

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, March 22, 2021

7:00 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**
 - A. Public Works (pg 7)
 - B. Parks and Recreation (pg 9)
 - C. Comprehensive Plan
 - D. Emergency Management
 - E. Monthly Financial Report (pg 15)

7. Committee Reports.

8. Consent Agenda.

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

- A. City Council Minutes, March 8, 2021 (pg 25)

9. Unfinished Business. Second Reading.

- A. Award of Contract: HVAC Maintenance

Reference: - Agenda Item Information Sheet (pg 33)
- Bill 3604 (pg 35)
- Contract (pg 37)

Staff is recommending the award of contract to Lippert Mechanical Systems for the City's on-going preventative maintenance of our HVAC systems.

- City Council, 03/03/2021: Approved 7-0

10. New Business. First Reading.

A. Mutual Cooperation Agreement - Water District #10

Reference: - Agenda Item Information Sheet (pg 71)
- Bill 3605 (pg 73)
- Agreement (pg 75)

Staff is recommending approval of an agreement with Public Water Supply District #10 of Cass County, Missouri for Mutual Cooperation with Joint Customers Including Termination of Water Service for Nonpayment of Sewer Bill. The Agreement memorializes the rights of the parties in terminating water utility services for customers of each entity that fail to pay for their sanitary sewer bills and allows the City to receive the monthly meter reading records from the Water District.

B. Award of Contract - Body and Dashboard Cameras

Reference: - Agenda Item Information Sheet (pg 87)
- Bill 3606 (pg 89)
- Contract (pg 91)

Body-worn cameras by Police Officers will greatly enhance the effectiveness and transparency of police operations. In-Car camera systems currently in use from Digital Ally are scheduled for replacement in June of this year. Staff is recommending an award of contract to Digital Ally for the purchase and installation of body-worn and in-car camera systems.

C. Budget Amendment - Body and Dash Camera Purchase

Reference: - Agenda Item Information Sheet (pg 99)
- Bill 3607 (pg 101)

A Fiscal Year 2021 budget amendment is necessary to fund the purchase of body-worn and dash cameras approved by the Council in Bill 3605. Bill 3607 calls for an amendment to transfer \$140,000 from the General Fund available balance and \$40,000 from the VERP fund balance to complete this purchase, maintenance, and warranty contract for the next five years.

D. Budget Amendment - Personnel

- Reference: - Agenda Item Information Sheet (pg 103)
- Bill 3608 (pg 105)
- Proposed Salary Range Chart (pg 107)

Staff is recommending amendments to the Employee Salary Range Chart to include the addition of a part-time Animal Control Attendant. It also includes a proposed change to vacate Range 1 and move the Office Assistant (Parks Department) and the Assistant Building Technician (Buildings & Grounds) to Range 2.

Additionally, staff is recommending the creation of an Assistant Staff Engineer (Range 16) as part of our on-going recruitment process for engineering staff in the Public Works Department.

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

12. Mayor/Council Communication.

13. Adjournment.

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 3/15/2021 (pg 111)

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

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

Staff Reports



PUBLIC WORKS MONTHLY REPORT

March 2021

ENGINEERING DIVISION

Projects Under Construction

2020 Curb Replacement
Harold Estates Sewer Extension - Complete
N. Foxridge Drive SRTS Sidewalk - Complete
FY 2020 Street Preservation
Willowind Sewer Extension - Complete

Projects Under Design

20201 Inflow and Infiltration correction project
Centerview Phase II Advertised for Bid
FY 2021 Street Preservation-Advertised for Bid
FY 2021 Curb Replacement Program-Advertised for Bid
Ward Road Reconstruction

Development Under Construction

- Van Trust (Dean Ave. extension)
- Lofts at Foxridge
- Compass Health
- Eastbrook at Creekmoor
- Venue of the Good Ranch

OPERATIONS & MAINTENANCE DIVISION

- 101 City Hall Work Orders
- 45 Feet of Curb Patched
- 14 Driveway Approach Inspections
- 6 Frozen Meters
- 3 Hydrants Flushed
- 467 Line Locates
- 205 Potholes patched
- 5 Water Meters Replaced
- 14 Sewer Inspections
- 11 Sidewalk Inspection
- 7 Water Inspections
- 20 Water Samples
- 105 Water Services Shut off for Non Payment
- 6 ¾" Water Taps
- 76 Service Requests Completed
- 1 Snow Event
- 107 Tons of Salt
- 128 Hours of Overtime for snow and ice control



MONTHLY REPORT

March 2021

Monthly Highlights

- Recreation Coordinator Corinne Daut met with recreation staff from Louisburg, Kansas, to train them on how to start an Esports program. Daut also met with Dan Mapes on starting a program on beginning skateboarding.
- Online "Kahoot" Trivia Nights - Held on the 1st and 3rd Tuesday nights January through March. March themes were Disney and the sitcom "Parks and Recreation".
- Applications are now being accepted for camp counselors and assistant coordinators.
- Spring youth sports are underway. Coaches meetings have been held and practices have started for Soccer, Flag Football and Volleyball. Athletic Coordinator Todd Brennon worked with the South Metro Sports Group to schedule games and met with supporting staff in preparation for the upcoming seasons.
- On March 1st, The Rink was shut down for the season. Parks Maintenance crews dismantled the rink equipment and stored it in the Station House at TB Hanna Station until next fall.
- Parks Maintenance Crews began general park clean-up and preparing the athletic fields for the upcoming season. Soccer fields have been painted and nets put on the goals. The baseball fields have been dug and bases/home plates restored and ready for play.
- Parks Director Nathan Musteen participated in the Leadership, Innovation, Teamwork Workshop Series., a four week training for parks and recreation leaders across the country.
- Parks & Recreation Administrative Staff and and Public Works Director Mike Krass met via Zoom with representatives from the Missouri Department of Conservation and Lake Solitude Management on improvements and water quality management of Johnston Lake at Hawk Ridge Park.
- Parks Director Nathan Musteen attended the Missouri Parks and Recreation Association Board meeting and the South Metro Parks Director's monthly luncheon.
- Restroom facilities are being serviced and de-winterized. Some damage was incurred during the deep freeze in February. Repairs are being made to plumbing that froze and parks maintenance crews are working towards selected opening dates revolving around sports activities with a full opening of all facilities in early April.
- Several hazardous trees have been removed from The Fort on the east side of Recreation Park.

- Parks Superintendent Steve Rulo met with Missouri Department of Conservation State Forester Chuck Conner about the Tree City USA requirements for 2021. Rulo was notified that Raymore has been awarded status of Tree City USA for 2020, our eighth year in a row. A formal announcement will be made upon receipt of the updated banners and signage.
- Recreation Coordinator Corinne Daut attended the Missouri Parks and Recreation Young Professionals meeting.
- Recreation Coordinator Corinne Daut continues preparing for upcoming Easter festivities, Unicorn Day and the City Wide Scavenger Hunt event. Daut met with returning summer camp staff and attended a metro summer camp coordinators meeting.
- The esports Fortnite league finished this month and while the Raymore Fortnite team won their first KC MESA Esports tournament of the year. Recreation Coordinator Corinne Daut continues meeting with coordinators across the country planning the upcoming National Recreation Esports League, the first of its kind in the U.S.



Parks & Recreation Board

- The Parks and Recreation Board met in a special session on March 9th. Topics included a presentation on the use tax issue on the April 6 ballot, approval of a contract for the Hawk Ridge Park Improvements design and consultant fees and a request for overnight camping in the parks.

Centerview (Spring bookings)

- Brookside HOA, March - June
- Sunset Garden Club, March - June
- Silverlake HOA, March
- Tri County Art League, March 16
- Raymore Chamber of Commerce, March - May
- City Hall Communications Internet Training, March 24
- City Hall Use Tax Open Forum, March 24
- Mario Kart Tournament, March 27
- Raymore Candidate Forum, March 31
- Employee Relations Committee Quarterly Lunch, April 1
- Harold Estate HOA, April
- Election Day, April 6
- Raymore Farmers Market Meeting, April 7
- Baby Shower, April
- Wedding and Reception, April
- Birthday and Graduation Party, May
- Baby Shower, May
- Graduation Party, May



- Graduation Party, May
- Wedding and Reception, May
- Graduation Party, May
- Wedding Reception, May
- Wedding and Reception, May

The Raymore Activity Center (Spring bookings)

- Wild Things Volleyball Club Practices, March
- Compass Health Covid Vaccine Clinic, March 2/9/26/30
- Birthday Party, March
- Dominate Dance Company Dress Rehearsal, March
- Elite Volleyball Club Tournament, March 7/14/20/21/27
- Elite Volleyball Club Practices, March
- Fearless Dance Company Showcase Presentation, March 13
- Recreational Adult Open Play Volleyball, March 29 - May 24 (Monday nights)
- Election Day, April 6
- Volleyball Practice Rental, April 7 - May 26 (Wednesday nights)
- Recreational Youth Volleyball Games, April 10 - May 15
- Raymore Animal Control Chip and Vaccine Clinic, May 22
- Raymore Summer Camp, June - August

Spring Sports - 2019 vs. 2021

The tables below show a comparison of youth sports registrations for 2019 compared to 2021 after no sports were offered in 2020. (Soccer, Flag Football, Volleyball)

Soccer Registration	2019	2021	Enrollment Difference
Recreation Soccer	269	253	-16
Social Soccer (1st season 2021)	0	43	43
Total Soccer Program	269	296	+27

* Soccer Registration is up in 2021 compared to 2019.

Volleyball Registration	2019	2021	Enrollment Difference
Recreation League	102	120	+18
<i>* 5 players registered for social league, all players were transferred into the recreation division</i>			

* Volleyball Registration is up in 2021 compared to 2019.



Flag Football Registration	2019	2021	Enrollment Difference
Recreation League	Not Offered	120	-
<i>* 8 players registered for social league, all players were transferred into the recreation division</i>			

* 1st time offering Spring Flag Football in 4 years.

Tiny Soccer	2019	2021	Enrollment Difference
Registration	68	62	-6

OVERALL SPRING REGISTRATION	2019	2021	Enrollment Difference
All Sports	439	593	+154

Upcoming Programs & Events

Something for the grown-ups!

Get outside and get active with Raymore Parks & Recreation adult sports leagues this spring! All adult leagues are 18+.



Sun shades at the Recreation Park baseball complex.

Adult Open Play Volleyball

This eight week session offers an open gym format for as many games as the 2-hour period allows on Monday nights. Registration is open. The league begins March 29 and runs Mondays from 7-9 p.m. through May 24. Fee // \$5 per drop in or \$30 for entire session Location // Raymore Activity Center

Adult Softball

Choose the Men's (Sunday night games) or Coed League (Monday night games) for a six week season of doubleheaders with a single elimination post-season tournament. Gather your team and register by 5 p.m. April 9. Games start April 18 and 19. Fee // \$450 per team Location // Recreation Park

Adult Cornhole **NEW THIS SPRING!**

Games start Friday, April 23, and are 2v2 with each team playing up to three matches per night. The season runs six weeks with a single elimination post-season tournament. Register your team by April 9. Fee // \$30 per team

Adult Coed Kickball

Games are played on Sundays beginning at 6 p.m. in this six week session with a single elimination post-season tournament. Games start April 25. Register your team by April 16. Fee // \$150 per team Location // Recreation Park

Learn more about our adult sports leagues and [register online here.](#)

MARIO KART, PIZZA & PRIZES!



Saturday, March 27
 Noon-3 p.m., check-in at 11:30 a.m.
 Centerview, 227 Municipal Circle, Raymore

\$10 per person

Bring your own set-up*
 Switch, controller, game, cords

Registration required by 3/25:
 816-322-2791 or raymore.com/esports

Pool play, double elimination, race across the finish line.

KC MESA qualifier!
 Prizes for top 3 players!



*If you don't own a console, call us. There may be extra available.

Mario Kart 8 Deluxe Tournament

11:30 a.m., Saturday, March 27 at Centerview

Enjoy pizza and drinks at this KC Mesa qualifier event! Top three players get prizes. Fee // \$10 per person Register by 5 p.m., March 25.

[Learn more and register online.](#)

Keep an eye out for more details about these upcoming April events at raymore.com/parks



Easter Egg Hunt

10 a.m., April 3 in secret Raymore parks

We'll hide three big eggs somewhere in the Raymore Park System and drop hints every 20 minutes on our [Facebook page](#) about where the eggs may be. If you find an egg, you can return it to Centerview for a prize pack for the whole family! Keep an eye on our Raymore Facebook page for more details closer to the event!

Raymore Unicorn Day

10-11:30 a.m. and noon-1:30 p.m., Saturday, April 10 at Moon Valley Park

Let's celebrate National Unicorn Day with a "real" live unicorn! Bring your own camera to snap a photo with our unicorn. Enjoy unicorn activities, including eating unicorn cupcakes, a reading of the book *Unicorn Day* and an optional unicorn fluff 'n stuff station.

Capacity is limited to 25 children per session.
Fee // \$15, with optional \$10 stuff 'n fluff add on.

Register by 5 p.m., March 31

Raymore Citywide Scavenger Hunt

April 24 at Recreation Park

Teams of 3-6 people will meet at Recreation Park for sign-in, an overview of rules and a time limit to complete as many photos or videos of their assignments as possible! We'll share more details soon!

Fee // \$10 per team- registration is required!





FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period February 1, 2021 to February 28, 2021.

February Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

33.33% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 46.58% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been accepted by the Council and final payments have been made.

- Property tax revenues collected are tracking as expected at 96.47%. Staff expects this revenue source to come in at budget.
- Franchise Tax revenues as a whole are tracking slightly below straight line at 29.13%. This revenue source varies depending on the weather, staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking slightly above straight line budget at 34.22%. City sales taxes are at 34.55% while state shared gasoline and vehicle taxes are at 33.48%.
- Fees and Permit revenues collected are tracking above straight line budget at 101.47%. This is primarily due to the 67 single family residential building permits have been issued out of the 100 budgeted starts. In addition, we have issued 2 commercial building permits and this line item is 685.56% above straight line budget.
- License revenues collected are tracking as expected at 72.75% of straight line budget. Occupational license revenues collected are tracking as expected. Staff anticipates a small amount of occupational licenses throughout the spring for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are below straight line budget at 24.84%. This is primarily due to the COVID-19 Pandemic. Staff will continue to monitor this revenue source closely throughout the year.

Expenditures:

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

- The Administration Department completed the Citizen Survey for FY21 putting it above straight line budget.
- The Information Technology Department has replaced the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.

Parks & Recreation Fund

Revenue:

Revenues are at 42.15% of budget 33.33% of the way through the year; normal for this time of the year. Recreation revenues are expected to increase in March with the start of baseball and softball registrations. Due to the Covid-19 pandemic, programs and facility rentals may be put on hold throughout the year. Staff will monitor all revenue sources closely

Expenditures:

The Parks department is showing the same operational expenditure pattern as in years past. Recreation department expenses reciprocate recreation revenue; due to the Covid-19 Pandemic, expenses are below straight line budget. Expenditures are expected to increase as the number of programs offered goes up.

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 34.16% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

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

01 -GENERAL FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
PROPERTY TAXES	0.00	0.00	0.00	1,627,940.00	28,166.50	1,570,426.24	0.00	57,513.76	96.47
FRANCHISE TAXES	0.00	0.00	0.00	2,205,109.00	178,828.20	642,389.53	0.00	1,562,719.47	29.13
SALES TAXES	0.00	0.00	0.00	3,574,758.00	301,413.13	1,223,265.08	0.00	2,351,492.92	34.22
FEES AND PERMITS	0.00	0.00	0.00	211,305.00	30,644.57	214,404.07	0.00	(3,099.07)	101.47
LICENSES	0.00	0.00	0.00	123,243.00	7,396.25	89,665.01	0.00	33,577.99	72.75
MUNICIPAL COURT	0.00	0.00	0.00	327,167.00	17,529.90	81,261.67	0.00	245,905.33	24.84
MISCELLANEOUS	0.00	0.00	0.00	494,233.00	290,583.75	365,452.38	0.00	128,780.62	73.94
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,623,988.00	134,832.34	558,229.36	0.00	1,065,758.64	34.37
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	10,187,743.00	989,394.64	4,745,093.34	0.00	5,442,649.66	46.58
<u>COVID-19</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	960,360.83	0.00	(960,360.83)	0.00
TOTAL COVID-19	0.00	0.00	0.00	0.00	0.00	960,360.83	0.00	(960,360.83)	0.00
TOTAL REVENUES	0.00	0.00	0.00	10,187,743.00	989,394.64	5,705,454.17	0.00	4,482,288.83	56.00
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	401,362.00	8,333.33	334,695.32	0.00	66,666.68	83.39
ADMINISTRATION	0.00	0.00	0.00	1,345,937.67	152,006.98	513,105.59	8,789.05	824,043.03	38.78
INFORMATION TECHNOLOGY	8,739.88	7,935.58	804.30	615,336.41	37,827.59	236,139.96	446.92	378,749.53	38.45
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	159,934.18	7,389.23	38,413.53	30.00	121,490.65	24.04
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	733,110.25	54,504.61	224,464.76	275.29	508,370.20	30.66
ENGINEERING	0.00	0.00	0.00	447,537.61	28,916.91	109,418.99	768.73	337,349.89	24.62
STREETS	10,894.66	10,894.66	0.00	825,133.87	98,370.53	277,739.82	5,640.12	541,753.93	34.34
BUILDING & GROUNDS	0.00	0.00	0.00	354,623.07	22,065.95	89,147.00	3,412.15	262,063.92	26.10
STORMWATER	0.00	0.00	0.00	296,390.87	19,829.08	80,684.23	1,565.04	214,141.60	27.75
COURT	0.00	0.00	0.00	141,669.74	9,466.74	36,609.21	161.81	104,898.72	25.96
FINANCE	0.00	0.00	0.00	690,877.31	53,779.51	205,738.44	4,412.34	480,726.53	30.42
COMMUNICATIONS	3,467.00	0.00	3,467.00	198,020.46	11,449.26	35,825.40	11,091.43	151,103.63	23.69
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	2,000.00	6,000.00	2,000.00	16,400.00	32.79
POLICE	0.00	0.00	0.00	4,115,076.67	332,370.36	1,329,278.85	7,301.65	2,778,496.17	32.48
EMERGENCY MANAGEMENT	0.00	0.00	0.00	128,027.91	8,379.82	42,594.52	231.14	85,202.25	33.45
COVID-19	3,290.90	3,290.90	0.00	0.00	671.39	29,694.07	(2,812.33)	(26,881.74)	0.00
TOTAL EXPENDITURES	26,392.44	22,121.14	4,271.30	10,477,438.02	847,361.29	3,589,549.69	43,313.34	6,844,574.99	34.67
REVENUES OVER/(UNDER) EXPENDITURES	(26,392.44)	22,121.14	(4,271.30)	(289,695.02)	142,033.35	2,115,904.48	(43,313.34)	(2,362,286.16)	715.44-

25 -PARK FUND

FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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REVENUE SUMMARY

NON-DEPARTMENTAL

PARKS DIVISION

PROPERTY TAXES	0.00	0.00	0.00	434,873.00	7,576.37	422,814.65	0.00	12,058.35	97.23
MISCELLANEOUS	0.00	0.00	0.00	11,500.00	104.67	4,224.18	0.00	7,275.82	36.73
FACILITY RENTAL REVENUE	0.00	0.00	0.00	7,350.00	350.00	2,195.00	0.00	5,155.00	29.86
TRANSFERS - INTERFUND	0.00	0.00	0.00	556,192.00	46,349.33	185,397.32	0.00	370,794.68	33.33
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,009,915.00	54,380.37	614,631.15	0.00	395,283.85	60.86

RECREATION DIVISION

CONCESSION REVENUE	0.00	0.00	0.00	65,000.00	0.00	29.00	0.00	64,971.00	0.04
FACILITY RENTAL REVENUE	0.00	0.00	0.00	32,900.00	0.00	0.00	0.00	32,900.00	0.00
PROGRAM REVENUE	0.00	0.00	0.00	211,970.00	31,530.00	41,833.00	0.00	170,137.00	19.74
TOTAL RECREATION DIVISION	0.00	0.00	0.00	309,870.00	31,530.00	41,862.00	0.00	268,008.00	13.51

CENTERVIEW

FACILITY RENTAL REVENUE	0.00	0.00	0.00	62,125.00	898.00	2,880.75	0.00	59,244.25	4.64
PROGRAM REVENUE	0.00	0.00	0.00	6,600.00	0.00	255.00	0.00	6,345.00	3.86
TOTAL CENTERVIEW	0.00	0.00	0.00	68,725.00	898.00	3,135.75	0.00	65,589.25	4.56

RAYMORE ACTIVITY CENTER

MISCELLANEOUS	0.00	0.00	0.00	2,700.00	0.00	75.00	0.00	2,625.00	2.78
CONCESSION REVENUE	0.00	0.00	0.00	5,400.00	0.00	1.50	0.00	5,398.50	0.03
FACILITY RENTAL REVENUE	0.00	0.00	0.00	9,325.00	5,758.50	6,053.50	0.00	3,271.50	64.92
PROGRAM REVENUE	0.00	0.00	0.00	179,740.00	2,750.00	2,605.00	0.00	177,135.00	1.45
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	197,165.00	8,508.50	8,735.00	0.00	188,430.00	4.43

TOTAL REVENUES	0.00	0.00	0.00	1,585,675.00	95,316.87	668,363.90	0.00	917,311.10	42.15
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EXPENDITURE SUMMARY

PARKS DIVISION	0.00	0.00	0.00	882,358.50	70,411.03	246,572.02	3,147.51	632,638.97	28.30
RECREATION DIVISION	0.00	0.00	0.00	323,138.50	16,895.62	65,806.24	0.00	257,332.26	20.36
CENTERVIEW	0.00	0.00	0.00	92,782.00	3,453.15	17,290.80	80.00	75,411.20	18.72
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	227,674.50	7,502.13	37,874.96	80.00	189,719.54	16.67

TOTAL EXPENDITURES	0.00	0.00	0.00	1,525,953.50	98,261.93	367,544.02	3,307.51	1,155,101.97	24.30
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REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	59,721.50	(2,945.06)	300,819.88	(3,307.51)	(237,790.87)	498.17
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50 -ENTERPRISE FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	52,187.00	1,438.79	19,833.65	0.00	32,353.35	38.00
UTILITY REVENUE	0.00	0.00	0.00	8,855,967.00	727,000.34	3,024,117.37	0.00	5,831,849.63	34.15
TRANSFERS - INTERFUND	0.00	0.00	0.00	84,525.00	7,043.75	28,175.00	0.00	56,350.00	33.33
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	8,992,679.00	735,482.88	3,072,126.02	0.00	5,920,552.98	34.16
<u>COVID-19</u>									
<u>SRF SEWER BONDS</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.93	3.08	0.00	(3.08)	0.00
TOTAL SRF SEWER BONDS	0.00	0.00	0.00	0.00	0.93	3.08	0.00	(3.08)	0.00
TOTAL REVENUES	0.00	0.00	0.00	8,992,679.00	735,483.81	3,072,129.10	0.00	5,920,549.90	34.16
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	200,000.00	0.00	400,000.00	33.33
WATER	0.00	0.00	0.00	3,182,078.00	226,934.77	826,012.29	4,520.28	2,351,545.43	26.10
SEWER	0.00	0.00	0.00	3,675,049.50	159,573.86	792,727.73	1,325.31	2,880,996.46	21.61
SOLID WASTE	0.00	0.00	0.00	1,739,728.00	135,486.70	405,156.35	135,745.90	1,198,825.75	31.09
TOTAL EXPENDITURES	0.00	0.00	0.00	9,196,855.50	571,995.33	2,223,896.37	141,591.49	6,831,367.64	25.72
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	(204,176.50)	163,488.48	848,232.73	(141,591.49)	(910,817.74)	346.09-

Investment Monthly Report

Investments Held at 02/28/21

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
12/10/20	1560	CBR	CD		12/10/21	2,000,000.00	2,000,000.00	0.2000	2,000,000.00
12/10/20	1552	CBR	CD		12/10/21	2,500,000.00	2,500,000.00	0.2000	2,500,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,125,144.18	2,125,144.18	2.4100	2,125,144.18
06/03/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,016,287.13	1,016,287.13	2.4100	1,016,287.13
09/01/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,102,710.70	1,102,710.70	2.4100	1,102,710.70
08/26/20	934746	NASB	CD		08/25/21	2,000,000.00	2,000,000.00	0.2000	2,000,000.00
08/14/19	901472	CBR	CD	Fund 50	08/25/21	699,769.30	699,769.30	0.2000	699,769.30
09/11/20	901488	CBR	CD		09/11/21	2,000,000.00	2,000,000.00	0.2100	2,000,000.00

Investment Total

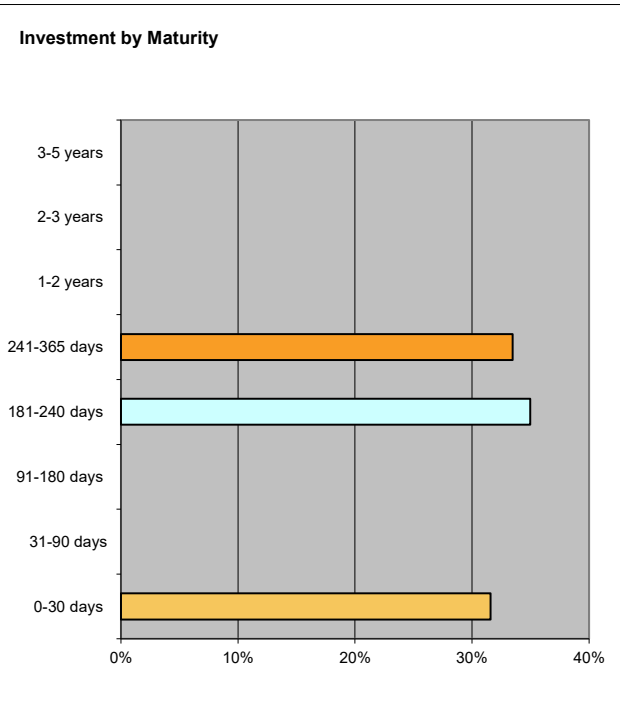
13,443,911.31 13,443,911.31 13,443,911.31

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

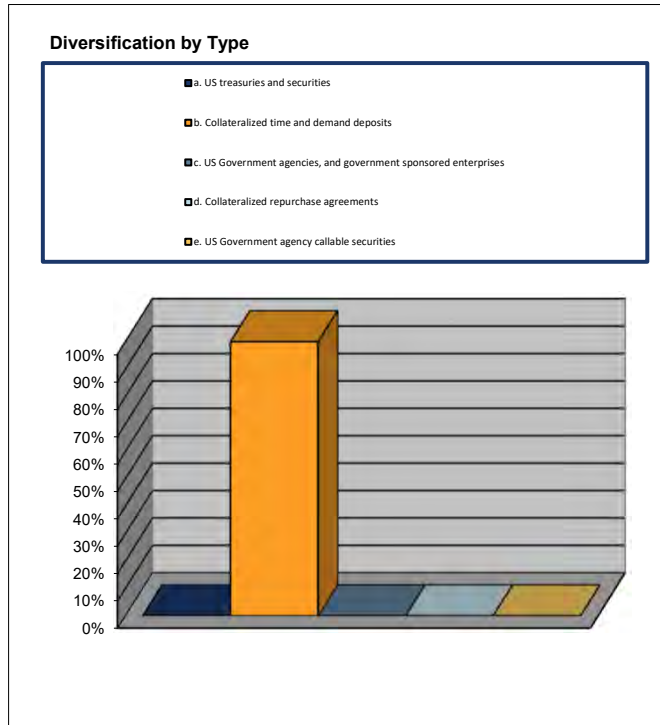
Average Annual Rate of Return: **0.8992**

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

Investment by Maturity



Diversification by Type



Listing of Investments Matured During the Quarter

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
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Average Rate of Return on Maturities:

February Grant Summary

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

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2020 - Sept. 2021)	MoDOT (Traffic & Hwy. Safety Division)	\$7,500 (no match)	\$0.00	\$0.00	9/30/21
State & Community Hwy. Safety Grant - HMV (Oct. 2020 - Sept. 2021)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$0.00	\$0.00	9/30/21
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2021)	DOJ	\$2,141.76 (50% match)	\$0.00	\$0.00	08/31/21
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2020 (Jan. - June 2021)	FEMA	\$80,683.46 (50% match)	\$49,609.56	\$49,609.56	12/31/20
Cares Act - COVID19	Cass County		\$1,124,198	\$1,124,198	12/31/20
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/2018

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
State & Community Hwy. Safety Grant - DWI (Oct. 2019 - Sept. 2020)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$3,866.28	\$3,866.28	9/30/20

February Grant Summary

State & Community Hwy. Safety Grant - HMV (Oct. 2019 - Sept. 2020)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$3,007.76	\$3,007.76	9/30/20
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Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, MARCH 8, 2021 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND RECORDING SECRETARY MARGIE SULLIVAN.

- 1. Call to Order.** Mayor Turnbow called the meeting to order at 7:00 p.m.
- 2. Roll Call.** Recording Secretary Margie Sullivan called roll; quorum present to conduct business. Councilmember Abdelgawad was absent.
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet.

Communications Manager Melissa Harmer previewed the new Raymore website design that focuses on a user friendly interface.

Chief Zimmerman discussed the annual crime comparison report.

City Manager Jim Feuerborn announced items for the March 15 work session. Prior to the work session, there will be an open house to view the universal design home located at 428 Lasley Branch Court.

- 7. Committee Reports.**
- 8. Consent Agenda.**
 - A. City Council regular meeting minutes, February 22, 2021**

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Absent
	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. Establishing Stop Signs

BILL 3602: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING STOP SIGNS WITHIN THE CITY LIMITS OF RAYMORE, CASS COUNTY, MISSOURI."

Recording Secretary Margie Sullivan conducted the second reading of Bill 3602 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3602 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Absent
	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 3602 as **Raymore City Ordinance 2021-008.**

B. Ward Road Cost Share Agreement

BILL 3603: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE COST-SHARING AGREEMENT WITH CASS COUNTY, MISSOURI, FOR THE COMPLETION OF CERTAIN TRANSPORTATION IMPROVEMENTS TO WARD ROAD."

Recording Secretary Margie Sullivan conducted the second reading of Bill 3603 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Berendzen to approve the second reading of Bill 3603 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Absent
	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 3603 as **Raymore City Ordinance 2021-009**.

7. New Business. First Readings.

A. Alexander Creek Phase 4 Preliminary Plat (public hearing)

RESOLUTION 21-07: "A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE ALEXANDER CREEK PHASE 4 PRELIMINARY PLAT."

Recording Secretary Margie Sullivan conducted the reading of Resolution 21-07 by title only.

Mayor Turnbow opened the public hearing at 7:17 p.m. and called for a staff report.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. Tyler Sallee, representing Alexander Creek Holdings LLC, filed a request for preliminary plat approval for the 4th Phase of Alexander Creek Subdivision, a 55-lot single-family development proposed north of Alexander Creek Drive. The memorandum of understanding outlines the requirements of the developer in completion of this subdivision. This public hearing was properly advertised in *The Journal* and he asked for the mailed notices to adjoining property owners, notice of publication, Unified Development Code, application, Growth Management Plan, and staff report to be entered into the record. A Good Neighbor meeting was held on January 27, 2021, with 22 residents in attendance. At its February 16, 2021 meeting, the Planning and Zoning Commission voted 7-0 to accept the staff proposed findings of fact and forward this case to the City Council with a recommendation of approval.

Tyler Sallee stated they purchased Alexander Creek in 2014, and reviewed the scope of the project.

Alexander Creek Homeowners Association President Brent Davis stated the subdivision has a very good working relationship with Sallee Development and has no major concerns with the development.

Mayor Turnbow opened the public hearing for public comment, and hearing none closed the public hearing at 7:25 p.m.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the reading of Resolution 21-07 by title only.

DISCUSSION: None

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

B. FY 2021 Street Preservation

RESOLUTION 21-08: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ADOPTING A STREET PRESERVATION PROGRAM FOR FISCAL YEAR 2021."

Recording Secretary Margie Sullivan conducted the reading of Resolution 21-08 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the council packet. The City of Raymore has budgeted \$800,000 in FY 2021 for maintenance of local streets and \$200,000 for maintenance of major roadways. Staff is requesting approval of the proposed FY 2021 Street Preservation Program. Upon approval, staff will proceed with the bidding process.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the reading of Resolution 21-08 by title only.

DISCUSSION: Councilmember Holman inquired on an update on the condition of the street network.

Mr. Krass stated there will be an evaluation of the street network this year.

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

C. Multi-Year Curb Replacement Program

RESOLUTION 21-09: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ADOPTING A MULTI-YEAR CURB REPLACEMENT PROGRAM."

Recording Secretary Margie Sullivan conducted the reading of Resolution 21-09 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the council packet. The FY 2021 budget provides funding in the amount of \$600,000 for curb

replacement. Staff is requesting approval of the proposed FY 2021 Curb Replacement Program. Upon approval, staff will proceed with the bidding process.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the reading of Resolution 21-09 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Absent
	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: HVAC Maintenance

BILL 3604: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LIPPERT MECHANICAL SERVICES CONTRACTORS FOR PREVENTATIVE HVAC MAINTENANCE AND REPAIRS FOR A THREE-YEAR PERIOD."

Recording Secretary Margie Sullivan conducted the first reading of Bill 3604 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the council packet. Staff is recommending the award of contract to Lippert Mechanical Services for the on-going preventative maintenance of our HVAC systems.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3604 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Absent
	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. Please identify yourself for the record and keep comments to a maximum of five minutes.

12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers noted the increase in construction and the positive trends from the Police Department.

Councilmember Berendzen recognized the ease of doing business with the City.

Councilmember Burke thanked the Parks and Public Works Department in advance for their work this spring as it is difficult to transition from day to day with changing weather.

Councilmember Townsend thanked the citizens that have been picking up trash throughout the City.

Mayor Turnbow issued a challenge to the citizens to pick up trash on their property to help keep our city clean. He noted a stream clean up event on March 20.

13. Adjournment.

MOTION: By Councilmember Townsend, second by Councilmember Holman to adjourn.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Absent
	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 7:47 p.m.

Respectfully submitted,

Margie Sullivan
Recording Secretary

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 8, 2021

SUBMITTED BY: Mike Ekey

DEPARTMENT: Administration

<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 3604 - Award of Contract: HVAC Maintenance and Repairs

STRATEGIC PLAN GOAL/STRATEGY

2.2.1 Develop plans and guidelines that communicate high standards

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
March 1, 2021	March 1, 2024

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Bid Documents

REVIEWED BY:

ME

BACKGROUND / JUSTIFICATION

Staff is recommending the award of contract to Lippert Mechanical Services for the City's on-going preventative maintenance of our HVAC in systems.

The City received bids from Martin Mechanical Contractors, MCC Contractors, Lippert Mechanical, Environ Mechanical and Design Mechanical. Based on service costs in a variety of areas and references, Lippert Mechanical proved to be the lowest and best contractor.

BILL 3604

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LIPPERT MECHANICAL SERVICES CONTRACTORS FOR PREVENTATIVE HVAC MAINTENANCE AND REPAIRS FOR A THREE-YEAR PERIOD.”

WHEREAS, the City Council has determined that is be a Strategic Goal to provide high-quality public spaces; and

WHEREAS, the Heating, Ventilation and Air Conditioning systems in the City’s six buildings serve a critical function; and

WHEREAS, Lippert Mechanical Contractors is recommended by staff to be the lowest and best firm to provide this service.

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

Section 1. The City Manager is hereby directed to enter into an agreement with Lippert Mechanical Contractors to provide services in accordance with their submitted proposal and all of the terms and conditions of the agreement attached.

Section 2. Any Ordinance or part thereof which conflicts with this Ordinance shall be null and void.

Section 3. 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 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 8TH DAY OF MARCH, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND DAY OF MARCH, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

Preventive Maintenance Services HVAC Systems

Agreement made this **23rd** day of **March, 2021**, between **Lippert Mechanical Service Corp.**, an entity organized and existing under the laws of the State of Missouri, with its principal office located at **1600 N Topping Ave, Kansas City, MO 64120**, hereafter referred to as the **Contractor**, 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 **March 23, 2021**, 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

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 21-001 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Contractor 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 the proposal documents, including bonding, insurance, prevailing wage requirements, 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

Contractor agrees to perform HVAC maintenance services as prescribed in the RFP document. This contract is for services provided in a one year period beginning March 1, 2021 and ending February 28, 2022. 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 the agreement.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached as Appendix A.

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for services provided. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

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

Prevailing Wage certified payroll must accompany any invoices that are **not** general maintenance related (i.e. repairs or upgrades).

The City will be the sole judge as to the sufficiency of the work performed.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and

retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V INSURANCE REQUIREMENTS

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

Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

An annual certificate of insurance for worker's compensation and public liability, together with a properly executed endorsement, shall be delivered to the City prior to the commencement of work. The insurance company providing such coverage shall be satisfactory to the City.

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.

Contractor 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 DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Manager, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor'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 Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor 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.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

Contractor 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. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor 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. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor 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.

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 27) only when there is a repair or upgrade to the systems, not general maintenance. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII 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 e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor 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 X
WARRANTY

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

ARTICLE XI
REQUIRED SAFETY TRAINING

- A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- B. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.
- C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.
- B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" and "C" above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder 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 XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of the Contractor 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: _____
Erica Hill, City Clerk

(SEAL)

LIPPERT MECHANICAL SERVICE CORP

By: Tom Clea

Title: Business Development Manager

Attest: _____

APPENDIX A **SCOPE OF SERVICES AND SPECIAL PROVISIONS**

Preventive Maintenance Services – HVAC Systems

1.0 GENERAL:

The Supplementary Conditions define the Services; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement.

The City of Raymore desires to have an exclusive agreement with a single vendor to provide all preventive maintenance services for its public facility HVAC systems. Staff anticipates structuring the contract on an annual basis with an opportunity for two one-year extensions after the first year; provided that the terms of the agreement remain the same and that both the contractor and the City are satisfied with the agreement. The contract shall include an annual amount for preventive services as well as guaranteed rates for regular and overtime repair services and materials markup.

A full list of covered equipment and their locations is included within this Appendix.

2.0 SCOPE OF WORK:

The work under this contract consists of the following:

CONTRACTOR TO:

1. Provide uniformed personnel to perform preventive maintenance tasks
2. Provide all supplies and equipment necessary to perform tasks listed below
3. Track and report all duties performed to the Building Maintenance Technician
4. Submit copies of maintenance tasking records when invoicing the City
5. Repair any damage to facilities incurred during the performance of prescribed preventive maintenance and/or optional repair services
6. Removal and disposal of any and all waste resulting from such maintenance and/or optional repair services
7. Maintain the work area in a professional manner
8. Notify the City Building Maintenance Technician of any irregularities found.

Contractor shall schedule all preventive maintenance tasks with a minimum of 48 hours notice with the City's Building Maintenance Technician.

3.0 SPECIAL PROVISIONS:

- 3.1 *Working Hours:* All preventive maintenance work shall occur between 8:00 A.M. and 3:30 P.M. unless expressly authorized in writing by the City.
- 3.2 *Tax Exempt:* This is a Tax Exempt Project

Spring Inspection Program

The following services will be performed once, during seasonal start-up of the equipment:

- Replace filters within first two weeks of March
- Check the evaporator coil.
- Check/clean drain pan.
- Check fan and motor bearings. Lubricate as required.
- Check belt condition and tension. Replace as needed.
- Check drives and pulleys for tightness.
- Check system for oil and refrigerant leaks by visual inspection.
- Check oil supply and refrigerant charge.
- Check operation of refrigeration controls.
- Check general condition and operation of compressor(s).
- Check oil pump operation and oil level.
- Check discharge and suction pressures.
- Make a pump down capacity check.
- Check operation of damper motors and controls.
- Check operation of expansion valves.
- Check and calibrate thermostat operation.
- Check operation of starters and controls.
- Check wiring for loose connections.
- Adjust and tighten linkages on all dampers.
- Check operation and settings of unloaders.
- Check amperage and voltage of compressors.
- Review maintenance procedures with the Building Maintenance Technician and make recommendations for additional service or repairs, if required.
- Replace filters in fan powered boxes.

Mid-Summer Inspection Program

The following services will be provided mid way through the cooling season:

- Replace filters within first two weeks of June
- Check evaporator coil condition.
- Check and clean the drain pan as required.
- Verify drain piping is free of debris and drains properly.
- Check and clean condenser coils as required.
- Check belt condition and tension. Replace as needed.
- Check fan and motor bearings. Lubricate as required.
- Check general operation of unit and controls.
- Check refrigerant charge.
- Check for vibration and noise.

- Check oil pressure and oil level if applicable.
- Check temperature drop across coil.
- Review maintenance procedures with the Building Maintenance Technician and make recommendations for additional service or repairs, if required.
- Replace filters in fan powered boxes.

Fall Inspection Program

The following services will be performed during or shortly after seasonal start-up of the equipment:

- Replace filters within first two weeks of September
- Check fan motor bearings. Lubricate as required.
- Check belt condition and tension. Replace as needed.
- Check drives and pulleys for tightness.
- Check operation of damper motors and controls.
- Check and tighten linkages as required.
- Check burner condition.
- Check heat exchanger condition.
- Check gas pressure.
- Check flame signal.
- Check fan and limit operation.
- Check stack and flue condition.
- Check and tighten all electrical connections.
- Check operation of vent motors.
- Review maintenance procedures with the Building Maintenance Technician and make recommendations for additional service or repairs, if required.
- Check the boiler. Replace boiler anodes.
- Replace filters in fan powered boxes.

Mid-Winter Inspection Program

The following services will be performed midway through the heating season:

- Replace filters within first two weeks of December
- Check fan and motor bearings. Lubricate as required.
- Check belt condition and tension. Replace as needed.
- Check fan and limit operation.
- Check burner condition.
- Check heat exchanger condition.
- Check operation of vent motors.
- Check the flame signal. Adjust if required.
- Check general operation of the heating system.
- Replace filters in fan powered boxes.
- Review maintenance procedures with the Building Maintenance Technician and make recommendations for additional service or repairs, if required.

Labor, in addition to the contract specifications, shall be invoiced at a discounted policyholders' rate. This discounted rate shall be listed in the contract documents as well as on the bid form.

Costs and estimates for repairs, outside the scope of the preventive maintenance agreement specifications, shall include labor and parts. The City reserves the right to get second opinions and alternate quotes on repairs/upgrades to equipment.

4.0 LIST OF COVERED EQUIPMENT:

1. **City Hall HVAC System – ****

Rooftop Unit	Trane	TCD240B40AHA
Rooftop Unit	Trane	TCD360A40J1B6
Rooftop Unit	Trane	TCD360A40J1B6
Exhaust Fans (5 units)	Centri-Master	PNUXP080RFE1
Split System Heat Pump	Mitsubishi	PLA-A-EA7
Boiler		
Fan Powered Boxes (13 units)		

** Rooftop Units and Fan Powered Boxes controlled through Trane Tracer Summit Control Module

2. **Public Works HVAC System –**

Exterior ground unit	Lennox	5605E01367 HS29-072-3G
Exterior ground unit	Lennox	5605D16012HS29-072-3G
Interior unit in ceiling	Lennox	G51MP-60C-110

3. **Animal Control HVAC System –**

Exterior ground unit	Lennox	5805G35273HS29-048-13Y
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4. **Raymore Activity Center**

Rooftop Unit	Trane	YCH600BETP4B2KC
Rooftop Unit	Trane	YHD150G3RVB1M8W

5. **Park Maintenance Facility –**

Residential electric unit
 Change filters annually

6. **Centerview Facility -**

Rooftop Unit - 2	Lennox	LGH060S4T
Rooftop Unit - 2	Lennox	LGH120H4B

5.0 ADDITIONAL INFORMATION

- 5.1 Project is tax exempt.
- 5.2 Working Hours: All preventive maintenance work shall occur between 8:00 A.M. and 3:30 P.M. unless expressly authorized in writing by the City.

CITY OF RAYMORE, MISSOURI
RFP # 21-001

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of February, 2021. Contractor agrees to perform HVAC maintenance services as prescribed in the RFP document. This contract is for services provided in a one year period beginning March 1, 2021 and ending February 28, 2022. 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 the agreement.

C. *Insurance*

The Bidder/Contractor 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 Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

1. *General Liability*

Commercial General Liability including Product/Completed Operations. The completed operations coverage is to remain in force for three years following the project completion.

Minimum Limits - General Liability:

\$1,000,000 Each Occurrence Limit
\$ 100,000 Damage to Rented Premises
\$ 5,000 Medical Expense Limit
\$1,000,000 Personal and Advertising Injury

\$2,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations

2. Excess/Umbrella Liability

\$2,000,000 Each Occurrence
\$2,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit
\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *Hold Harmless Clause*

The Bidder/Contractor 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 Contractor 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 on 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 Contractor 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 Contractor; 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 Contractor, 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 Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 27 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services.

Invoices shall be based on the following schedule:

At completion of work – the contractor shall invoice for amounts due on a monthly basis. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Raymore unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Bidder/Contractor shall provide complete cooperation during any such investigation.

Prevailing Wage certified payroll must accompany any invoices that are **not** general maintenance related (i.e. repairs or upgrades).

Third party payment arrangements will not be accepted by the City.

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 Bidder/Contractor. Any contract cancellation notice shall not relieve the Bidder/Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

The Contractor 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 Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or her 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 Bidder 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 Bidder 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 Bidder shall demonstrate to the Building Maintenance Technician for 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 Bidder/Contractor at the Bidder's/Contractor'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 Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

P. *Prevailing Wage Requirement*

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 27) only when there is a repair or upgrade to the systems, not general maintenance. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor (section 290.250, RSMo) as described above.

Q. *Permits/Certificates*

The successful Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

Certificate copies must be submitted with the RFP, if the project utilizes any of the contractors listed herein; Class A & B Contractors, Electricians, Plumbers and Mechanical Contractors.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2020 Raymore Occupational License, must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2020 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor's License from a reciprocating city; OR provide proof of a Bachelor's degree in Structural Engineering, Architecture or Construction Science.

R. *Bid Bond*

A bid bond or certified check from a surety or bank, approved by the Purchasing Specialist, in the amount of \$500.00 must accompany each proposal. Prior approval of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of sixty (60) days after the date of opening of bids.

S. *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.

T. *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.

U. *Affidavit of Work Authorization and Documentation*

Pursuant to 285.530 RSMo, the bidder 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.

PROPOSAL FORM A
RFP 21-001

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Tamara Havens having authority to act on behalf of (Company name) Lippert Mechanical Service Corp do hereby acknowledge that (Company name) Lippert Mechanical Service Corp will be bound by all terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Lippert Mechanical Service Corp

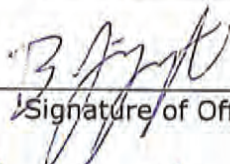
ADDRESS: 1600 N Topping Ave
Street

ADDRESS: Kansas City, MO 64120
City State Zip

PHONE: (816) 241-4442

E-MAIL: thavens@lippertmechanical.com

DATE: 01/26/2021
(Month-Day-Year)


General Manager
Signature of Officer/Title

DATE: 01/26/2021
(Month-Day-Year)


Finance & Operations Manager
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

PROPOSAL FORM B
RFP 21-001

CONTRACTOR DISCLOSURES

The Contractor submitting this RFP 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 RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for the 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 execution of the Contract Work shall be in full compliance with the City of Raymore 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.

PROPOSAL FORM C
RFP 21-001

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

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

COMPANY NAME	City of Kansas City, Missouri
ADDRESS	414 East 12th St, 17th Floor
	Kansas City, MO
CONTACT PERSON	Darrell Everette
TELEPHONE NUMBER	816-513-6903
PROJECT, AMOUNT AND DATE COMPLETED	City-wide Preventative Maintenance Agreement for HVAC Systems Approximately \$800,000.00 annually We have held the contract since 11/1/2014 and it is current

COMPANY NAME	City of Roeland Park, Kansas
ADDRESS	4600 West 51st Street
	Roeland Park, KS 66205
CONTACT PERSON	Purchasing Department
TELEPHONE NUMBER	913-722-2600
PROJECT, AMOUNT AND DATE COMPLETED	Preventative Maintenance Agreement - HVAC Systems This is a 3-year contract that we again won the bid on. New PM contract is effective 1/1/2021 (previous contract 4/1/2018-12/31/2020)

COMPANY NAME	Evergy - La Cygne Generating Plant
ADDRESS	PO Box 411437
	Kansas City, MO 64141
CONTACT PERSON	Jay Wilson
TELEPHONE NUMBER	816-245-4069
PROJECT, AMOUNT AND DATE COMPLETED	\$2,360,000.00 Central Power Block HVAC Replacement - October 2020 completed

COMPANY NAME	Water Services (Kansas City, MO)
ADDRESS	4800 E. 63rd St
	Kansas City, MO 64130
CONTACT PERSON	Debra Smith
TELEPHONE NUMBER	816-513-0338
PROJECT, AMOUNT AND DATE COMPLETED	Preventative Maintenance Contract for all HVAC Systems (all sites) Current contract expires 2/28/2021 and will be renewed

COMPANY NAME	Rockhurst University
ADDRESS	5225 Troost
	Kansas City, MO 64110
CONTACT PERSON	Steve Lyons
TELEPHONE NUMBER	816-501-4404
PROJECT, AMOUNT AND DATE COMPLETED	\$900,000.00 - Chiller Plant Install Complete 2018 (We also have the PM Contract that is current)

State the number of Years in Business: 56

State the current number of personnel on staff: approximately 65

PROPOSAL FORM D
RFP 21-001

Proposal of Lippert Mechanical Service Corp, organized and
(Company Name)
existing under the law of the State of Illinois, doing business
as Lippert Mechancial Service Corp (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 21-001.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) _____, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(*) Insert "a corporation, a partnership, or an individual" as applicable.

BID PROPOSAL FORM E – RFP 21-001

Cost for HVAC Preventive Maintenance Services and Supplies: Breakout costs for individual HVAC Systems below as shown.

Item No.	Description	Unit	Costs 2021	Costs 2022	Costs 2023
1	Preventive maintenance services proposed – Labor and materials included				
	1. City Hall	PM Annually	3,722.00	3,722.00	3,918.00
	2. Public Works	PM Annually	1,651.00	1,651.00	1,738.00
	3. Animal Control	PM Annually	700.00	700.00	735.00
	4. Raymore Activity Center	PM Annually	1,903.00	1,903.00	2,003.00
	5. Parks Maintenance	PM Annually	700.00	700.00	735.00
	6. Centerview	PM Annually	2,150.00	2,150.00	2,270.00
2	Diagnostic Service Call – minimum charge	Lump sum	279.00	279.00	283.00
3	Repair Services – Emergency/After Hours	Hourly rate	112	112	114
4	Repair Services – Routine Call/Non-Emergency	Hourly rate	160	160	165
5	Repair Services – supplies markup	At cost + %	%	%	%
			20	20	20
6	Repair Services – Travel Charge/Mileage * Please specify flat rate or unit charged		55	55	60

reversed

¹⁰⁸²⁶
TOTAL COST ANNUAL PREVENTIVE MAINTENANCE FOR ALL BUILDINGS:

2021	2022	2023
10,833.00	10,833.00	11,399.00

1. Please list any additional fees which may be charged per service call. Use a separate page if necessary.

2. Please list any comments, amendments, exclusions, or additions to the scope of services highlighted in your proposed preventive maintenance program:

BID
OF: Lippert Mechanical Service Corp
(Firm Name)

DATE: 1/28/2021

LATE BIDS CANNOT BE ACCEPTED!

FORM F
RFP 21-002

SERVICE INFORMATION

Preventive Maintenance Services

A. Company Information

- List your company's legal name, address, and telephone number. Include parent company information if applicable.
Lippert Mechanical Service Corp.
Corporate Headquarters: Reedy Industries Inc.
- How many technicians will be available to respond to the City's calls? 50
- Are you the preventive maintenance provider for any other organization? If so, please name the organization(s).
We have over 300 PM contracts with organizations so we can not list each one. We have provided this information in the references section

B. Service Response Information

- Explain in detail your firm's warranty on its services.
We follow the manufacturers' warranty on parts and 90 days on workmanship
- What are your standard maintenance hours? 7:30-4:00
- What is your maximum response time during regular business hours? 2 hr
- What is your maximum response time after regular business hours? 3 hrs
- Is service available 24 hours a day, 7 days per week? YES
- Do you stock adequate spare parts to meet your service agreement commitments?
Explain. YES

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 02/26/2021 who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Tamara Havens

Company: Lippert Mechanical Service Corp

Address: 1600 North Topping Ave., Kansas City, MO 64120

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor 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 #21-001.
- 3 Contractor 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 Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Lippert Mechanical Service Corp
Company Name

Tamara Havens
Signature

Name: Tamara Havens

Title: Operations and Finance Manager

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 26 day of January, 2021.

Notary Public: Stephanie Leigh Owens

My Commission Expires: 8/18/2023

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

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





Company ID Number: 205836

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:
Address:

County or Parish: JACKSON

Employer Identification

North American Industry
Classification System

Number of Sites Verified

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)



Company ID Number: 205836

Approved by:

Employer Lippert Mechanical Service Corp

Steven Crocker

Name (Please Type or Print)

Electronically Signed

Signature

04/13/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/13/2009

Date

New Business



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: 03/16/21

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

Ordinance 3065 - Ordinance Authorizing Joint Customer Agreement with WaterDist.10

STRATEGIC PLAN GOAL/STRATEGY

4.1.3 - Continuously improve the City's governance processes.

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
N/A	N/A

STAFF RECOMMENDATION

Staff recommends approval of Ordinance 3605

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Ordinance 3605 - Ordinance of the City of Raymore, Missouri Authorizing the Mayor to Enter Into a Agreement for Mutual Cooperation With P.W.S.D #10 of Cass County.
2. Exhibit "A" - Copy of the Agreement for Mutual Cooperation.

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Ordinance 3605 seeks authority for the Mayor and City Clerk to execute an Agreement for Mutual Cooperation with Joint Customers Including Termination of Water Service for Nonpayment of Sewer Bill with Public Water Supply District #10 of Cass County, Missouri.

At this time, there are a number of joint customers of both the Water District and the City. These joint customers receive water utility service from the Water District, but are provided with sanitary sewer utility service by the City. Under the Agreement, the Water District and the City will have certain, rights, obligations, duties, and responsibilities which will benefit each entity when serving the joint customers.

Section 710.370 of the City Code of Ordinances contemplates the termination or disconnection of water service for any customer that fails to pay their sewer bill on or after ten (10) days of the due date. It also allows the City to coordinate with separate water utility providers such as the Water District to terminate or disconnect water service when a joint customer is involved. Sections 393.015 and 393.016 RSMo provides further statutory authority for the termination/disconnection and reestablishment/reconnection of joint customers between the City and Water District. This Agreement incorporates the authority granted to each entity under both City Code and Statute, and formalizes the process for disconnection and reconnection of joint customers who fail to pay for their sanitary sewer service.

The Agreement also allows for the City to receive meter reading records on a monthly basis for purposes of billing the joint customers for their sanitary sewer service. Currently, the City and the Water District work on separate meter reading software which has frustrated the efforts of the City to gather data/information on the water usage of the joint customers.

In exchange for the water disconnect/termination of joint customers due to non-payment of sanitary sewer bills and the meter reading records of the joint customers, the Water District will receive indemnification for any liability in the termination/disconnection of water service to a joint customer (due to failure to pay the sanitary sewer charges). The Water District will also be paid for loss of revenue from the sale of water incurred as a result of discontinuing water service because of the failure of any joint customer to pay the sanitary sewer charges to the City.

It is contemplated that similar agreements will be presented to the other surrounding Water Districts that have joint customers with the City for adoption. This will allow for a cohesive and uniform process for each joint customer served by the City.

BILL 3605

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PUBLIC WATER SUPPLY DISTRICT #10 OF CASS COUNTY, MISSOURI, FOR MUTUAL COOPERATION INCLUDING TERMINATION OF WATER SERVICE FOR NONPAYMENT OF SEWER BILLS.”

WHEREAS, Article R-VI, Section 16 of the Constitution of Missouri and Section 70.220 of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the State may cooperate under contract to provide a common service as provided by law; and

WHEREAS, Raymore and Public Water Supply District #10 of Cass County, Missouri (the “District”) (Raymore and the District being jointly identified hereinafter as the “Parties”) desire to facilitate certain cooperation and a mutual understanding of services rendered to joint customers of the Parties who receive sanitary sewer service from the City and water service from the District; and

WHEREAS, a mutual agreement outlining the obligations, responsibilities, rights and duties of the Parties will substantially benefit each of the Parties; and

WHEREAS, Raymore needs to have a method of collecting and enforcing its sewer bills and the District is able to provide such assistance by disconnecting water service for nonpayment of sewer bills pursuant to Section 393.016 of the Revised Statutes of Missouri (“RSMo”); and

WHEREAS, Raymore and the District could seek an arrangement pursuant to Section 393.015 RSMo through the Circuit Court, but have found, after considering all factors and conditions required by statute, that the contemplated agreement entitled “Agreement for Mutual Cooperation With Joint Customers Including Termination of Water Service for Nonpayment of Sewer Bill to be the most advantageous and expeditious manner of memorializing their arrangement.

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

Section 1. The Mayor is hereby directed to enter into the “Agreement for Mutual Cooperation With Joint Customers Including Termination of Water Service for Nonpayment of Sewer Bill” with Public Water Supply District #10 of Cass County, Missouri a copy of which is attached hereto as Exhibit “A”.

Section 2. The Mayor, City Manager, and/or City Clerk are hereby authorized to execute the contract, attached as Exhibit “A”.

Section 3. 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 22ND DAY OF MARCH, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF APRIL, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

**AGREEMENT FOR MUTUAL COOPERATION WITH JOINT CUSTOMERS INCLUDING
TERMINATION OF WATER SERVICE
FOR NONPAYMENT OF SEWER BILL**

City of Raymore, Missouri
Public Water Supply District #10 of Cass County, Missouri

THIS AGREEMENT FOR MUTUAL COOPERATION WITH JOINT CUSTOMERS INCLUDING TERMINATION OF WATER SERVICE FOR NONPAYMENT OF SEWER BILL, ("Agreement"), entered into this _____ day of _____ 2021, by and between the Public Water Supply District #10 of Cass County, Missouri (the "District"), and the City of Raymore, Missouri (the "City").

WHEREAS, District is a validly formed political subdivision of the State of Missouri with the primary purpose of providing water services in certain portions of Cass County, Missouri; and

WHEREAS, City is a duly formed political subdivision of the State of Missouri providing municipal services including providing sewer services within portions of Cass County, Missouri that are served by District; and

WHEREAS, some customers ("Joint Customers") of the City receive sanitary sewerage service, while also obtaining water services from the District; and

WHEREAS, City and District each separately bill their Joint Customers for sanitary sewerage service and water services, respectively, on a monthly basis; and

WHEREAS, City needs to have a method of collecting and enforcing its sewer bills and District is able to provide such assistance in this area by disconnecting water service for nonpayment of sewer bills, pursuant to Section 393.016, RSMo.; and

WHEREAS, Article VI, Section 16, of the Missouri Constitution, and Section 70.220 RSMo., authorize cooperative agreements between municipalities and other political subdivisions; and

WHEREAS, District and City have fully considered all factors and conditions contained in Section 393.016 RSMo., and desire to memorialize their agreement in writing.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this Agreement, District and City agree as follows:

1. When Service May Be Discontinued / Agreement for Same:

a. Sewer service for Joint Customers may be discontinued by the City pursuant to Section 710.370 of the City Code of Ordinances, as duly passed and adopted by City, which provides in pertinent part as follows:

"If any bill for sewer shall be and remain past due and unpaid on or after ten (10) days of the due date, water service to such customer shall be disconnected. Disconnects will be handled as follows:

... (2) Customers served by water districts that have City sewer only will be shut off in accordance with the shutoff agreement between the water district and the City. The customer shall pay a reconnect/account charge and deposit as approved by the Governing Body and listed in the Schedule of Fees maintained by the Finance Department for turning on the water and re-establishing the account. Following shut off, customers shall pay their delinquent bill, reconnect/account charge and additional deposit by making payment either online, by phone or in person to the Utility Billing office of the City of Raymore. City staff will contact the water district providing the customer's water service and service will be restored within the normal business hours only of that water district."

b. District agrees that, pursuant to the terms of this Agreement and in compliance with Sections 393.015 and 393.016 RSMo., it will terminate water service to Joint Customers upon the written notice and instruction (as provided for delivery of Notice herein) of the City that said water service should be terminated for non-payment of the customer's sewer billing from the City.

c. District also agrees that, pursuant to the terms of this Agreement and in compliance with Sections 393.015 and 393.016 RSMo., it will reconnect water service to Joint Customers upon written notice and instruction (as provided for delivery of Notice herein) by the City that said water service should be reconnected because the affected Joint Customer has satisfied their obligations with respect to sanitary sewer service from the City.

2. **What Steps City May Take To Discontinue Service:** City may disconnect and plug the Joint Customer sewer service within the City's easement, or may request District to terminate water service to the Joint Customer.

3. **Common Rules and Regulations for Delinquency of Bill:** The rules and regulations of City will be amended, as may be necessary from time to time, to provide that the

number of days of delinquency required before water service to a Joint Customer is discontinued for failure to pay for sewerage service are equal to the number of days of delinquency required before water service is discontinued to a Joint Customer for failure to pay for water service under the rules and regulations of the District. A copy of both the District's and the City's applicable rules are attached hereto as Exhibits "A" and "B", respectively, and incorporated herein by this reference.

4. **Written Notice to Discontinue Services:** The District shall not be required to discontinue water service to the Joint Customer for failure to pay the charges due for the sewer service provided by the City, unless the City shall first give a written notice (as provided for delivery of Notice herein) to the District to do so. Such Notice shall include the due date, amount of the delinquent bill, and all penalties and interest thereon and the date after which water service is to be disconnected by the District (the "Disconnect Date").

5. **Termination of Services. When:** If, after written notice (as provided for delivery of Notice herein) has been provided to the Joint Customer as detailed herein, the City's sanitary sewer bill is not paid, District shall terminate water services the day following the Disconnect Date, unless the City provides written notice (as provided for delivery of Notice herein) to the District office that the bill of the Joint Customer has been paid.

6. **Renewal of Water and Sewer Service:** When sanitary sewerage and water service to a Joint Customer has been terminated for any reason other than temporary vacancy of the premises, it will be renewed only after the conditions, circumstances, or practices which caused the services to be discontinued are corrected to the satisfaction of the City and the District, and upon payment by the Joint Customer to the City of all applicable fees and charges. When payment of such amount is received by the City, upon written notice thereof (as provided for delivery of Notice herein) to the District, the District shall restore water service to the Joint Customer, provided the water bill of such user owed to the District is not delinquent.

7. **District's Loss of Revenue and Costs:** Any loss of revenue from the sale of water incurred by the District as a result of discontinuing water service because of the failure of any Joint Customer to pay the sanitary sewer charges shall be paid to the District by the City. Such amounts include, but are not limited to, loss of revenue by the District caused by disconnection of water service for a sanitary sewer bill delinquency when the water bill is not delinquent plus any disconnect and reconnect charges. Such amount will be collected from the Joint Customer as part of the Charges for reconnection and will be based upon an average per month amount which may be prorated by the City, per day.

8. **When Customer is Delinquent on Both Water and Sewer Bills:** When a Joint Customer has a delinquent balance for both water services owed to the District, and sanitary sewer services owed to the City, all delinquent payments due to both the District and the City

shall be received individually by the District and the City before water service is restored.

9. **Cost of Disconnection / Schedule of Charges:** All expense and cost incurred by the District in performing or carrying out this Agreement shall be reimbursed to the District by the City. The reimbursement request shall be made monthly and delivered to the City with the monthly records for meter readings with all Joint Customers (as provided for delivery of Notice herein). District and City have considered the expenses incurred by District for termination of water services, including all those items listed in Section 393.016.4(8)(a)-(g), and have determined that the cost of the disconnection and reconnection and affiliated charges ("Charges") for the same shall be as follows:

- a. Disconnection During Business Hours (9:00 a.m. to 4:00 p.m.) - \$ 25.00
- b. Reconnection During Business Hours (9:00 a.m. to 4:00 p.m.) - \$ 25.00

Said Charges shall be modified in writing by Agreement of the parties on an annual basis. In the event that an agreement to modify said Charges is not reached, the Charges shall increase or decrease based upon the percentage of increase or decrease in the National Consumers Price Index for All Urban Consumers, unadjusted for seasonal variation, as published by the United States Department of Labor for the most recent date prior to the annual anniversary date of this Agreement's execution.

10. **Exempt from Civil Liability:** Pursuant to Section 393.016.2, RSMo, District shall be exempt from all civil liability whatsoever arising from or related to termination of water services pursuant to this Agreement.

11. **Insurance Policy Required:** The City shall at all times keep in force a general comprehensive public liability and property damage policy issued by a company authorized to do business in Missouri with policy limits equal to those set forth in section 537.610, RSMo. Said policy shall include the District and any independent contractor who performs such agreement under contract with the District, if applicable, on such policy as an additional insured. City shall furnish a certificate of insurance evidencing such insurance is in effect. If at any time the City fails to maintain said insurance and furnish such certificate of insurance, the District or such independent contractor, if applicable, may cease to make water service terminations until such requirement is satisfied.

12. **Indemnification:**

a. **Indemnification of District.** In the event District or any independent contractor who performs such agreement under contract with the District incurs attorney fees or other costs not covered by insurance as a result of any claim, litigation, or threatened litigation against the District or independent contractor which exceeds the limits of insurance coverage provided to the District or independent contractor by the City as stated in this Agreement, the City shall promptly reimburse such costs and attorneys' fees to the District or independent contractor. If not paid within thirty (30) days of any demand (delivered as provided for delivery of Notice herein) said sum shall bear interest at the rate of 1.5% per month, compounded monthly.

b. **Indemnification of City.** The District's liability under the terms of this Agreement shall be limited solely and exclusively to any loss sustained by the City by reason of the District's failure to terminate water service to a Joint Customer upon the written request of the City. The District's termination of water service pursuant to this Agreement shall be done in reliance upon the City's written request for termination and the District will assume that all conditions precedent of state or federal law or the City's own ordinances and regulations, have been satisfied. Therefore, in consideration of the District's agreement to perform the duties imposed upon it by this Agreement, the City does hereby, for itself, its successors and assigns, release, relinquish and discharge and further agrees to indemnify, protect and hold the District, its successors and assigns, harmless from any and all actions, claims, demands, liabilities, damages or expenses, including attorneys' fees, which may hereafter be asserted against District alleging that a termination of water service undertaken pursuant to the terms of this Agreement is wrongful in some way.

13. **Term of Agreement:** The term of this Agreement shall be twenty (20) years from the date of execution hereof, unless ownership of either the sanitary sewer system of the City or the water system of the District is transferred to another entity or person. In the event of a transfer, this Agreement shall terminate at the time of the transfer, unless the new owner and the remaining owner agree otherwise pursuant to the assignment provisions provided hereinbelow.

14. **District Rights to Terminate or Deny Service:** Nothing contained in this Agreement shall impair in any way the District's right to terminate water service to a Joint Customer for non-payment of its water billings, or to deny water service for any other reason for which water service may be denied under state or federal law, or the District's own rules and regulations.

15. Cooperation for Meter Readings, New Services, Meter Numbers and Location:

a. **Meter Reading Records.** District and City both bill the Joint Customers for their respective services based upon volume of water used within a billing cycle. The volume of water used by a Joint Customer is recorded by a meter attached to the water service line for each of the Joint Customers' premises. The District utilizes meters, which are electronically reported for each billing cycle. By this Agreement, City hereby

submits this written request, pursuant to the Missouri Sunshine Act, codified in Chapter 610 RSMo. (the "Act"), for a continuing and ongoing request for the monthly meter reading records applicable to each Joint Customer which shall be provided electronically (delivered as provided for delivery of electronic Notice herein) by District at no cost to the City. Should City request hard copies of any meter reading records applicable to any Joint Customer, City shall be responsible for reasonable copy charges as allowed by the Act.

b. **New Joint Customer Services.** District agrees not to institute any new water service, unless and until, it has been notified (as provided for delivery of Notice herein) by the City that a prospective Joint Customer has completed all necessary arrangements with the City for instituting sanitary sewer service. City agrees not to institute any new sanitary sewer and/or trash service, unless and until, it has been notified (as provided for delivery of Notice herein) by the District that a prospective Joint Customer has completed all necessary arrangements with the District for instituting water service.

c. **Meter Numbers and Locations.** District agrees that within thirty (30) days of placing a new meter into service for a Joint Customer, District shall notify the City in writing (as provided for delivery of Notice herein) of the location and number of said meter so that the City might create and update its billing records accordingly.

16. **Number and Gender:** The use of any particular gender or the plural or singular number in this Agreement is intended to include the other gender or number as the text of this Agreement may require.

17. **Entire Agreement:** This Agreement contains the complete agreement of the parties and shall, as of the effective date hereof, supersede all other agreements between the parties related to the subject matter of this Agreement.

18. **Modification:** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or a duly authorized representative of each party.

19. **Partial Invalidity:** The invalidity of any portion of this Agreement will not, and shall not, be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed in full force and effect as if they had been signed by both parties subsequent to the removal of the invalid provision.

20. **Choice of Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri. The courts of the state of Missouri shall have jurisdiction over any dispute which arises under this Agreement, and each of the parties shall submit and hereby consents to such court's exercise of jurisdiction.

21. **Waiver:** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of the terms of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

22. **Paragraph Headings:** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

23. **Approvals:** District and City agree to promptly obtain all governmental approvals as may be required by law for the operation and legal enforcement of this Agreement and shall work cooperatively in facilitating such approval.

24. **Effective Date:** The effective date of this Agreement is the date as set out in the first paragraph of this document above which shall correspond with the date that the authorized representative of the last party to this Agreement signs the same.

25. **Conformity With Laws and Regulations:** Each party hereto agrees to abide by and to conform to all applicable laws and regulations of the United States of America, the State of Missouri or any other political subdivision, regulatory agency or governmental department thereof having any jurisdiction in the premises over the operation and provision of water service and sanitary sewer service.

26. **Act of God:** No party hereto shall be responsible or liable in any way for Acts of God or any other act or acts or omissions beyond the control of such party which may in any way cause an interruption or discontinuance of water service, sanitary sewer service or compliance with the terms and conditions of this Agreement.

27. **Assignability and Binding Nature:** No party to this Agreement may assign any interest herein to any person or entity without the consent of the other party hereto at that time; and subject to the terms of any regulatory or governmental requirements. The terms of this Agreement shall be binding upon the respective successors of each party hereto. Nothing herein contained, however, shall be construed as preventing the reorganization of any party hereto nor as preventing any other body corporate and politic succeeding to the rights, privileges, powers, immunities, liability, disabilities, functions and duties of a party hereto, as may be authorized by law.

28. **Execution of Documents and Further Acts:** This Agreement may be executed at different times by the parties in any number of counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all additional documents or other instruments, and take

such other actions as are reasonably necessary to carry out and to give effect to the terms of this Agreement.

29. **Remedies, Enforcement, Jurisdiction and Venue:** Should any party be required to seek enforcement of this Agreement, jurisdiction and venue for all such actions shall be in the Circuit Court of Cass County, Missouri, or such federal court as may be applicable for governmental subdivisions in the State of Missouri. The parties shall participate in mediation to resolve any alleged breach of this Agreement prior to the initiation of litigation. Each party shall bear their own costs for the same unless otherwise agreed to by the terms of any mediated resolution. Remedies for any alleged breach or enforcement shall include but not be limited to; specific performance, prohibitive or mandatory injunction, damages, and shall include costs and reasonable attorneys' fees to the successful party in any action.

30. **Entirety:** This Agreement, inclusive of any attached Exhibits, merges and supersedes all prior negotiations, representations and agreements between the parties hereto relating to the subject matter hereof, and constitutes the entire agreement between the parties hereto in respect thereof.

31. **Notice of Breach and Opportunity for Cure:** Should any party breach this Agreement, the party claiming this Agreement has been breached shall provide written notice of said breach (as provided for delivery of Notice herein), and the breaching party shall have thirty (30) days from receipt of such notice to cure.

32. **Notices:** All notices required under this Agreement shall be in writing and shall be effective as set forth in this section.

a. 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, (i) a nationally recognized overnight delivery service, with cost borne by the sender (marked by the sender for next business day delivery), (ii) sent by certified United States mail, return receipt requested, postage pre-paid, and addressed as set forth below, (iii) sent via facsimile transmission as set forth below, or (iv) sent via electronic mail transmission as set for below. 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. Notices given by certified mail shall be deemed given the third (3rd) business day after deposit with the United States Postal Service in accordance with the requirements hereof. Notices given by facsimile or electronic mail transmission shall be deemed given upon delivery.

b Notice to City shall be addressed to:

City of Raymore, Missouri
Attn: Finance Director
100 Municipal Circle
Raymore, Missouri 64083
Facsimile: (816) 892-3094
E-mail: utilitybilling@raymore.com

c. Notice to District shall be addressed to:

PWSD#10 of Cass County
Attn: Kim Jose
530 S. Peculiar Dr.
P.O. Box 482
Peculiar, MO 64078
Facsimile: (816) 779-4125
E-mail: kjose@fairpoint.net

d. Any party shall have the right to change its respective address for Notices by written Notice to both other parties to that effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day hereinabove first written.

CITY OF RAYMORE, MISSOURI

By: _____
Hon. Kristofer Turnbow

ATTEST:

City Clerk

PUBLIC WATER SUPPLY DISTRICT #10 OF CASS
COUNTY

By: _____
Printed Name: _____
Title: _____

ATTEST:

District Clerk

EXHIBIT "A"
District Rules and Regulations

Public Water Supply District #10 of Cass County, Missouri

Section 8.1 – Rules & Regulations – Water User’s Bill (and disconnection)

8. Water User’s Bills:

8.1 Bills will be rendered for service by the fifth day following the close of the period for which the service was rendered as set forth in the rate schedule. Service bills not paid by the opening of business on the sixteenth shall be subject to a ten percent (10%) late charge. Failure of the District to submit a service bill shall not excuse the water user from his obligation to pay for the water used. Failure to pay a bill by the twenty-fifth (25th) day following the close of the period for which service was rendered shall result in the disconnection of the service and such disconnection shall be made without the necessity of notice to the water user. Disconnections and reconnections will be done Monday – Friday during normal business hours. Any damage resulting to the water user or any property of the water user or the landowner of the property occupied by the water user shall not be the responsibility of the District, its agents, or employees. The District, its agents, and employees shall not be liable to the water user or the landowner of any property used, held, occupied, rented, or leased by the water user for any such damage when disconnection is made according to these Rules and Regulations, and it shall be immaterial that no notice of such disconnection was given to the water user or to said property owner.

EXHIBIT "B"
City Rules and Regulations

City of Raymore, Missouri

Section 705.080 Municipal Code - Disconnection Water

If any bill for water service remains past due and unpaid on or after ten (10) days of the due date, service to such customer shall be disconnected. Disconnects will be handled as follows:

A Customers with City water will be shut off the first non-holiday Wednesday following the ten (10) day period and prior to noon on the cutoff day. The customer shall pay a reconnect/account charge for turning on the water and re-establishing the account as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department. This charge shall be waived one (1) time per billing address only. Following shutoff, customers paying their delinquent bill or making arrangements prior to 7:00 P.M. shall have service restored as soon as possible and no later than 9:00 P.M. Customers contacting the City after the 7:00 P.M. deadline, through the non-emergency police number, will be required to make a payment of the reconnect/account charge and payment of delinquent bill either online, over the phone or in person, with the Utility Billing office prior to 10:00 AM. the day following turn-on. Customers failing to take this action prior to 10:00 AM. the day following reconnect will have service disconnected again and the customer will be required to pay an additional reconnect/account charge approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department. For service to be restored, the customer will have to make payment in full of the original reconnect/account charge, the second (2nd) reconnect/account charge and pay the delinquent bill in full. Arrangements will not be accepted in this case. Upon proper notification from Utility Billing office, the Utilities Division of Public Works shall proceed immediately to reconnect water service.

B. Customers with City water that has been shut off will also be subject to the water and sanitary sewer deposits as they pertain to disconnection for non-payment.

Section 710.310 Municipal Code - Billing for sewer

All users will be billed monthly with their water bill, and delinquency will be in accordance with the policy established for non-payment of water bills. In accordance with established City policy, non-payment may result in the termination of water service until such bill is paid.



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: March 22, 2021

SUBMITTED BY: Jan Zimmerman

DEPARTMENT: Police

<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 3606: Award of Contract - Digital Ally Body and In-Car Cameras

STRATEGIC PLAN GOAL/STRATEGY

4.1.2 Optimize the use of technology to improve services, efficiency and productivity.

FINANCIAL IMPACT

Award To:	Digital Ally
Amount of Request/Contract:	\$177,849.40
Amount Budgeted:	\$177,849.40
Funding Source/Account#:	Restricted Revenue Fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
04/14/2021	05/14/2021

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Digital Ally Quote per NPP.GOV Contract.

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In recent years, the deployment of body-worn cameras has generated considerable discussion as law enforcement agencies work with their communities to provide transparency and enhance trusting relationships. The Raymore City Council and Police have long supported this technology but have been cautious in implementation because of issues such as the absence of language in the law protecting the privacy of citizens, the unavailability of a model policy and little agreement among agencies regarding best practices.

When the Missouri Sunshine Law changed to include language protecting citizen privacy, the Police Department proceeded with discussions, testing of equipment and policy development.

The Raymore Police Department has a significant history with Digital Ally and have used their in-car cameras in their vehicles since 2007. The in-car camera warranties expire in June of this year and all units are due for replacement.

By using the Digital Ally body-worn cameras in conjunction with the Digital Ally in-car cameras, the systems will be compatible and many additional features will be available that would not be available if a different system was used. Officer familiarity with the in-car system and the design/durability of the body-worn cameras provides a safe and effective camera system.

Staff has reviewed the price submitted by Digital Ally in the amount of \$177,849.40 and recommends award of contract to Digital Ally for purchase and installation of body-worn and in-car cameras.

This purchase will be made using a pre-bid governmental contract with NPP.GOV, membership number M-5710884.

BILL 3606

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DIGITAL ALLY FOR THE PURCHASE AND INSTALLATION OF BODY-WORN AND IN-CAR CAMERAS IN THE AMOUNT OF \$177,849.40 AND TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, in accordance with the City of Raymore Purchasing policy, the purchase of body-worn and in-car camera systems from Digital Ally is recognized as a sole-source purchase through a governmental contract; and

WHEREAS, City staff recommends the purchase and installation of body-worn and in-car cameras with Digital Ally;

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

Section 1. The City Manager is hereby directed to enter into an agreement, attached as Exhibit A, with Digital Ally for the purchase and installation of body-worn and in-car cameras.

Section 2. Any Ordinance or part thereof which conflicts with this Ordinance shall be null and void.

Section 3. 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 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 22ND DAY OF MARCH, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF APRIL, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



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Date	3/16/2021 Council Meeting Page 91 of 111
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15612 College Blvd
 Lenexa, KS 66219
 1-800-440-4947 www.digitalallyinc.com

Customer:

Raymore Police Department James Mayberry 100 Municipal Circle Raymore, MO 64083
--

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
RAYMO0	BC	FEDERAL EXPRESS	Subscription	Tiffany Kaltenbach	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
11		5-Year Sub Plan w/ 180-Day Retention (Includes (11) Users, All Other Licenses)	\$1293.96	\$0.00		\$14,233.56
15		5-Year Sub Plan w/ 180-Day Retention (Includes (13) Users, All Other Licenses)	\$452.16	\$0.00		\$6,782.40
11		Removal of Existing Systems	\$75.00	\$0.00		\$825.00
11		Installations	\$499.00	\$0.00		\$5,489.00
1		Turnkey	\$2175.00	\$175.00	\$175.00	\$2,000.00
26		Magnet Mounts	\$64.00	\$4.06	\$105.60	\$1,558.40
11		EVO/FVHD kits	\$4795.00	\$383.60	\$4,219.60	\$48,525.40
15		FVHD Kits	\$595.00	\$47.60	\$714.00	\$8,211.00
2		12 Bay GOV Dock	\$2995.00	\$239.60	\$479.20	\$5,510.80

Notes:

Total Discount	\$5,693.40
Subtotal	\$93,135.56
Misc	
Tax	\$0.00
Freight	\$650.00
Total	\$93,785.56

****QUOTE NOTES ON PAGE #2****



Quote	QUO-33986-J6K5W3 March 22, 2021
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****NPP.GOV PRICING APPLIED**
****SUBSCRIPTION PRICING APPLIED TO ALL CLOUD**

Activation:

- Product Setup & Configuration
- Dedicated Project Manager
- Best Practices & Implementation Planning Session
- **Product Support for Life of Product**

60 Month Subscription Plan Includes:

- 11 Complete EVO-HD Kits
- 26 Complete FVHD Kits
- 2 12-Bay Docking Stations
- 26 Users
- **1 Free Battery Replacement @18/mos.**
- **1 Free full FVHD Body Camera Refresh @ 36 months**
- **5-Year Advanced Exchange Warranty on EVOs & FVHDs**
- All Cloud Licenses on 180-Day Retention Plan
- Security Groups & Granular Permission Controls
- Event Tagging, Notations, Playback Review, & Reporting
- **Case Management & GPS Mapping**
- **Full Access to Share Portal**
- **Full Access to Prosecution Portal**
- **Full Access to Automatic Redaction Software**

Subscription Notes:

- Additional Storage Purchased in Block of 100GB for \$63 Per Year.
- Accessories Not in EVO or FVHD Purchased Separately.
- **Applicable Taxes, All Hardware and Freight Due Upfront**

Annual Subscription Breakdown:

(Does Not Include Extra Storage)
 (First Year Includes Hardware, Freight and Install/Removal/Turnkey)

- 1st Year=\$ 93,785.56
- 2nd Year=\$ 21,015.96
- 3rd Year=\$ 21,015.96
- 4th Year=\$ 21,015.96
- 5th Year=\$ 21,015.96
- 5-Year Total = \$ 177,849.40

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as **"you"**.

1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, the limited warranty accompanying the Goods, these Terms, and any special conditions agreed to in writing and signed by you and Digital Ally are incorporated and collectively referred to herein as the "Order", which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and

Digital ("Additional Agreement(s)"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies, except as otherwise provided in such Additional Agreement. If your purchase includes a license or licenses to permit you to use Digital Ally software, the terms of the software license(s) provided to you by Digital Ally shall apply to such software.

2. Payment. Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less.

3. Unpaid Charges. You will be responsible for all costs Digital Ally incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys' fees, collection agency fees and any other associated costs.

4. Security Interest. You hereby grant Digital Ally a security interest in the Goods to secure your payment obligation to Digital Ally under this sale, pursuant to these Terms. You hereby authorize Digital Ally to file such UCC financing statements in such jurisdictions as Digital Ally deems appropriate to perfect the security interest granted hereby.

5. Taxes. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

6. Shipment. Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's facility in Lenexa, Kansas.

7. Force Majeure. DIGITAL ALLY WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, DELAY, OR FAILURE OF DELIVERY RESULTING FROM CAUSES THAT ARE BEYOND DIGITAL ALLY'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, THOSE DELAYS ARISING FROM EQUIPMENT MANUFACTURE AND SHIPPING (EACH, A "FORCE MAJEURE"). DIGITAL ALLY WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES FROM ANY FORCE MAJEURE DELAY WHATSOEVER.

8. Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL ALLY AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, "DIGITAL ALLY PARTIES") WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER, THE GOODS, OR THESE TERMS, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' CUMULATIVE LIABILITY IN CONNECTION WITH THE ORDER, THE GOODS, AND/OR THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO DIGITAL ALLY FOR THE SPECIFIC GOODS IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND EACH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT.

9. Warranty; Limitations on Remedies. Digital Ally's repair or replacement warranty on the goods provided under the Order is set out in a separate statement (the "Limited Warranty"), which sets forth the only warranty applicable to the goods sold under this Order. THAT LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED,

THAT EXTEND BEYOND DIGITAL ALLY'S LIMITED WARRANTY STATEMENT. OTHER THAN THE LIMITED WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE GOODS OR ANY DELIVERABLES WILL OPERATE UNINTERRUPTED OR ERROR FREE. YOU'RE SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM ARISING FROM OR RELATING TO THE ORDER WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS. The Limited Warranty applicable to the Goods is posted on the Digital Ally website at the following website address:

<http://www.digitalallyinc.com/documents/txdirWarrantyPolicy.pdf> The Limited Warranty provides you with warranty support from our offices in Lenexa, Kansas. You agree to appoint an Administrator (in accordance with Paragraph 17 of these Terms) at the place where the Goods are located to install and test all fixes, updates, products that we repair or replace, and to perform other actions reasonably requested by Digital Ally. Failure to properly maintain the Goods may void the Limited Warranty.

10. Third Party Claim Indemnification. You will indemnify, defend, and hold harmless Digital Ally, its managers, agents, employees, successors and assigns (collectively, the "Indemnified Parties"), from and against any claims, damages, losses, costs, and expenses (including reasonable attorneys' fees and other costs of legal defense, whether direct or indirect) arising out of or relating to any third party claim concerning (i) your use of the Goods under this Order, (ii) breach of these Terms, or (iii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

11. Risk of Loss. Risk of loss to goods purchased will pass to you at the earlier of the time the Goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

12. Acceptance; Claims for Shortage or Non-Conformity. Delivered Goods will be deemed accepted upon the earlier of your formal acceptance of the Goods or the expiration of 30 days from delivery of the Goods ("Acceptance of the Goods"). If you discover upon initial inspection of the Goods that (a) some or all of the Goods are defective or (b) that the goods delivered do not conform to your Order, you must promptly notify Digital Ally of your rejection of the goods within 30 days from the delivery date, after which Digital Ally shall have a reasonable opportunity to cure any non-conformance with the Order. Digital Ally is not responsible for Goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim for deliver damage. Claims for shortages in shipment not chargeable against the carrier will not be considered unless written notice is given to Digital Ally within 10 days from date of receipt of the Goods.

13. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the use, purchase and distribution of the Goods purchased under these Terms. You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Goods within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or reexportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Goods purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event which would render the foregoing representation and

warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

14. Changes to the Terms. The Terms in effect at the time you place your Order for the goods sold hereunder will apply to such Order and goods. Digital Ally reserves the right to make changes to these Terms from time to time, and any such changes will take effect immediately, except that changes with respect to your rights and obligations relating to payments, shipments, cancelled orders and/or returns, warranty, and limitations on remedies will only apply to future orders.

15. Governing Law; Jurisdiction and Venue. This Order and all disputes arising under this Order shall be governed by and construed in accordance with the law of the State of Kansas, without regard to its choice of law rules. Any action claim arising out of or relating to this Order, the Goods, or these Terms must be brought in the District Court of Johnson County, Kansas (and its appellate courts) or in the U.S. District Court for the District of Kansas (and its appellate courts), and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts.

16. Authority. You warrant and represent to Digital Ally that you have all authority and capacity necessary to enter into this agreement and agree to these Terms. If you are entering into this agreement on behalf of a company, a government entity, or other legal entity, you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf.

17. Administrator. You agree to appoint a primary administrator ("Primary Administrator") with the technical knowledge necessary to install and perform routine maintenance on the Goods, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Goods.

18. Trade-ins. (a) Traded Equipment. If, as part of your Order, Digital Ally agrees in writing to accept a trade-in from you ("Trade-In") and offers you a discount on a new Order for an equipment trade-in ("Trade-In Program"), or if Digital Ally otherwise accepts a Trade-In from you at any other time or upgrades or replaces any products or equipment ("Trade-In Offer"), the Trade-In Program or Trade-In Offer is subject to the following additional rules. You expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded ("Traded Equipment"); (ii) you will follow all Digital Ally and carrier shipping rules in returning the Traded Equipment to Digital Ally; (iii) the trade-in transaction is final and that by your accepting the Trade-In Program or Trade-In Offer, ownership of Traded Equipment is transferred irrevocably to Digital Ally immediately, the Traded Equipment will not be returned to you under any circumstances, and you are irrevocably transferring the Traded Equipment to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Digital Ally's sole discretion; and (v) if the Traded Equipment is not returned to Digital Ally so as to be received by Digital Ally within thirty (30) days of the date of delivery of the new equipment you have received from Digital Ally as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the Trade-In Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro-rata in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned. (b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE

THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE TRADE-IN PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE TRADE-IN PROGRAM OR TRADE-IN OFFER WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

19. Advance Exchange Program. (a) Replaced Goods. If your Order includes participation in Digital Ally's Advance Exchange Program, offered in conjunction with Digital Ally's Limited Warranty, Digital Ally will send you the replacement for Goods replaced pursuant to the terms of the applicable Digital Ally Limited Warranty in advance of receiving the Goods Digital Ally has agreed in writing to replace for you ("Replaced Goods"). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Goods; (ii) you will follow all Digital Ally and carrier shipping rules in returning the Replaced Goods to Digital Ally; (iii) the return of Goods is final and that by participating in the Advance Exchange Program, ownership of the Replaced Goods is transferred irrevocably to Digital Ally immediately, the Replaced Goods will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Goods to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Goods in Digital Ally's sole; and (v) you will ship the Replaced Goods back to Digital Ally within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Goods to Digital Ally within such thirty (30) day period, Digital Ally may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Goods to Digital Ally; or (ii) pay to Digital Ally the original purchase price of the Replaced Goods. If you fail to return the Replaced Goods to Digital Ally for a period exceeding ninety (90) days, Digital Ally may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately responsible for paying to Digital Ally an amount equal to the original purchase price of the Replaced Goods. When returning the Replaced Goods, you must return all parts and accessories comprising of the Replaced Goods, exclusive of wiring, or you will be responsible for payment of that part of the Replaced Goods not returned, which will be charged on a pro-rata basis in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned.(b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ADVANCE EXCHANGE PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE ADVANCE EXCHANGE PROGRAM WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).



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Date	3/16/2021 Council Meeting Page 97 of 111
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20. General. Captions have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.



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Date	3/16/2021 Council Meeting Page 98 of 111
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**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: March 22, 2021

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 3607: FY 2021 Budget Amendment

STRATEGIC PLAN GOAL/STRATEGY

4.3 Ensure Fiscal Discipline and Good Stewardship of Public Resources

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

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

City staff recommends budget amendments in the General Fund and Internal Services Funds to purchase body-worn cameras and in-car cameras.

The FY 2021 budget includes the purchase of digital cameras for patrol cars in the VERP (03) fund of \$40,000. City staff recommends that these funds be moved to the Restricted Revenue Fund (04). In addition, City staff recommends to move \$140,000 from the General Fund (01) Available Fund Balance to the Restricted Revenue Fund (04).

BILL 3607

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2021 OPERATING AND INTERNAL SERVICES BUDGETS."

WHEREAS, the Fiscal Year 2021 operating and internal services budgets have been adopted by the Raymore City Council; and

WHEREAS, staff made budget recommendations to the City Council for the purchase and installation of body-worn and in-car cameras at the Council work session on March 15, 2021; and

WHEREAS, the City Council desires to amend the Fiscal Year 2021 budget accordingly to make these purchases.

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

Section 1. The City Manager is directed to move \$40,000 allocated for digital camera purchases in the FY2021 Vehicle Equipment Replacement Fund (03) Budget to the Restricted Revenue Fund (04) and to move \$140,000 from the General Fund (01) Available Fund Balance to the Restricted Revenue Fund (04).

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 22TH DAY OF MARCH, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF APRIL, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 22, 2021

SUBMITTED BY: Mike Ekey

DEPARTMENT: Human Resources

<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 3608: Budget Amendment - Human Resources

STRATEGIC PLAN GOAL/STRATEGY

4.2.1: Position Raymore as an employer of choice in the region

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Proposed 2020-2021 Employee Salary Range Chart

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

At the March 15 City Council work session, staff presented several proposed changes to the FY 2021 Budget that would amend the current Employee Salary Range Chart. These amendments include the addition of a part-time Animal Control Attendant. It also includes a proposed change to vacate Range 1 and move the Office Assistant (Parks Department) and the Assistant Building Technician (Buildings & Grounds) to Range 2.

Additionally, staff is recommending the creation of an Assistant Staff Engineer (Range 16) as part of our on-going recruitment process for engineering staff in the Public Works Department.

This amendment also cleans up the notes section to ensure clarity regarding part-time employees.

BILL 3608

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FY 2021 BUDGET TO REFLECT CHANGES IN THE ADOPTED 2020-2021 EMPLOYEE SALARY RANGE CHART.”

WHEREAS, through the Strategic Plan, the City Council has determined that the City of Raymore should strive to be an employer of choice; and,

WHEREAS, the proposed adjustments to the adopted 2020-2021 Employee Salary Range Chart will ensure continued high levels of service in various departments.

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

Section 1. The City Manager is hereby directed to amend the FY 2021 Budget to reflect changes in the adopted 2020-2021 Employee Salary Range Chart, attached as Exhibit A.

Section 2. Any Ordinance or part thereof which conflicts with this Ordinance shall be null and void.

Section 3. 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 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 22TH DAY OF MARCH, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF APRIL, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

City of Raymore

Fiscal Year 2020-21 Adopted Salary Range Chart

Range	Minimum	Midpoint	Maximum	Title
1	\$13.69	\$16.68	\$20.32 Hourly	Office Assistant*** Assistant Building Technician
2	\$14.42	\$17.57	\$21.41 Hourly	Animal Shelter Attendant** Assistant Building Technician Office Assistant
3	\$15.16	\$18.47	\$22.50 Hourly	Building Maintenance Technician Municipal Court Clerk Parks Maintenance Worker I Police Records Clerk Public Works Maintenance Worker I
4	\$15.89	\$19.36	\$23.59 Hourly	Accounting Technician Permit Technician
5	\$16.63	\$20.26	\$24.69 Hourly	Parks Maintenance Worker II Public Works Maintenance Worker II
6	\$17.37	\$21.17	\$25.79 Hourly	Utility Billing Technician
7	\$18.10	\$22.05	\$26.87 Hourly	Administrative Assistant Animal Control Officer Communications Officer Property & Evidence Technician Public Works Maintenance Worker III
8	\$18.83	\$22.95	\$27.96 Hourly	Code Enforcement Officer Crew Leader, Parks Maintenance Crew Leader, Public Works
9	\$19.57	\$23.84	\$29.05 Hourly	Crew Supervisor
10	\$20.31	\$24.75	\$30.16 Hourly	Benefits Specialist Payroll & Purchasing Specialist
11	\$21.04	\$25.63	\$32.01 Hourly	Athletic Coordinator Building Inspector Engineering Technician ITS Technician Police Officer* Recreation Coordinator Storm Water Specialist

Range	Minimum	Midpoint	Maximum	Title
12	\$21.78	\$26.54	\$33.15 Hourly	Master Police Officer* Police Detective Public Works Field Supervisor
13	\$22.53	\$27.45	\$34.28 Hourly	Chief Communications Officer GIS Coordinator
14	\$1,926.68	\$2,347.47	\$2,931.66 Bi-Weekly	Accountant City Clerk Emergency Management Director ITS Senior Network Technician Municipal Court Administrator
15	\$25.10	\$30.58	\$38.19 Hourly	Police Sergeant *
16	\$2,125.58	\$2,589.81	\$3,234.31 Bi-Weekly	Assistant City Engineer Building Official City Planner
17	\$2,243.38	\$2,733.35	\$3,413.57 Bi-Weekly	Police Lieutenant Recreation Superintendent Superintendent, Parks Operations
18	\$2,478.92	\$3,020.32	\$3,771.97 Bi-Weekly	Assistant Director, Public Works - Operations Director, Integrated Technology Systems Manager, Communications Manager, Human Resources
19	\$2,596.72	\$3,163.86	\$3,951.22 Bi-Weekly	Assistant Director, Public Works - Engineering Director, Economic Development Police Captain
20	\$3,008.97	\$3,757.79	\$4,692.97 Bi-Weekly	Director, Development Services Director, Finance Director, Parks & Recreation
21	\$3,244.50	\$4,153.24	\$5,060.32 Bi-Weekly	Chief of Police Director, Public Works & Engineering
22	\$3,480.08	\$4,346.14	\$5,427.73 Bi-Weekly	Assistant City Manager

Notes

Annual salaries are based on 2080 per year at straight time unless otherwise noted

*Position works 2184 hours per year at straight time

****Part-Time position**

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, MARCH 15, 2021, AT 7:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Police Department Body Cameras

Chief of Police Jan Zimmerman presented information on body cameras for the Police Department. They discussed department policy, sunshine law requirements, and camera technology. Staff recommended the purchase and implementation of Body Cameras for the department.

B. Citizen Survey - 2021

Assistant City Manager Mike Ekey presented the results of the 2021 Citizen Survey.

C. Budget Amendments - Personnel

City Manager Jim Feuerborn proposed personnel changes and additions in the police department, animal control, and to the personnel roster ranges and placement.

D. Other

The work session of the Raymore City Council adjourned at 8:25 p.m.