposit with the United States Postal Service in accordance with the requirements hereof.

I. Delay Not a Waiver. Neither the failure of, or delay by, any Party to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

J. Cure. Prior to filing any pleading or instituting any legal actions related to a breach of this Agreement, a Party whose rights, powers, privileges or interests have been harmed by said breach, shall provide the breaching Party with written notice of the breach, the manner in which the breach may be cured, and fifteen (15) business days in which to cure the breach, before filing the threatened pleading or instituting the contemplated legal action.

K. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity,

illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.

L. Construction of Agreement. No inference in favor of, or against any Party shall be drawn from the fact that counsel for such Party has drafted any portion of this Agreement, each Party having the right to be represented by counsel of that Party's choosing in the negotiation of the terms and conditions of this Agreement.

M. Headings. The headings in this Agreement are for convenience of reference only and shall be given no effect in the interpretation of this Agreement.

N. Cooperation. Each Party agrees to cooperate (including the execution of any additional documents) necessary to effectuate the terms of this Agreement. The Parties also agree to refrain from unnecessarily prejudicing the position or hindering the ability of any Party to complete their requirements, conditions and obligations under this Agreement.

O. Prohibition of Indirect Action. Any act that the Parties are prohibited from doing directly shall not be done indirectly through an affiliate or by any other indirect means.

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

CITY OF PECULIAR, MISSOURI  
A Municipal Corporation

CITY OF RAYMORE, MISSOURI  
A Municipal Corporation

\_\_\_\_\_  
Holly J. Stark, Mayor

\_\_\_\_\_  
Kristopher P. Turnbow, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

\_\_\_\_\_  
City Clerk

Approved as to form:

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

# Miscellaneous





**THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, OCTOBER 22, 2019, IN THE CITY HALL COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.**

**MEMBERS PRESENT:** Chairman Trautman; Members Bartow, Collier, Eastwood, Houdyshell Manson, Supple and Williamson. Member Harris is absent.

**STAFF PRESENT:** Director Musteen, Superintendent McLain, Superintendent Rulo and City Attorney Zerr are present.

**1. Call to Order:** Chairman Trautman called the meeting to order at 7:00pm.

**2. Roll Call**

**3. Pledge of Allegiance**

**4. Personal Appearances**

**5. Consent Agenda**

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

A. Park Board Minutes

August 27, 2019

**Motion:** Member Bartow moved to accept the Park Board minutes of August 27, 2019  
Member Manson seconded the motion.

**Discussion:**

<b>Vote:</b>	8 Aye	Member Bartow	Aye
	0 Nay	Member Collier	Aye
	1 Absent	Member Eastwood	Aye
		Member Harris	Absent
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Supple	Aye
		Member Trautman	Aye
		Member Williamson	Aye

**6. Staff Reports**

Recreation Superintendent McLain highlighted his written report.

Parks Superintendent Rulo highlighted his written report.

Parks & Recreation Director Musteen highlighted his written report.

**7. Old Business - None**

**APPROVED: January 28, 2020 (7-0)**

**8. New Business**

A. Recreation Park Playground Action Item

Staff presented two options for the Recreation Park playground replacement to the Park Board for selection and recommendation.

**Motion:** Member Eastwood motions to go ahead with option #2 for Recreation Park upon approval of FY '20 budget .  
Member Houdyshell seconds the motion.

**Discussion:** None

<b>Vote:</b>	7 Aye	Member Bartow	Aye
	1 Nay	Member Collier	Aye
	1 Absent	Member Eastwood	Aye
		Member Harris	Absent
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Supple	Nay
		Member Trautman	Aye
		Member Williamson	Aye

B. Johnston Lake (CAPS Agreement) Action Item

Staff provided a draft of the updated Missouri Department of Conservation Community Assistance Program Agreement (CAPS Agreement) for Johnston Lake at Hawk Ridge Park. Director Musteen explained that the updated agreement removed language that talked about building improvements at the Park. Now that the improvements are completed, the agreement is amended and does not start over with a new 25 years but continues the original agreement began in 2016.

**Motion:** Member Manson motions to approve revised CAPS for Johnston Lake.  
Member Houdyshell seconds the motion.

**Discussion:** None

<b>Vote:</b>	8 Aye	Member Bartow	Aye
	0 Nay	Member Collier	Aye
	1 Absent	Member Eastwood	Aye
		Member Harris	Absent
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Supple	Aye
		Member Trautman	Aye
		Member Williamson	Aye

C. Recreation Park Pond (CAPS Agreement) Action Item

Director Musteen outlined the conditions for a new Community Assistance Program with the Missouri Department of Conservation for the pond at Recreation

**APPROVED: January 28, 2020 (7-0)**

Park. This agreement ensures public access to recreational fishing and an annual stocking program. Director Musteen indicated that the recent improvements at Recreation Park Pond qualifies it for the program and staff recommends approval.

**Motion:** Member Manson motions to approve the CAPS for Recreation Park Pond.  
Member Eastwood seconds the motion.

**Discussion:** None

<b>Vote:</b>	7 Aye	Member Bartow	Aye
	0 Nay	Member Collier	Aye
	1 Absent	Member Eastwood	Aye
	1 Abstain	Member Harris	Absent
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Supple	Aye
		Member Trautman	Aye
		Member Williamson	Aye

D. Contract - T.B. Hanna Site Improvements Action Item

Staff presented a contract with R.L. Phillips for site work and general contractor services for improvements at T.B. Hanna Station. Director Musteen outlined the general conditions of the work to be performed at T.B. Hanna through this contract. Staff recommends approval.

**Motion:** Member Manson motions to accept the contract for TB Hanna site Work project.  
Member Houdyshell seconds the motion.

**Discussion:** None

<b>Vote:</b>	8 Aye	Member Bartow	Aye
	0 Nay	Member Collier	Aye
	1 Absent	Member Eastwood	Aye
		Member Harris	Absent
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Supple	Aye
		Member Trautman	Aye
		Member Williamson	Aye

**9. Public Comment**

**10. Board Member Comment**

Member Houdyshell - excited about the contract to build the playground and sprayground.

Member Eastwood - Thanks to the staff for preparing the Disc Golf course for the fall tournament.

Member Manson - Looking forward to TB Hanna being completed and the upcoming Circus Gala to benefit the Hawk's Nest.

Member Williamson - Proud of the community and moving forward with ADA accessible parks.

Member Trautman - the 80's/90's Dance went well and proud of Katie and the staff doing new programs.

**11. Adjournment**

**Motion:** Member Manson moved to adjourn the regular meeting.  
Member Eastwood seconds the motion.

**Discussion:** None

<b>Vote:</b>	8 Aye	Member Bartow	Aye
	0 Nay	Member Collier	Aye
	1 Absent	Member Eastwood	Aye
		Member Harris	Absent
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Supple	Aye
		Member Trautman	Aye
	Member Williamson	Aye	

The regular meeting of the Raymore Park Board adjourned at 7:38 pm.

Respectfully submitted,  
Greta Naab  
Office Assistant