

## **AGENDA**

Raymore City Council Special Meeting  
City Hall – 100 Municipal Circle  
Monday, April 12, 2021  
Immediately following the 7 p.m. Regular Meeting

**1. Call to Order.**

**2. Roll Call.**

**3. Pledge of Allegiance.**

**4. Presentations/Awards.**

- National Public Safety Telecommunicators Week Proclamation (pg 187)
- Animal Care and Control Appreciation Week Proclamation (pg 189)

**5. Personal Appearances.**

**6. Staff Reports.**

- A. Development Services (pg 9)
- B. Monthly Court Report (pg 15)
- C. Parks/Communications (pg 17)
- D. Police/Emergency Management

**7. Committee Reports.**

**8. Consent Agenda.**

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

A. City Council Minutes, March 22, 2021 (pg 21)

B. Johnston Lake Fountain Project - Acceptance and Final Payment

Reference: - Resolution 21-10 (pg 27)

The Director of Parks and Recreation has determined that the project has been satisfactorily completed in accordance with the project specifications.

C. Appointment of Ben Bailey to Board of Adjustment

Reference: - Resolution 21-11 (pg 29)  
- Volunteer Application (pg 30)

Mayor Turnbow has appointed Ben Bailey to the Board of Adjustment to fill the unexpired term of David Woste. The appointment is now before the City Council for approval.

**7. Unfinished Business. Second Reading.**

A. Mutual Cooperation Agreement - Water District #10

Reference: - Agenda Item Information Sheet (pg 33)  
- Bill 3605 (pg 35)  
- Agreement (pg 37)

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.

City Council, 03/22/2021: Approved 8-0

B. Award of Contract - Body and Dashboard Cameras

Reference: - Agenda Item Information Sheet (pg 49)  
- Bill 3606 (pg 51)  
- Contract (pg 53)

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.

City Council, 03/22/2021: Approved 8-0

C. Budget Amendment - Body and Dash Camera Purchase

Reference: - Agenda Item Information Sheet (pg 61)  
- Bill 3607 (pg 63)

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.

City Council, 03/22/2021: Approved 8-0

D. Budget Amendment - Personnel

Reference: - Agenda Item Information Sheet (pg 65)  
- Bill 3608 (pg 67)  
- Proposed Salary Range Chart (pg 69)

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.

It also includes the creation of the position of Police Records Clerk/Crime Analyst in Range 7. The position of Police Records Clerk remains on the chart, unfilled, in Range 3.

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.

City Council, 03/22/2021: Approved 8-0

**8. New Business. First Reading.**

A. Easement Vacation - 813 Bridgeshire Drive (public hearing)

Reference: - Agenda Item Information Sheet (pg 73)  
- Bill 3610 (pg 75)  
- Staff Report (pg 77)  
- Plot Plan (pg 82)

Richard Rhodes, representing ALH LLC, is requesting to vacate ten feet of a twenty-five foot rear yard utility easement for property located at 813 Bridgeshire Drive in the Edgewater at Creekmoor Subdivision to allow for the installation of an in-ground swimming pool.

B. Sunset Lane Design Reimbursement Agreement

Reference: - Agenda Item Information Sheet (pg 83)  
- Bill 3611 (pg 85)  
- Reimbursement Agreement (pg 87)

As part of the voter approved 2020 General Obligation Bond Issue, Sunset Lane is proposed to be extended north to connect with an extension of 163rd Street. A portion of the road will cross through the Park Side Subdivision. Joe Duffey, representing Park Side LLC, is requesting to advance the design of the portion of Sunset Lane that crosses through the Park Side Subdivision. Staff is requesting approval of a reimbursement agreement with Park Side LLC for the design of the road segment.

C. Award of Contract - Street Light Maintenance

Reference: - Agenda Item Information Sheet (pg 95)  
- Bill 3612 (pg 97)  
- Contract (pg 99)

Staff issued an RFQu on March 25, 2021 for Street Light Maintenance. Custom Lighting Services LLC dba Black and McDonald was the only bidder. Staff verified that conditions outlined in the purchasing policy have been met. References were checked and staff recommends award of contract to Black and McDonald.

D. Award of Contract - Sunset Lane & Hawkrigde Park Improvements

Reference: - Agenda Item Information Sheet (pg 125)  
- Bill 3613 (pg 127)  
- Contract (pg 129)

Staff is recommending award of a contract to Cook Flatt & Strobel for design services associated with the construction of Sunset Lane and Hawkrigde Park Improvements approved by the voters as part of the 2020 G.O. Bond.

E. Budget Amendment: Hawk Ridge Park Design Services

Reference: - Agenda Item Information Sheet (pg 165)  
- Bill 3614 (pg 167)

Staff is requesting a budget amendment that would advance GO Bond funds for design and consultant services for the plaza and parking areas near the amphitheater for Bill 3613.

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

## **12. Mayor/Council Communication.**

## **13. Adjournment.**

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Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 04/05/2021 (pg 171)
  - Planning and Zoning Commission minutes, 03/16/2021 (pg 173)
  - Parks and Recreation Board minutes, 10/27/2020 (pg 177)
  - Parks and Recreation Board minutes, 12/8/2020 (pg 181)
  - Parks and Recreation Board minutes, 3/9/2021 (pg 183)
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### **EXECUTIVE SESSION (CLOSED MEETING)**

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

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

*Any person requiring special 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







## MONTHLY REPORT MARCH 2021

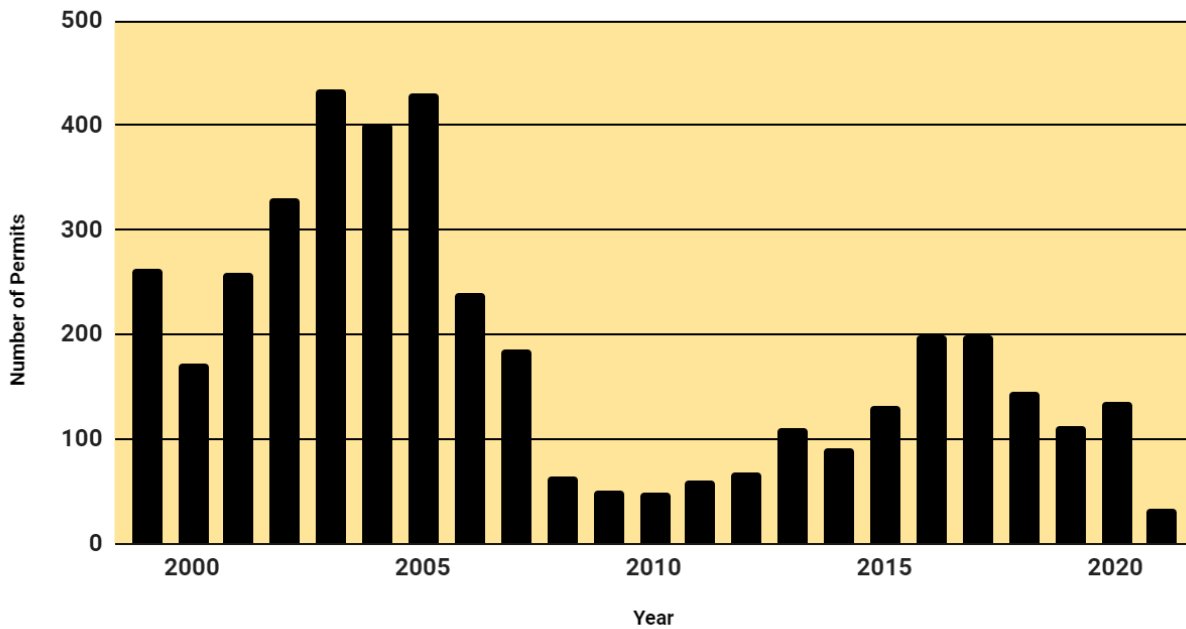
### Building Permit Activity

Type of Permit	Mar 2021	2021 YTD	2020 YTD	2020 Total
Detached Single-Family Residential	9	34	26	136
Attached Single-Family Residential	0	0	6	22
Multi-Family Residential	0	0	0	396
Miscellaneous Residential (deck; roof)	81	149	121	1,240
Commercial - New, Additions, Alterations	4	4	6	13
Sign Permits	1	2	11	37
<b>Inspections</b>	<b>Mar 2021</b>	<b>2021 YTD</b>	<b>2020 YTD</b>	<b>2020 Total</b>
Total # of Inspections	453	922	834	4,447
<b>Valuation</b>	<b>Mar 2021</b>	<b>2021 YTD</b>	<b>2020 YTD</b>	<b>2020 Total</b>
Total Residential Permit Valuation	\$2,172,400	\$8,754,200	\$7,316,100	\$40,314,600
Total Commercial Permit Valuation	\$575,400	\$575,400	\$8,000,300	\$46,094,200

**Additional Building Activity:**

- Construction continues at The Lofts at Fox Ridge apartment community
- Construction was completed on Scooter’s Coffee
- Construction continues on the first industrial building in the Raymore Commerce Center
- Construction has commenced for Community America Credit Union to locate a branch at 1400 W. Foxwood Drive in the Willowind Shopping Center
- Building construction plans were approved for The Venue of The Good Ranch townhome development.
- Construction has commenced for the Heartland Dental Office building in the Raymore Marketplace

### Single Family Building Permits



## Code Enforcement Activity

Code Activity	Mar 2021	2021 YTD	2020 YTD	2020 Total
Code Enforcement Cases Opened	66	132	144	565
<i>Notices Mailed</i>				
-Tall Grass/Weeds	0	0	0	96
- Inoperable Vehicles	36	69	72	185
- Junk/Trash/Debris in Yard	14	22	15	92
- Object placed in right-of-way	0	0	1	6
- Parking of vehicles in front yard	4	11	9	20
- Exterior home maintenance	2	6	13	43
- Other (trash at curb early; signs; etc)	1	1	4	6
Properties mowed by City Contractor	0	0	0	73
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	1	0	3
Signs in right-of-way removed	56	163	75	460
Violations abated by Code Officer	9	19	50	133

## Development Activity

### Current Projects

- Park Side 1st Final Plat
- South Town Storage Site Plan
- The Prairie at Carroll Farms Rezoning and Preliminary Plat
- 813 Bridgshire Drive Easement Vacation

	As of Mar 31, 2021	As of Mar 31, 2020	As of Mar 31, 2019
Homes currently under construction	582 (396 units at Lofts of Foxridge)	167	263
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	234	316	377
Total number of dwelling units in City	8,818	8,681	8,251

## Actions of Boards, Commission, and City Council

### City Council

#### **March 8, 2021**

- Approved the Alexander Creek Phase 4 Preliminary Plat

#### **March 22, 2021**

- No development applications considered

### Planning and Zoning Commission

#### **March 2, 2021**

- Meeting Cancelled

#### **March 16, 2021**

- Reviewed recently completed projects that had secured site plan approval

## Upcoming Meetings – April & May

### **April 6, 2021 Planning and Zoning Commission**

- South Town Storage Site Plan

### **April 12, 2021 City Council**

- 1st reading - 813 Bridgeshire Drive Easement Vacation
- 1st reading - Sunset Lane Design Reimbursement Agreement

### **April 20, 2021 Board of Adjustment**

- Appeal of Enforcement Order - Sarah Gaston, 400 N. Park Drive

### **April 20, 2021 Planning and Zoning Commission**

- Annual review of the Growth Management Plan
- Park Side 1st Final Plat
- Park Side Park Final Plat

### **April 26, 2021 City Council**

- 2nd reading - 813 Bridgeshire Drive Easement Vacation
- 2nd reading - Sunset Lane Design Reimbursement Agreement
- 1st reading - Park Side 1st Final Plat
- 1st reading - Park Side Park Final Plat

### **May 4, 2021 Planning and Zoning Commission**

- The Prairie at Carroll Farms Rezoning and Preliminary Plat (tentative)

### **May 10, 2021 City Council**

- 2nd reading - Park Side 1st Final Plat
- 2nd reading - Park Side Park Final Plat

### **May 18, 2021 Planning and Zoning Commission**

- No applications currently filed

### **May 24, 2020 City Council**

- No development applications currently filed

## Department Activities

- City Planner Katie Jardieu participated in the second class of the 2021 Emerging Leaders Academy hosted by the University of Kansas Public Management Center.

- A temporary Certificate of Occupancy was issued for the Compass Health facility at 501 N. Sunset Lane.
- Economic Development Director David Gress participated in the KC SmartPort "9 @ 9" networking event to share information and updates regarding the City's efforts at the [Raymore Commerce Center](#) with other industry leaders.
- Bill Breit filed a site plan application for an expansion to the [South Town Storage Outdoor Parking Facility](#). The expansion will be on the 4.5 acre undeveloped parcel at 801 E. Walnut Street, immediately west of Brightside Children's Center.
- Economic Development Director David Gress presented an update on the status of economic development activities to the Raymore Historical Society at its monthly meeting.
- Economic Development Director David Gress participated in the Chamber of Commerce Monthly Morning Coffee held at the South Metropolitan Fire Protection District training building.
- Staff prepared a report on the review of previously approved projects that the Planning and Zoning Commission will consider at its March 16 meeting.
- Director Jim Cadoret and City Planner Katie Jardieu participated in the quarterly virtual Planner's Roundtable discussion sponsored by the Mid-America Regional Council.
- Building Official Jon Woerner completed review of the building construction plans for the clubhouse proposed as part of [The Venue of The Good Ranch](#) townhome development.
- Economic Development Director David Gress attended the monthly Chamber of Commerce meeting.
- Richard Rhodes filed a request to vacate a portion of the rear yard utility easement at 813 Bridgeshire Drive to allow for the installation of an in-ground pool. City Council will consider the request on April 12.
- Sarah Gaston filed an appeal to an order of enforcement issued for property located at 400 N. Park Drive. The Board of Adjustment will consider the appeal on April 20.
- Development Services Director Jim Cadoret and Economic Development Director David Gress participated in the Use Tax Open House at Centerview.
- Staff met with Chief Lee Stevens, Deputy Chief Eric Smith and the new Fire Marshall Brett Palmer to discuss the development review process and current projects under construction.
- Director Jim Cadoret and City Planner Katie Jardieu participated in a virtual discussion on accessory dwelling units with participating communities in the Communities for All Ages program.
- Director Jim Cadoret, City Planner Katie Jardieu and Public Works Director Mike Krass met virtually with Corey Henry and Dan Miller to discuss utility services as part of the annexation component of the City Comprehensive Plan.

- Director Jim Cadoret, Economic Development Director David Gress and GIS Coordinator Heather Eisenbarth attended a training session on the new city website.
- Staff met with the engineering team assisting with data collection for the utility plan portion of the proposed Comprehensive Plan.
- Staff hosted two open houses at the City sponsored [Universal Design Home](#) located at 428 Lasley Branch Court. Representatives from several communities participating in the Communities for All Ages program toured the home with builder Wade Beck of Pinnacle Homes of Kansas City. The home will be open to the public to view on April 10 from 1-3 p.m.
- Demolition of the fire-damaged home located at 1231 Wiltshire Boulevard is scheduled to commence on Monday, Apr. 5.
- City Planner Katie Jardieu attended a KU Public Management Center Emerging Leaders Academy class via Zoom.
- Economic Development Director David Gress participated in a series of site-selection consultant meetings hosted by Kansas City Area Development Council (KCADC) to discuss trends, progress, and prospective tenants for the [Raymore Commerce Center](#) development.
- Users of the [What's Happening in My Neighborhood](#) app will notice new aerial photography being utilized. The City contracted with Near Map to provide aerial photography twice a year. The current photography was flown the 1st week of March, 2021.

## GIS Activities

- ArcGIS Enterprise administration (table locks, indexing, compression, etc)
- IIS Development to support protocol as required for collaboration
- Integration of subscription imagery service(s) with Nearmap API & add-ins
- Addition of MARC services to portal client for item use
- Development of ArcGIS Online resources for pedestrian ramp inventory/assessment
- Administrative support for provisioning of Autodesk software applications/functionality
- Street address operations & annual update of annotation layers for cartographic wall maps
- Delivery of data & information dashboards as requested
- US Census webinar - Integration of American Community Survey & Zillow mapping APIs
- Update of web application developer with API improvements

## Municipal Division Summary Reporting

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

#### I. COURT INFORMATION

<b>Reporting Period:</b>		
March	2021	<b>Court activity occurred in reporting period: Yes</b>
<b>Clerk's Physical Address:</b>	<b>Mailing Address:</b>	<b>Vendor</b>
100 Municipal Circle Raymore, MO 64083	100 Municipal Circle Raymore, MO 64083	Incode (Tyler Technologies)
<b>Telephone Number:</b>	<b>Fax Number:</b>	
(816) 331-1712	(816) 331-0634	
<b>Prepared by:</b>	<b>Prepared by E-mail Address:</b>	<b>Municipal Judge(s) Active During Reporting Period:</b>
Donna Furr-Court Administrator	donna.r.furr@courts.mo.gov	Ross Nigro

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
<b>A. Cases (citations / informations) pending at start of month</b>	44	1,143	684
<b>B. Cases (citations / informations) filed</b>	6	116	49
<b>C. Cases (citations / informations) disposed</b>			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	2	50	29
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	16	3
6. dismissed by court	0	3	0
7. nolle prosequi	1	7	5
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	3	76	37
<b>D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]</b>	47	1,183	696
<b>E. Trial de Novo and / or appeal applications filed</b>	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	94	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	134	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,795		

V. DISBURSEMENTS	
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>	
Fines – Excess Revenue	\$8,392.50
Clerk Fee – Excess Revenue	\$804.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$24.79
Bond forfeitures (paid to city) – Excess Revenue	\$147.50
<b>Total Excess Revenue</b>	<b>\$9,368.79</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>	
Fines – Other	\$9,851.50
Clerk Fee – Other	\$502.46
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$107.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$770.03
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$15.17
Law Enforcement Training (LET) Fund surcharge	\$217.75
Domestic Violence Shelter surcharge	\$430.00
Inmate Prisoner Detainee Security Fund surcharge	\$217.75
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$388.50
<b>Total Other Revenue</b>	<b>\$12,500.16</b>
<b>Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.</b>	
DUI	\$318.55
<b>Total Other Disbursements</b>	<b>\$318.55</b>
<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	<b>\$22,187.50</b>
Bond Refunds	\$0.00
<b>Total Disbursements</b>	<b>\$22,187.50</b>



	<b>Event Name</b>	<b>Location</b>	<b>Lead Dept</b>
May 4	May the 4th	TBD	Parks
May 26	T.B. Hanna Station Grand Opening Celebration	T.B. Hanna Station	Parks
June 1	Farmers Market Kick-off (every Tuesday through Sept. 28)	Municipal Circle	Parks
June 3	Summer Concert: Bradley Harris	HRP Amp	Arts Commission
June 4-5	Family Camp Out	Hawk Ridge Park	Parks
June 17	Summer Concert: St. Paradise Steel Drum Band Duo	HRP Amp	Arts Commission
June 18	Movie in the Park	Memorial Park	Parks
July 1	Summer Concert: American Legion Band of GKC - Wind Ensemble	HRP Amp	Arts Commission
July 2	Spirit of America Celebration	Recreation Park	Parks
July 10	Snack and Splash	T.B. Hanna Station	Parks
July 15	Summer Concert: Brad Allen Jazz Trio	HRP Amp	Arts Commission
July 23	Movie in the Park	Recreation Park	Parks
July 24	Summer Scene- arts, food trucks, live entertainment	T.B. Hanna Station	Arts Commission
July 31	Hawk's Nest Fundraiser with Southland Conservatory of Music	HRP Amp	Communications/Arts/Parks
Aug. 5	Summer Concert: Blown Cover	HRP Amp	Arts Commission
Aug. 7	Amazing Race	Recreation Park	Parks
Aug. 10	Missouri's 200th birthday- Farmers Market special event	Municipal Circle	Parks/Communications
Aug. 14	Skateboarding Competition	Skate Park at Recreation Park	Parks
Aug. 19	Summer Concert: Full American Legion Band of Greater KC (tentative)	HRP Amp	Arts Commission
Aug. 20	Mini Mud Run	Hawk Ridge Park	Parks
September:			
	Additional concert at amp	HRP Amp	Arts Commission
	Rotten Fruit & Veggie Baseball	TBD	Parks
	Fishing Derby	Hawk Ridge Park	Parks
	Touch A Truck	Recreation Park	Parks
	Battle of the Bands	HRP Amp	Parks



# Consent Agenda



**THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, MARCH 22, 2021 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.**

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

Public Works Director Mike Krass provided a review of the staff report included in the Council packet and informed Council that the recently approved stop signs have been installed on Sunset Lane.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. The rehabilitation of the Optimists Shelter at Recreation Park should be completed this week. He announced that the department has achieved the Tree City USA designation again. This designation has been achieved annually since 2013. He answered questions from the Council.

City Planner Katie Jardieu provider a review of the Comprehensive Plan update included in the Council packet. She noted the re-engagement of Bushyhead Law for the annexation plan and Lynchpin Ideas to assist with the recruitment and retention plans. The Parks and Recreation Department has formed focus groups to help assess residents' priorities.

Emergency Management Director Ryan Murdock provided an update on the recent weather warning notifications. Raymore's tornado siren warnings will sound for 3 minutes at a time and every 15 minutes for the duration of the event. He noted that the sirens are intended for outdoor notifications.

Councilmember Abdegawad asked for the best way to get COVID vaccination events including those who are not on social media. Mr. Murdock suggested to contact him as he maintains a local list of those events.

Assistant City Manager Mike Ekey provided an update on the Use Tax Communication event. He discussed the Use Tax Informational Open House being held on Wednesday, March 24 from 6:30 p.m. to 8:00 p.m. at Centerview. He answered questions from the Council. Mr. Feuerborn noted that the Metropolitan Community Colleges and Raymore-Peculiar School District have been invited to speak at the event on their ballot measures.

City Manager Jim Feuerborn stated the next meeting will be the work session on April 5.

**7. Committee Reports.**

**8. Consent Agenda.**

**A. City Council regular meeting minutes, March 8, 2021**

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

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

**9. Unfinished Business. Second Readings.**

**A. 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."**

City Clerk Erica Hill conducted the second reading of Bill 3604 by title only.

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

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3604 as **Raymore City Ordinance 2021-010.**

## 7. New Business. First Readings.

### A. Mutual Cooperation Agreement - Water District #10

**BILL 3605: "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."**

City Clerk Erica Hill conducted the first reading of Bill 3605 by title only.

City Attorney Jonathan Zerr provided a review of the staff report included in the council packet. He stated this agreement is 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. 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. 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.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3605 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

**B. Award of Contract - Body and Dashboard Cameras**

**BILL 3606: "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."**

City Clerk Erica Hill conducted the first reading of Bill 3606 by title only.

City Manager Jim Feuerborn provided a review of the staff report included in the council packet. 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. 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.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3606 by title only.

**DISCUSSION:** Councilmember Abdelgawad noted the extensive presentation on this item at the work session on March 15.

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

**C. Budget Amendment - Body and Dash Camera Purchase**

**BILL 3607: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2021 OPERATING AND INTERNAL SERVICES BUDGETS."**

City Clerk Erica Hill conducted the first reading of Bill 3607 by title only.

City Manager Jim Feuerborn provided a review of the staff report included in the council packet. 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 moving \$140,000 from the General Fund (01) Available Fund Balance to the Restricted Revenue Fund (04).

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3607 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

**D. Budget Amendment - Personnel**

**BILL 3608: "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."**

City Clerk Erica Hill conducted the first reading of Bill 3608 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the council packet. 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 Shelter Attendant, 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.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3608 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

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

**12. Mayor/Council Communication.**

Mayor Turnbow and Councilmembers thanked the Parks Department for their cooperation with the Optimists Shelter rehabilitation and their resourcefulness of events during COVID, thanked staff for the addition of the body-worn and in-car cameras, and noted the availability of the Council meetings and work sessions online.

Councilmember Jacobson thanked citizens for picking up trash throughout the community.

Councilmember Burke thanked the school district for keeping the students in the virtual or hybrid status for the remainder of the school year versus bringing all students back to full-time, in-person instruction.

Councilmember Barber noted the reserves in the budget to allow the actions from this evening.

Councilmember Berendzen reminded citizens to keep vehicles locked to deter crimes of convenience.

Mayor Turnbow expressed his condolences on the passing of former Councilmember Judy Goff.

**13. Adjournment.**

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

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 7:38 p.m.

Respectfully submitted,

Erica Hill  
City Clerk

**RESOLUTION 21-10**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE JOHNSTON LAKE FOUNTAIN PROJECT."**

**WHEREAS**, the Contract specifies that funds be retained until satisfactory completion of the project; and

**WHEREAS**, the Director of Parks and Recreation determined the project has been satisfactorily completed in accordance with the project specifications.

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

Section 1. The Johnston Lake Fountain Project is accepted.

Section 2. The final payment in the amount of \$1,301 is approved.

Section 3. This Resolution shall become effective on and after the date of approval.

Section 4. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

**DULY READ AND PASSED 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



**RESOLUTION 21-11**

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

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

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

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

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

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Ben Bailey	April 12, 2021	October 31, 2021

**DULY READ AND PASSED 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



Erica Hill <ehill@raymore.com>

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## City of Raymore, MO: Online Volunteer Application

1 message

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

Thu, Mar 25, 2021 at 12:26 PM

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

**Form Name:** City Volunteer Form  
**Date & Time:** 03/25/2021 12:26 PM  
**Response #:** 51  
**Submitter ID:** 1862  
**IP address:** 23.228.175.27  
**Time to complete:** 6 min. , 43 sec.

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### Survey Details

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#### Page 1

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**1. Contact Information**

**Full Name:** Ben Bailey  
**Address:** 105 Libby Lane  
**Phone Number:** (816) 517-2978  
**Email:** [baileybenkim@gmail.com](mailto:baileybenkim@gmail.com)

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

Ward 2

**3. I am interested in:**

Board of Adjustment

Planning & Zoning Commission

Arts Commission

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

I have always been interested in being involved in my community (my dad set that example when I was young). My boys are all out of the house now, which leaves me more time to get involved in this area.

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

I have been in the Boy Scouts for many years as all 3 of my boys were involved. I was involved in coaching many sports through Parks & Rec as the boys were growing up. We are also active in our church.

Thank you,  
City of Raymore, MO

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# **Unfinished 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](mailto: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



Quote	QUO-33986-J6K5W3 April 12, 2021
Date	3/18/2021 City Council Special Meeting Page 53 of 189
Page	1

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
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Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
RAYMO0	BC	FEDERAL EXPRESS	Subscription	Tiffany Kaltbach	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
<b>Total</b>	<b>\$93,785.56</b>

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

**\*\*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).

Quote	QUO-33986-J6K5W3 <small>April 12, 2021</small>
Date	3/18/2021 <small>City Council Special Meeting Page 59 of 189</small>
Page	7

**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.

<b>Quote</b>	QUO-33986-J6K5W3 <small>April 12, 2021</small>
<b>Date</b>	3/18/2021 <small>City Council Special Meeting Page 60 of 189</small>
<b>Page</b>	8



**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
----------------------	--------------------

**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 a Police Records Clerk & Crime Analyst (Range 7) and an Assistant Staff Engineer (Range 16).

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

# **New Business**







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

DATE: Apr. 12, 2021

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

**TITLE / ISSUE / REQUEST**

Bill 3610: Easement Vacation - 813 Bridgeshire Drive

**STRATEGIC PLAN GOAL/STRATEGY**

3.2.4: Provide quality, diverse housing options

**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**

Staff Report  
Plot Plan

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Richard Rhodes, representing property owner ALH LLC, is requesting to vacate 10 feet of a 25-foot utility easement in the rear yard of the property located at 813 Bridgeshire Drive. ALH is the builder for the home under construction on the property. The future homeowner desires to construct an in-ground pool that will extend into the rear yard utility easement.

There are no existing utilities located within the easement. If approved, a 15-foot wide easement area will remain for any future utility installation.

**BILL 3610**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING A PORTION OF A UTILITY EASEMENT LOCATED ON LOT 178 IN EDGEWATER AT CREEKMOOR 6TH PLAT, A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI."**

**WHEREAS**, the City Council held a public hearing regarding the proposed easement vacation on April 12, 2021, after notice of said hearing was published in a newspaper of general circulation in the City at least 15 days prior to said hearing; and

**WHEREAS**, following all testimony and upon due consideration and deliberation, the City Council has determined that the proposed easement vacation is in the best interest of the City.

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

Section 1. The City Council vacates a portion of the utility easement on the following described property by reducing the easement along the west property line from twenty-five (25) feet in width down to fifteen (15) feet in width:

Lot 178 in Edgewater at Creekmoor 6th Plat

The common address of the property is 813 Bridgeshire Drive

Section 2. The City Council hereby makes the findings of fact and accepts the recommendation of the City staff.

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 12TH DAY OF APRIL, 2021.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH 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



## GENERAL INFORMATION

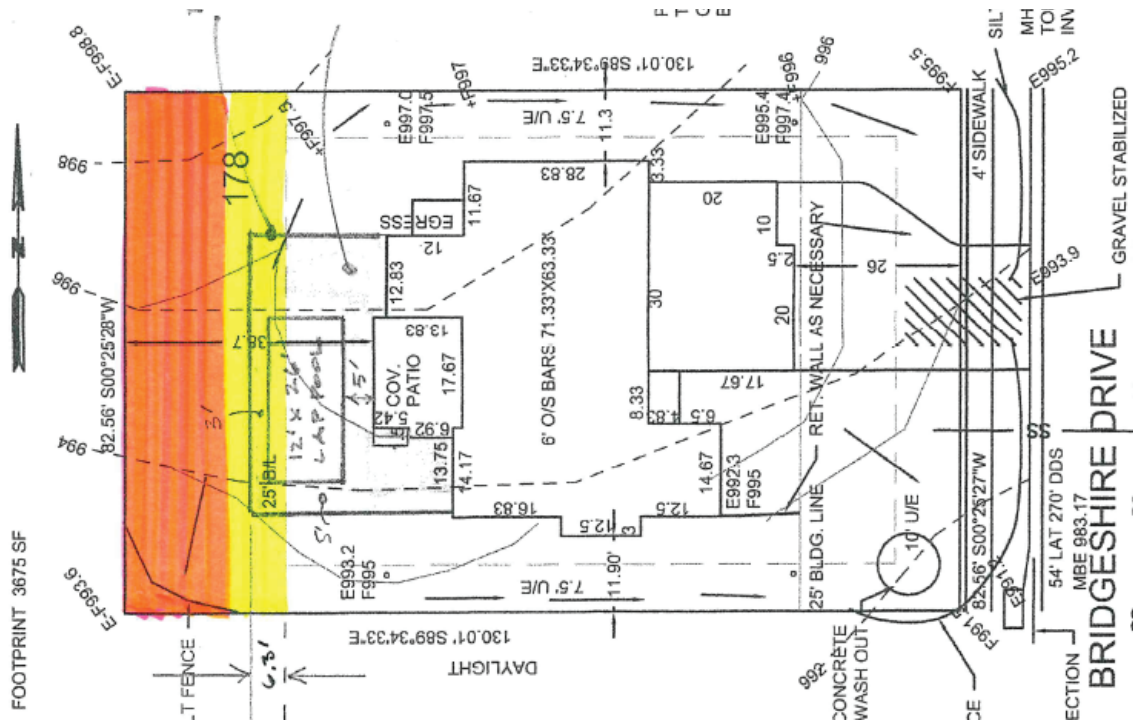
**To:** City Council  
**From:** City Staff  
**Date:** April 12, 2021  
**Re:** **Case #21005 813 Bridgeshire Drive - Utility Easement Vacation**

**Applicant/  
Property Owner:** Richard Rhodes  
ALH, LLC  
P.O. Box 23764  
Overland Park, KS 66283

**Property Location:** 813 Bridgeshire Drive



**Requested Action:** To vacate ten feet (10') of an existing twenty-five foot (25') utility easement in the rear yard of the property. The area proposed to be vacated is hi-lited in yellow. Orange area is the fifteen-foot easement that will remain.



**Existing Zoning:** “PUD” Planned Unit Development

**Growth Management Plan:** The Future Land Use Plan Map contained in the Growth Management Plan identifies this property as appropriate for Low-Density Residential development.

**Major Street Plan:** The Major Thoroughfare Plan Map contained in the Growth Management Plan classifies Bridgeshire Drive as a Local Road.

**Legal Description:** Edgewater at Creekmoor 6th Plat Lot 178

**Advertisement:** March 25, 2021 **Journal** newspaper

**Public Hearing:** April 12, 2021 City Council

**Items of Record:** **Exhibit 1. Notice of Publication**  
**Exhibit 2. Unified Development Code**  
**Exhibit 3. Application**

**Exhibit 4. Growth Management Plan**  
**Exhibit 5. Staff Report**  
**Exhibit 6. Plot Plan**

**Additional exhibits as presented during hearing**

**EASEMENT VACATION REQUIREMENTS**

The following sections of the Unified Development Code are applicable to this application:

1. Section 470.170: Vacation of Streets, Easements or Plats
2. Section 470.170 (A) states:  
“No vacation may take place unless the consent of the persons owning two-thirds of the property immediately adjoining thereto is obtained in writing.”
3. The Unified Development Code authorizes the Development Services Director to determine if it would be advisable to obtain the recommendation of the Planning and Zoning Commission concerning a vacation application prior to the required public hearing before the City Council.
4. The City Council may approve the application if it determines from the evidence that:
  - a. due and legal notice has been given by publication as required herein;
  - b. no private rights will be injured or endangered by the vacation;
  - c. the proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City; and
  - d. the public will suffer no loss or inconvenience thereby and that in justice to the applicant or applicants the application should be granted.

**PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY**

1. The Edgewater at Creekmoor 6th Plat, which established the subject property, was recorded on April 5, 2018.
2. A building permit was issued on December 1, 2020. The home is currently under construction.

**STAFF COMMENTS**

1. All of the lots on the west side of Bridgeshire Drive have the twenty-five foot wide rear yard easement.
2. Evergy has electric utilities located in the front yard easement area.

3. The City water main is located in the front yard easement area.
4. The City sanitary sewer main is located on the east side of Bridgeshire Drive.
5. Staff notified all utility companies that may have facilities in the easement.
6. AT&T has a utility box located in the southwest corner of the property. The utility is located in part of the easement area that will remain.
7. The standard dimension for a utility easement in the rear yard is ten feet.
8. Similar requests for reduction of rear yard easements have been approved for 914 Creekmoor Drive and 1211 Dunvegan Lane within the Creekmoor Subdivision.

## **STAFF PROPOSED FINDINGS OF FACT**

Under Section 470.170 of the Unified Development Code, the City Council is directed concerning its actions in dealing with a request to vacate a portion of a utility easement. Under 470.170 (C) (3) the City Council may approve the application if it determines from the evidence that:

**1. due and legal notice has been given by publication as required herein;**

Legal notice of the request was published in *The Journal* Newspaper on March 25, 2021.

**2. no private rights will be injured or endangered by the vacation;**

The proposed vacation will not injure or endanger any private rights.

**3. the proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City; and**

The proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City.

**4. the public will suffer no loss or inconvenience thereby and that in justice to the applicant or applicants the application should be granted.**



The public will not suffer any loss or inconvenience by the reduction in the easement.

## **REVIEW OF INFORMATION AND SCHEDULE**

<u>Action</u>	<u>City Council 1<sup>st</sup></u>	<u>City Council 2<sup>nd</sup></u>
Public Hearing	April 12, 2021	April 26, 2021

## **STAFF RECOMMENDATION**

Staff recommends that the City Council approve Case #21005 - 813 Bridgeshire Drive Utility Easement Vacation.





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

DATE: April 12, 2021

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

- |   |                                     |                                       |   |
|---|-------------------------------------|---------------------------------------|---|
| <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 3611: Sunset Lane Extension Reimbursement Agreement

**STRATEGIC PLAN GOAL/STRATEGY**

2.2.2: Create and maintain a well-connected transportation network

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

Estimated Start Date  
May 1, 2021

Estimated End Date  
June 30, 2021

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Reimbursement Agreement

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

As part of the 2020 General Obligation Bond Issue voters approved the extension of Sunset Lane from its current terminus in the Raymore Market Center north to its intersection with the future extension of 163rd Street, and the extension of 163rd Street from its current terminus in the Westbrook at Creekmoor 15th Plat east to its intersection with the extension of Sunset Lane.

Park Side LLC is preparing to develop the Park Side Subdivision, wherein a portion of the road improvements are adjacent to or cross through. The developer desires to commence design of the road improvements and to complete the construction of the road improvements in advance of the City schedule for the design and construction of the remaining portions of Sunset Lane.

Park Side LLC is requesting a reimbursement agreement to expedite the design, and ultimately the construction, of those portions of the road improvements that are adjacent to, or cross through, the Park Side Subdivision.

**BILL 3611**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A STREET DESIGN REIMBURSEMENT AGREEMENT WITH PARK SIDE LLC TO DESIGN A PORTION OF THE EXTENSION OF SUNSET LANE."**

**WHEREAS**, the 2020 General Obligation Bond Issue included funding for the extension of Sunset Lane from its current terminus in the Raymore Market Center Subdivision north to its intersection with the future extension of 163rd Street, and the extension of 163rd Street from its current termination in the Westbrook at Creekmoor 15th Plat east to its intersection with the extension of Sunset Lane; and

**WHEREAS**, Park Side LLC. desires to design and construct the portion of Sunset Lane and 163rd Street that is within and adjacent to the Park Side subdivision in advance of the City design and construction schedule.

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

Section 1. The City Manager is hereby directed and authorized to enter into the Street Design Reimbursement Agreement, attached hereto as Exhibit A, with Park Side LLC.

Section 2. The City Manager is directed to take all steps necessary and appropriate to effectuate the Street Design Reimbursement Agreement and to pay up to, but not exceeding, \$260,601.

Section 3. 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 12TH DAY OF APRIL, 2021.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH 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

**SUNSET LANE/163RD STREET EXTENSION DESIGN - PARK SIDE  
SUBDIVISION**

**REIMBURSEMENT AGREEMENT**

THIS REIMBURSEMENT AGREEMENT (this “Agreement”) is made and entered into as of this 26th day of April, 2021 by and between THE CITY OF RAYMORE, a Missouri municipal corporation and constitutional charter city located in Cass County (the “City”) and PARK SIDE LLC, having a principal office at 105 N. Stewart in Liberty, Missouri (the “Developer”).

**RECITALS**

**WHEREAS**, the City included funding in the voter approved 2020 General Obligation Bond Issue for the extension of Sunset Lane from its current termination in the Raymore Market Center Subdivision north to its intersection with the future extension of 163rd Street, and the extension of 163rd Street from its current termination in the Westbrook at Creekmoor 15th Plat east to its intersection with the extension of Sunset Lane (the “Project”); and

**WHEREAS**, the Developer owns certain real property (“Property”) identified as the Park Side Subdivision wherein a portion of the Project will be constructed and is interested in developing lots that would be served by the street extensions on the Property from the Project; and

**WHEREAS**, the City Council consents, subject to the terms, conditions and deadlines identified within this Agreement, to the Developer entering into a contract with Quist Engineering, Inc. (“Engineer”) to provide engineering services including the design and completion of engineering and construction plans (“Engineering Plans”) for the portion of the Project that is located on or directly adjacent to the Property, specifically that portion of Sunset Lane that crosses through the Property, and that portion of 163rd Street that connects the extension of Sunset Lane to the existing terminus of 163rd Street in the Westbrook at Creekmoor 15th Plat (the “Park Side Extensions”); and

**WHEREAS**, upon timely submission of the Engineering Plans, the City Public Works Director will review all design work and construction documents as reflected in the Engineering Plans to ensure said work on the Park Side Extensions will be completed in accordance with all Codes and Ordinances of the City of Raymore; and

**WHEREAS**, the City Council deems that it is fair and appropriate that the City reimburse the Developer for costs associated with the Engineering Plans for the Park Side Extensions.

## AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual promises and obligations of the parties hereto, each party hereby agrees that the City will reimburse the Developer for the costs of completing the Engineering Plans subject to the terms, conditions, obligations and requirements enumerated herein.

A. Developer Obligations. Reimbursement of the Developer's costs and expenses for the Engineering Plans shall be contingent upon the following:

1. Developer shall enter into an agreement with Quist Engineering, Inc. to complete the Engineering Plans for the Park Side Extensions.

2. Developer shall be obligated to submit the Engineering Plans to the City Public Works Director for review and approval for the Park Side Extensions by no later than June 30, 2021 ("Submission Deadline").

3. Following approval of the Engineering Plans, the Developer intends to enter into an agreement with a private contractor to construct the Park Side Extensions and seek a reimbursement agreement with the City for construction costs.

4. Developer shall be solely responsible, obligated and liable for any violations of local state and federal laws, ordinances and regulations, including but not limited to prevailing wage requirements, and shall hold City harmless, including payment of any and all attorneys' fees, costs, charges and expenses associated with the defense of claims brought for violations of the foregoing requirements. In no way is this requirement an implication that the City and Developer are acting in a joint venture, joint endeavor or as partners either business or otherwise in the completion of the Engineering Plans, which said joint venture, joint endeavor, or partnership is specifically denied by the parties.

5. Developer shall submit lien waivers to the City Public Works Director confirming payment in full for all reimbursable costs associated with the Engineering Plans with any request for reimbursement.

B. City Obligations. City agrees that for the timely completion of the Engineering Plans, it will provide the following:

1. The City Public Works Director shall review and approve the Engineering Plans in a reasonable and expeditious manner.

2. Reimbursement may be provided after approval of this agreement subject to the following:

(a) The City Public Works Director shall receive any request for reimbursement pursuant to the terms of this Agreement, along with all



reasonably requested supporting documentation for the same and shall have thirty (30) days to either approve, approve in part, deny, or deny in part, any portions of such reimbursement request. As to any portion of the requested reimbursement that is approved, the City Public Works Director shall arrange for processing of payment to the Developer. For any portion of the requested reimbursement that is denied, the City Public Works Director shall provide written notice of the same, along with the basis for such denial and the items required to obtain approval for such denied portion of the requested reimbursement.

(b) Reimbursement under this Agreement shall be made in a manner consistent with City policy, and subject to conditions deemed appropriate by the City including the following:

(i) The amount of reimbursement shall be based upon the actual engineering and design costs incurred by the Developer in the completion of the Engineering Plans. Invoices for the work shall be submitted verifying costs incurred and are subject to acceptance by the City Public Works Director.

(ii). Payment for the Engineering Plans in the amount not to exceed Two-Hundred Sixty Thousand, Six-Hundred and One Dollars (\$260,601) will be dispersed on a monthly basis, based on value of work performed.

C. Termination. As the City is currently arranging for completion of the remaining portions of the Project that are not part of the Park Side Extensions, the parties recognize and acknowledge that time is of the essence. Failure to comply with the Submission Deadline shall relieve the City of any further obligations under this agreement and said agreement shall be considered terminated, null and void. The Submission Deadline shall only be extended and/or otherwise amended by mutual agreement of the parties, in writing. Should the Engineering Plans not be completed by the Submission Deadline, the City may discontinue further reimbursement to the Developer under this Agreement and reimburse any costs of the Developer for completion of the Engineering Plans incurred at that time. The Engineer shall provide electronic copies to the City of all work completed on the Engineering Plans.

D. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally,

(i). In the case of the Developer, to:

Park Side, LLC.  
% Joe Duffey

105 N. Stewart  
Liberty, MO 64068

(ii) In the case of the City, to:

The City of Raymore  
100 Municipal Circle  
Raymore, Missouri 64083  
Attention: City Manager

or to such other addresses with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

E. Successors, Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective partners, employees, agents, servants, successors, representatives and assigns.

F. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposes and intents.

G. Amendment. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

H. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

I. City Representatives Not Personally Liable. No official, agent, employee, or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

J. Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, and the obtaining of grants of access to, and easements and rights-of-way as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the signing party as they exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not be obligated to grant, acting as a political subdivision, absent this Agreement.

K. Indemnification. The Developer hereby agrees to indemnify and hold harmless the City and its past, present and future employees, officers and agents from any

and all claims arising from the Engineering Plans described in this Agreement. Developer hereby agrees to pay to the City all damages, costs and reasonable attorneys' fees incurred by the City and its employees, officers and agents in defending such claims. At its cost and expense, the Developer shall be entitled to engage counsel of its choice and participate in the defense of any such claims and the City agrees to reasonably cooperate with the Developer and its counsel in such defense.

L. Authority. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.

M. No Waiver. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Developer must comply and does not in any way constitute prior approval of any future proposal for development. No part of this agreement shall be construed to relieve the Developer from installing required improvements related to their development in accordance with the City Code and approved Engineering Plans.

N. Compliance with Laws. Developer and its subcontractors shall comply with all applicable federal, state and local laws, ordinances and regulations including but not limited to applicable worker's compensation, insurance or bonding requirements, prevailing wage requirements and Occupational Safety and Health Administration (OSHA) rules and regulations.

O. No Partnership. It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertakings of any kind or nature of the other in performance of this Agreement.

P. Attorney Fees. In the event any Party is required to bring an action at law or in equity against any other Party to enforce any of the terms of this Agreement, the losing party hereby agrees to pay to the prevailing Party, reasonable attorney fees, costs and expenses as they may be fixed by the court including reasonable attorney fees, costs and expenses of any appeal.

Q. Default and Remedies. If any party shall be in default or breach of any provision of this Agreement, the other party may terminate this Agreement, suspend its performance and invoke any other legal or equitable remedy after giving the other party written notice and thirty (30) days to correct such default or breach. All rights and remedies granted to each party herein and any other rights and remedies which either party may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that any party may have exercised any remedy without terminating

this Agreement shall not impair that party's rights thereafter to terminate or to exercise any other remedy herein granted or to which that party may be otherwise entitled.

R. Dispute Resolution.

1. In case of a dispute, the party alleged to be injured by breach of this Agreement shall give written notice of claim to the other party of its intent to file a claim or petition for money or other relief. Such notice of claim shall provide details of the alleged breach and the required cure. The written notice shall be submitted within thirty (30) days of the event/action upon which the claim is based.

2. If the dispute is not disposed of by agreement between the Parties, within thirty (30) days after submission of the written notice of claim, the Parties shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to mediate the dispute. The parties shall participate in the mediation in good faith, which said mediation shall be non-binding unless a written settlement agreement is reached. Costs of mediation shall be split equally between the parties. Failure of the parties to reach a resolution in mediation shall be a prerequisite to filing suit or initiating further action to resolve the dispute.

3. If mediation is unsuccessful, the parties may, by mutual written agreement, participate in binding arbitration pursuant to the provisions of the American Arbitration Association.

4. If the mediation is unsuccessful and the parties do not agree to participate in arbitration, either party may thereafter file suit and/or seek redress through surety or bond claims. Venue and jurisdiction under this Contract shall be in Circuit Court of Cass County, Missouri at Harrisonville, or the United States Courts, Western District of Missouri. The parties hereby agree to waive jury trial in all claims or disputes which may arise under this Contract.

5. In all cases where a dispute or claim arises, and work on the Park Side Extensions remains incomplete, the parties agree to carry on with the work and to maintain the progress schedule during the resolution of the dispute or claim under this Agreement, unless otherwise mutually agreed in writing by the parties.

S. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement on the reimbursement for the Engineering Plans for the Park Side Extensions.

IN WITNESS WHEREOF, the City, and the Developer have caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto, and attested as to the date first above written.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

By: \_\_\_\_\_  
Kristofer P. Turnbow, Mayor

Attest:

\_\_\_\_\_  
Erica Hill, City Clerk

(SEAL)

PARK SIDE LLC

By: \_\_\_\_\_  
Joe Duffey

Attest:

\_\_\_\_\_  
Name/Title:





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

DATE: April 12, 2021

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3612 - Street Light Maintenance

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To:	Black and McDonald
Amount of Request/Contract:	\$48,888
Amount Budgeted:	\$57,960
Funding Source/Account#:	

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

On March 7, 2016, City Council approved a staff proposal to purchase 1,341 lights from KCP&L. A component of the agreement requires that the City contract with an approved maintenance vendor for the service and installation of the street lights.

Staff issued a Request For Qualifications/Quote (RFQu) for street light maintenance services. Bids were received March 25, 2021. A total of one (1) bid was received and summarized below:

Bidder: Custom Lighting Services LLC, dba Black and McDonald  
Annual price for (approx.) 1,400 streetlights: \$48,888.00

Staff has checked references for work recently performed for other public agencies. There were no issues or concerns about the work performed. Custom Lighting Services LLC, dba Black and McDonald currently has the contract with KCP&L to service the street lights in Raymore as well as many other surrounding areas.

Staff estimates annual cost of \$48,888.00 maintenance.



**BILL 3612**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CUSTOM LIGHTING SERVICES LLC DBA BLACK AND MCDONALD TO PROVIDE STREET LIGHT MAINTENANCE SERVICES."**

**WHEREAS**, the City had purchased street lights from Kansas City Power and Light (KCP&L) on June 1, 2016; and

**WHEREAS**, the purchase agreement calls for the City to utilize a "qualified" overhead distribution line contractor approved by KCP&L for working on KCP&L property for installation, removal, and maintenance of street light facilities that remain attached to KCP&L retained poles; and

**WHEREAS**, the staff publicly advertised and bid for Street Light Maintenance Services; and

**WHEREAS**, Custom Lighting Services LLC, dba Black and McDonald has been determined to be a qualified, responsive and responsible firm for this engagement.

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

Section 1. The City Manager is hereby directed and authorized to enter into a contract with Custom Lighting Services LLC, dba Black and McDonald to provide Street Light Maintenance Services.

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

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 12TH DAY OF APRIL, 2021.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH 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  
CONTRACT FOR PROFESSIONAL SERVICES

**STREET LIGHT MAINTENANCE**

**AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES**

Agreement made this 26th Day of April, 2021 between Custom Lighting Services dba Black & McDonald, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 6001 E Front Street, Kansas City, Missouri 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 April 26, 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 deliverables as specified in and according to the Request for Qualifications/Quote RFQu #21-004 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 RFQu #21-004 including insurance and termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II  
TIME OF COMMENCEMENT AND COMPLETION

The work shall begin upon Council approval and City Manager's signature. The term of this Agreement shall be for one year and shall extend annually for four additional one year periods unless either party notifies the other party of its intent not to renew. The City shall be the sole determiner as to the fulfillment of the work as described.

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 PAYMENT

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

The contractor will bill the City of Raymore in equal monthly installments for the number of street lights maintained. The contractor will monthly provide a list of addresses where services were performed to be verified by the Public Works Director

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.

The City of Raymore shall pay the Contractor within 30 days of receipt of invoice.

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

**Payment for Supplemental Services performed under the Agreement.** Upon substantial completion of a Supplemental Service by Contractor and acceptance by City of Raymore, Contractor shall submit an invoice for the full amount. The City of Raymore agrees to pay the invoice in full within thirty (30) days of receipt of invoice.

## ARTICLE V INSURANCE REQUIREMENTS

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

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract (except for Worker's Compensation and Professional Liability coverage).

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 RESPONSIBILITIES

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

The Contractors 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 delay or cancellation of performance and execute this agreement in writing.

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

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 sub-Contractors and their employees and be responsible for the work performed by sub-Contractors 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 sub-Contractors 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 sub-Contractors 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.

#### ARTICLE VII TERMINATION OF AGREEMENT

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

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

#### ARTICLE VIII CONTRACT DISPUTES AND MEDIATION

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 mediate the issue. Mediation shall be non-binding unless a written settlement agreement is reached. Costs of mediation shall be split equally between the parties. Failure of the parties to reach a resolution in mediation shall be a prerequisite to filing suit or initiating further action to resolve the dispute. In all cases where work on the project is not complete, the Contractor agrees to carry on with the work and to maintain the progress schedule during any dispute under this Contract unless otherwise mutually agreed in writing by the parties.

#### ARTICLE IX 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 Appendix A specifications.

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

#### ARTICLE X

## AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XI  
ENTIRE AGREEMENT

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

SEAL)

**THE CITY OF RAYMORE, MISSOURI**

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

Attest: \_\_\_\_\_  
Erica Hill, City Clerk

SEAL)

**CUSTOM LIGHTING SERVICES DBA BLACK & MCDONALD**

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

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

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



**Appendix A**  
**Scope of Services**

See Attached

## **Appendix B General Terms and Conditions**

### **A. Procedures**

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

### **B. Contract Period**

The term of this Agreement shall be for one year and shall renew annually for four additional one year periods unless either party notifies the other party of its intent not to renew. Owner or Contractor may terminate this Agreement, with or without cause, upon 90 days written notice.

### **C. Insurance**

The 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 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). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

#### **1. General Liability**

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability forms including Product/Completed Operations.

Minimum Limits

General Liability:

\$2,500,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence Limit

\$50,000 Fire Damage Limit

\$5,000 Medical Expense Limit

#### **2. 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

\$1,000,000 Each Occurrence Limit

## \$5,000 Medical Expense Limit

### 3. 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 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.

#### G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the Appendix A on a monthly basis.

#### 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 Contractor. Any contract cancellation notice shall not relieve the 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 his designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

The Contractor 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 Contractor 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 Contractor shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the 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*

Any pricing changes within the contract may be renegotiated prior to contract renewal with a minimum of 90 days written notice. Cost will be based on updated inventory and other contractor cost indexing.

O. *Permits*

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

P. *Prevailing Wage*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order #27) if over \$75,000. 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.

Not less than the prevailing wage included must be paid to all workers performing work under the contract (section 290.250, RSMo).

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).

Q. *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.

R. *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.

*S. Affidavit of Work Authorization and Documentation:*

Pursuant to 285.530 RSMo, the Contractor 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.

## QUALIFICATION FORM A RFQu 21-004

### PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Jennifer Mathes having authority to act on behalf of (Company name) Custom Lighting Services, LLC dba Black & McDonald do hereby acknowledge that (Company name) Custom Lighting Services, LLC dba Black & McDonald 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: Custom Lighting Services, LLC dba Black & McDonald

ADDRESS: 6001 E Front St  
Street

ADDRESS: Kansas City MO 64120  
City State Zip

PHONE: 816-410-8633

E-MAIL: jmathes@blackandmcdonald.com

DATE: 3/25/2021  
(Month-Day-Year)

Jennifer A Mathes, Manager  
Signature of Officer/Title

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

\_\_\_\_\_  
Signature of Officer/Title

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

Check One:

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

## QUALIFICATION FORM B RFQu 21-004

### DISCLOSURES

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

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



## Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm in the past 48 months?

Yes  No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

Yes  No If yes, provide details in an attachment.

## Required Representations

In submitting this RFQu, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for 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 were arrived at independently without consultation, communication, or agreement with any other offeror or competitor.
7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

**QUALIFICATION FORM C**  
 RFQu 21-004

**EXPERIENCE / REFERENCES**

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

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

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

<b>COMPANY NAME</b>	City of Raymore, MO
<b>ADDRESS</b>	100 Municipal Cir Raymore, MO 64083
<b>CONTACT PERSON</b>	Mike Krass
<b>CONTACT EMAIL</b>	mkrass@raymore.com
<b>TELEPHONE NUMBER</b>	816-331-1852
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Streetlight Maintenance; \$150,000; 2016 to present day

<b>COMPANY NAME</b>	City of Kansas City, MO
<b>ADDRESS</b>	5310 Municipal Ave Kansas City, MO 64120
<b>CONTACT PERSON</b>	Mahmoud Hadjian
<b>CONTACT EMAIL</b>	mahmoud.hadjian@kcmo.org
<b>TELEPHONE NUMBER</b>	816-513-9852
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Streetlight & Traffic Signal Maintenance; \$5,761,248.06; 1997 to present day

<b>COMPANY NAME</b>	City of Leawood, KS
<b>ADDRESS</b>	4800 Town Center Dr Leawood, KS 66211
<b>CONTACT PERSON</b>	David Ley
<b>CONTACT EMAIL</b>	davidl@leawood.org
<b>TELEPHONE NUMBER</b>	816-339-6700
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Streetlight & Traffic Signal Maintenance; \$211,448.56; 2002 to present day

<b>COMPANY NAME</b>	Evergy
<b>ADDRESS</b>	4400 E Front St Kansas City, MO 64120
<b>CONTACT PERSON</b>	Tina Steele
<b>CONTACT EMAIL</b>	tina.steele@evergy.com
<b>TELEPHONE NUMBER</b>	816-668-7727
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Streetlight Maintenance; \$2,250,000.00; 2000 to present day

<b>COMPANY NAME</b>	City of Lee's Summit, MO
<b>ADDRESS</b>	220 SE Green St Lee's Summit, MO 64063
<b>CONTACT PERSON</b>	Scott Koch
<b>CONTACT EMAIL</b>	Scott.Koch@cityofls.net
<b>TELEPHONE NUMBER</b>	816-969-1800
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Streetlight Maintenance; \$24,500.00; 2017 to present day

State the number of Years in Business: 25 years

State the current number of personnel on staff: 293

## 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 Jennifer L. Mathes, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: \_\_\_\_\_

Company: Custom Lighting Services, LLC dba Black & McDonald

Address: 6001 E Front St 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 #21-004
- 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.

**(Company Name)**

*Jennifer L. Mathes*

Signature

Name: Jennifer L. Mathes

Title: Manager, Streetlight Mtce. Svcs.

Subscribed and sworn to before me this 24<sup>th</sup> day of March, 2021.

STATE OF Missouri COUNTY OF Jackson

Notary Public: Maria A. Hampton

**MARIA A. HAMPTON  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Platte County  
My Commission Expires Aug. 22, 2022  
Commission # 18265969**

My Commission Expires: 8/22/2022

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

- 1 A valid, completed copy of the first page identifying the 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: 220530

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION  
MEMORANDUM OF UNDERSTANDING**

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Custom Lighting Services, LLC dba Black & McDonald** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF SSA**

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



**QUOTE FORM D  
RFQu 21-004**

Fee

Cost, complete to provide professional services as outlined in RFQu # 21-004.

Per Pole Per Month Price	Monthly Price for Approx 1400 Streetlights	Annual Price for Approx 1400 Streetlights
\$2.91	\$4,074.00	\$48,888.00

Total Yearly Cost:

\$ 48,888.00

**Please submit 'Quote Forms D & E' in a separate sealed envelope labeled:**

Form D & E - Quote  
RFQu: 16-015  
Street Light Maintenance  
Firm Name

**QUOTE FORM E**  
**RFQu 21-004**

**Attach labor and equipment rates.**

**Please submit 'Quote Forms D & E' in a separate sealed envelope labeled:**

Form D & E - Quote  
RFQu: 21-004  
Street Light Maintenance  
Firm Name



**BLACK & MCDONALD, LLC**  
**STREET LIGHT MAINTENANCE AGREEMENT**  
 Effective 11/1/2020 through 8/30/2021  
 City of Raymore Streetlight Maintenance

<b>Labor Rates</b>	<b><i>STRAIGHT TIME RATE</i></b>	<b><i>OVERTIME RATE</i></b>	<b><i>DOUBLE TIME RATE</i></b>
General Foreman	\$ 114.74	\$ 163.50	\$ 212.27
Foreman Lineman	\$ 110.08	\$ 156.73	\$ 203.37
Journeyman Lineman	\$ 100.77	\$ 143.18	\$ 185.58
7th Step Apprentice	\$ 91.46	\$ 129.63	\$ 167.79
6th Step Apprentice	\$ 86.81	\$ 122.85	\$ 158.90
5th Step Apprentice	\$ 82.15	\$ 116.08	\$ 150.00
4th Step Apprentice	\$ 77.50	\$ 109.30	\$ 141.11
3rd Step Apprentice	\$ 72.84	\$ 102.53	\$ 132.21
2nd Step Apprentice	\$ 68.19	\$ 95.75	\$ 123.32
1st Step Apprentice	\$ 63.54	\$ 88.98	\$ 114.42
Heavy Equip Operator	\$ 92.48	\$ 131.11	\$ 169.74
Bore Crew Foreman	\$ 91.87	\$ 130.22	\$ 168.57
Sm Equip Operator	\$ 77.67	\$ 109.55	\$ 141.44
Groundman	\$ 66.23	\$ 92.91	\$ 119.58
Note:			
1) Excludes sales tax, if applicable			

**BLACK & McDONALD EQUIPMENT PRICING**  
**for The City of Raymore, MO**  
 Effective September 1, 2020 thru August 31, 2021

EQUIPMENT DESCRIPTION	Hourly Rate
<b>TRUCKS</b>	
1/2 Ton Pickup	\$ 10.05
3/4 Ton & 1 Ton Pickup	\$ 12.37
Mechanic / Welder Truck	\$ 22.65
37' Bucket Truck	\$ 23.12
55' Bucket Truck	\$ 25.40
65' Bucket Truck	\$ 37.63
85' Bucket Truck	\$ 56.71
105' Bucket Truck	\$ 81.45
65' Elliot	\$ 36.57
85' Elliot	\$ 51.50
110' Elliot	\$ 65.00
Digger Derrick Distribution (< 16k LBS - 42' Shive)	\$ 26.75
Digger Derrick 3060 / 4060 (> 16k LBS - 50' Shive)	\$ 43.70
Mini-Derrick / Backyard Machine	\$ 39.00
Pressure Digger	\$ 55.00
1.5 Ton Flatbed Truck - Small Flatbed	\$ 18.53
>1.5 Ton Flatbed Truck - Large Flatbed	\$ 23.96
Road Tractor	\$ 40.27
Dump Truck - Single Axle - < 6 Cubic Yards	\$ 18.53
Dump Truck - Tandem Axle - 10-14 Cubic Yards	\$ 26.08
<b>CRANE</b>	
Truck Crane (23-30 Ton)	\$ 66.00
Truck Crane (38 Ton)	\$ 74.19
Truck Crane (40 Ton)	\$ 99.71
<b>PULLING EQUIPMENT</b>	
4 Reel Rope Rig - Small (Spider)	\$ 30.00
4 Reel Rope Rig - < 4k LBS	\$ 38.00
4 Reel Rope Rig - > 4k LBS	\$ 65.00
Single Drum Puller - Small - Morgan Stand	\$ 16.50
Single Conductor Bull Wheel Tensioner	\$ 28.92
Single Drum Underground Puller - 6k LBS	\$ 41.77
Rodder Truck	\$ 86.00
Powered Self Loading Reel Trailer	\$ 68.80
Powered Self Loading Reel Truck	\$ 150.00
<b>EXCAVATORS</b>	
4x4 Rubber Tire Backhoe Loader	\$ 22.00
Track Hoe (CAT 320 or equivalent)	\$ 70.00
Breaker - Track Hoe (CAT 320 or equivalent)	\$ 50.00
Track Hoe (CAT 315 or equivalent)	\$ 49.77
Breaker - Track Hoe (CAT 315 or equivalent)	\$ 30.00
Track Hoe (CAT 308 or equivalent)	\$ 41.00
Breaker - Track Hoe (CAT 308 or equivalent)	\$ 25.00
Rubber Tired Trencher - Small	\$ 30.68
Rubber Tired Plow - Large	\$ 39.30
Rock Wheel Trencher (Vermeer RTX1250 or Equiv.)	\$ 160.00
Mini Excavator (CAT 304 or equivalent)	\$ 18.45
Vacuum Excavator - trailer mounted	\$ 31.50

Equipment rates shall be escalated 1% per year

**BLACK & McDONALD EQUIPMENT PRICING**  
**for The City of Raymore, MO**  
 Effective September 1, 2020 thru August 31, 2021

EQUIPMENT DESCRIPTION	Hourly Rate
<b>DIRECTIONAL DRILLS</b>	
Directional Boring Machine (1220 or equivalent)-Incl trailer/water tank	\$ 62.89
Directional Boring Machine (2020 or equivalent)-Incl trailer/water tank	\$ 83.00
Directional Boring Machine for Rock-Incl trailer/water tank	\$ 172.50
<b>TRAILERS</b>	
Utility Trailer	\$ 5.43
Float Trailer / Van Trailer	\$ 8.00
3 Axle 50 Ton Lowboy Trailer	\$ 12.50
Pole Trailer - Distribution	\$ 7.36
Pole Trailer - Transmission	\$ 13.20
Single Reel Wire Trailer	\$ 7.36
Four Reel Brake Trailer	\$ 20.10
UG Emergency Cable Trailer	\$ 35.50
Manhole Trailer	\$ 13.00
Thumper Trailer (minimum 4 hour charge)	\$ 80.00
Enclosed Splice Trailer (Fiber Splicing)	\$ 30.00
<b>MISC.</b>	
Skid Steer Loader (Rubber Tire)	\$ 14.09
Skid Steer Loader (Track)	\$ 21.34
ATV / Side by Side w/ trailer	\$ 12.00
Air Compressor - 185cfm	\$ 12.50
Concrete Saw - Walk Behind 65hp (blades are extra)	\$ 16.25
Flasher Arrow Board	\$ 6.31
Fault Wizard	\$ 9.50
VLF Tester (minimum 4 hour charge)	\$ 45.00

Equipment rates shall be escalated 1% per year





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

DATE: April 12, 2021

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

**TITLE / ISSUE / REQUEST**

Bill 3613 - Sunset Lane / Hawk Ridge Park

**STRATEGIC PLAN GOAL/STRATEGY**

2.2.2 Create and Maintain a well connected transportation network

**FINANCIAL IMPACT**

Award To:	Cook, Flatt & Stobel Engineers
Amount of Request/Contract:	\$368,423
Amount Budgeted:	\$768,682 for design only
Funding Source/Account#:	GO Bond Transportation \$600,000 Parks GO Bond \$170,000

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
June 2021	December 2021

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Staff is requesting Council award a contract for design services for the extension of Sunset Lane from its terminus near the Compass Health Facility to the north boundary of Hawk Ridge Park, improvements to the east side of Hawk Ridge Park which include a parking lot and entrance plaza and improvements to the west side of Hawk Ridge Park which also includes a parking lot and road connection to the existing parking lot at Johnston Drive.

In accordance with the City's Purchasing Policy, staff issued a Request for Qualifications to Engineering firms. The following firms submitted a response:

- McClure
- BHC Rhodes
- Cook, Flatt & Strobel Engineers
- Anderson Engineering
- Wilson and Company

Staff reviewed the statement of qualifications submitted and recommends the City retain the services of Cook, Flatt & Stobel Engineers to provide engineering services for the Sunset Lane / Hawk Ridge Park Project.

**BILL 3613**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH COOK, FLATT & STROBEL ENGINEERS FOR THE SUNSET LANE / HAWK RIDGE PARK, CITY PROJECT NUMBER 20-010 IN THE AMOUNT OF \$368,423 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

**WHEREAS**, the Sunset Lane / Hawk Ridge Park design project was included in the 2021 Capital Improvement Program; and

**WHEREAS**, the staff publicly advertised for the Sunset Lane / Hawk Ridge Park project, and;

**WHEREAS**, staff reviewed the proposals submitted and found that the proposal from Cook, Flatt & Strobel Engineers was the best of the proposals submitted.

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

Section 1. The City Manager is hereby directed and authorized to enter into a negotiated contract in the amount of \$368,423 with Cook, Flatt & Strobel Engineers, for the Sunset Lane / Hawk Ridge Park project.

Section 2. The City Manager is authorized to approve change orders for this project within established budget constraints.

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 12TH DAY OF APRIL, 2021.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH 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  
CONTRACT FOR PROFESSIONAL SERVICES

**SUNSET LANE DESIGN SERVICES**

**AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES**

Agreement made this 26th day of April, 2020 between Cook, Flatt & Strobel Engineers, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 1421 E 104th Street, Suite 100, Kansas City, MO 64131, hereafter referred to as the **Consultant**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

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

This contract is effective as of April 26, 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

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #20-010 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. Consultant agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFQu #20-010 including insurance and termination clauses as needed or

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

## ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall begin upon Council approval and City Manager's signature. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

## ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Consultant, \$368,423 which is "not to exceed" Three Hundred Sixty Eight Thousand Four Hundred Twenty Three dollars for completion of the work, subject to the provisions herein set. The City Manager has the authority for change orders.

## ARTICLE IV CONTRACT PAYMENT

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

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

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

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

## ARTICLE V INSURANCE REQUIREMENTS

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

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract (except for Worker's Compensation and Professional Liability coverage).

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

## ARTICLE VI RESPONSIBILITIES

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

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

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

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

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

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

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

## ARTICLE VII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or 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 Consultant at the address listed below. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

## ARTICLE VIII CONTRACT DISPUTES & MEDIATION

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 mediate the issue. Mediation shall be non-binding unless a written settlement agreement is reached. Costs of mediation shall be split equally between the parties. Failure of the parties to reach a resolution in mediation shall be a prerequisite to filing suit or initiating further action to resolve the dispute. In all cases where work on the project is not complete, the Contractor agrees to carry on with the work and to maintain the progress schedule during any dispute under this Contract unless otherwise mutually agreed in writing by the parties.

## ARTICLE IX WARRANTY

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

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

## ARTICLE X AFFIDAVIT OF WORK AUTHORIZATION

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

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- \* providing documentation affirming the consultant'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 firm and 2) a valid copy of the signature page completed and signed by the firm, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XI  
ENTIRE AGREEMENT

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

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

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

SEAL)

**THE CITY OF RAYMORE, MISSOURI**

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

Attest: \_\_\_\_\_  
Erica Hill, City Clerk

SEAL)

**COOK, FLATT & STROBEL ENGINEERS**

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

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

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

## **Appendix A**

### **Scope of Services**

See Attached

## **Appendix B General Terms and Conditions**

### **A. *Procedures***

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

### **B. *Contract Period***

Award of this contract is anticipated prior to the end of April 2021, with final design and bid specifications completed no later than June 30, 2021.

### **C. *Insurance***

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

#### **1. General Liability**

Owners and Protective Liability.

#### Minimum Limits

General Liability:

\$2,000,000 Each Occurrence Limit

### **D. *Hold Harmless Clause***

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



E. *Exemption from Taxes*

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

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

G. *Invoicing and Payment*

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Permits*

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

P. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become an 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. Proposers should be aware that all documents within a submittal will become open records.

Q. *Rejection of Bids*

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

R. *Affidavit of Work Authorization and Documentation:*

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

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- \* providing documentation affirming the consultant'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.



Cook, Flatt & Strobel Engineers  
1421 E. 104<sup>th</sup> Street, Suite 100  
Kansas City, Missouri 64131  
816.333.4477

March 10, 2021

Mr. Mike Krass, Director of Public Works  
City of Raymore  
100 Municipal Circle  
Raymore, Missouri 64083

RE: REVISED Fee Proposal for Sunset Lane

Dear Mr. Krass,

**Cook, Flatt & Strobel Engineers, P.A. (CFS)** is pleased to submit our fee proposal to the you for engineering services to prepare design plans and specifications for the extension on Sunset Lane from just north of Highway 58 (Foxwood Drive) to the north property line of Hawk Ridge Park, approximately 3,500 feet tying into Sunset Lane on the north being designed and constructed by others.

The **Scope of Services** have been revised, per conversations with you, in the attached document.

Bidding services and construction phase services are **not** included in the scope of services. Support during bidding, RFI's and site visits during construction may be negotiated at a later date or compensated by the attached hourly rates.

The Compensation requested for the professional services listed above: \$199,791. Documentation of hours for each task are included in the attached. This fee is based on a design schedule of 6 months from Notice to Proceed.

Please let us know if you have any questions regarding our proposal or if you would like for us to make any revisions based on scope changes. We look forward to working with you and your staff on this project.

Sincerely,

A handwritten signature in blue ink that reads 'Michelle L. Mahoney'.

Michelle L. Mahoney, P.E., ENV SP  
Sr. Associate

attachments

## Scope of Services

### Sunset Lane, Raymore, MO

#### Task 1: Topographic Survey and Right of Way (ROW) Documents

The following tasks will be performed as part of the topographic survey and ROW documents services:

- Prepare temporary and permanent easement documents for up to 6 parcels.
- Prepare plat drawings with signature pages.
- Perform topographic surveys for a corridor that is approximately 500' wide by 3500' long along the proposed alignment for the extension of Sunset Lane.

#### Task 2: Project Management and Administration Services

The following tasks will be performed as part of the project management administration services:

- Establish project schedule and internal milestones.
- Complete invoicing and address comments in regards to billing.
- Provide Quality Control reviews of survey, design and project submittals.
- Coordination meetings with City and subconsultant staff.

#### Task 3: Public Involvement

- Attend site visits with Property Owners (up to 6 visits) -CITY WILL HANDLE
- Meet with City to get results of Property Owner Meetings to incorporate into plans
- Prepare exhibits for use by City staff in City Council Meetings

#### Task 4: Develop Construction Contract Documents

- PRELIMINARY DESIGN AND UTILITY PLANS (50% Design)
  - a. Preliminary Design
    1. Prepare Design Criteria Memo
    2. Prepare horizontal and vertical geometry
    3. Complete preliminary drainage design
    4. Prepare preliminary cross sections
    5. Determine construction limits and establish easement lines
    6. Add survey benchmark information to plan sheets
    7. Add survey control and section corner ties to plan sheets
    8. Create title sheet, typical sections, plan & profiles, limited details, and drainage area map
    9. Prepare scoping documents for Geotechnical Services
    10. Add geotechnical information to profile sheets and earthwork model
    11. Assemble preliminary plans
  - b. Prepare an opinion of probable construction costs
  - c. Preliminary Design Review Meeting

- d. Utility Coordination
  1. Update mapping of utilities in the corridor
  2. Attend up to 2 meetings with affected utility owners
- e. Permitting
  1. Prepare and send out Notice of Project to all applicable permitting agencies
  2. Complete waterline calculations and prepare documents for MDNR review
  3. Prepare SWPPP
- FIELD CHECK
- FINAL DESIGN PLANS (90% Design)
  - a. Final Design Drawings
    1. Update title sheet & typical section sheet
    2. Prepare final plans for pavement marking, signing and traffic control
    3. Prepare temporary erosion control plans
    4. Update profile sheets
    5. Update storm water drainage plans and details
    6. Provide final cross sections at 50-foot intervals, driveways and intersections
    7. Prepare intersection and sidewalk ramp details
    8. Prepare standard details
    9. Update construction notes and finalize plans sheets
    10. Assemble 90% plans for city review and approval
  - b. Opinion of Probably Costs
  - c. 90% Technical Specifications
  - d. Final Design Review Meeting
- FINAL BIDDING AND CONSTRUCTION CONTRACT DOCUMENTS
  - a. Incorporate City comments on final plans, specifications and bidding documents
  - b. Assemble bid package documents

Task 5: Bidding Phase Services TASKS REMOVED AT THE DIRECTION OF THE CITY

Task 6: Design of Ancillary Systems

- Design and prepare contract documents for a 12" watermain along Sunset Lane (3500')
- Design and prepare contract documents for street lighting along Sunset Lane (3500')



**Raymore, Missouri**  
**Sunset Lane**  
**Fee Proposal for Professional Services**

**SUMMARY**

**FIRM:** CFS Engineers  
**ROUTE:** Sunset Lane  
**PROJECT:** \_\_\_\_\_  
**COUNTY:** Cass County  
**JOB NO.:** \_\_\_\_\_

**Sunset Lane**

<b>Total Direct Salary Costs</b>			
Sunset Lane			\$196,690
		<b>Subtotal</b>	<b>\$196,690</b>
<b>Direct Non-Payroll Costs</b>			
Materials & Supplies	_____		\$0
Reproduction	_____		\$0
Travel Expenses	30 miles round trip X 3 trips		\$51
Other	O&Es		\$3,000
		<b>Subtotal</b>	<b>\$3,051</b>
<b>Total Proposed Fee</b>			<b><u><u>\$199,741</u></u></b>



Sunset Lane  
 City of Raymore, Missouri  
 Cass County

Sunset Lane Fee Proposal		Principal	Project Manager	Senior Engineer	Engineer	Senior Technician	Total
Task		Man-Hours					
1.0	<b>Topographic Survey and ROW Documents</b>						
	T/E and P/E documents(Assume 6 parcels)						\$3,500.00
	Plat Drawing and Signature pages						\$5,000.00
	Topographic Surveys						\$9,000.00
	Sub-Total Man-Hours	0	0	0	0	0	
	Hourly Rates	\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
	Sub-Total Collection Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,500.00
2.0	<b>Project Management and Administration</b>						
	Project Scheduling and Coordination		8		8		16
	Billing and Project Summary Submittals		4	12			16
	Survey QA/QC				8	8	16
	Preliminary Plans QA/QC and Plan Revisions		4	8	8	24	44
	Right-of-Way Documents QA/QC and Plan Revisions		4	4	8	24	40
	90% Plans QA/QC and Plan Revisions		4	8	12	24	48
	QC review of Technical Specifications and Bidding Documents		4	12	8		24
	Project Kickoff Meeting		2	2	2		6
	Monthly Project Meetings		6	6			12
	Sub-Total Man-Hours	0	36	52	54	80	222
	Hourly Rates	\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
	Sub-Total Collection Fee	\$0.00	\$6,660.00	\$7,904.00	\$7,236.00	\$7,920.00	\$29,720.00
3.0	<b>Public Involvement</b>						
	Site Visits with Property Owners (Handled by the City)						0
	Meet with City to get results of the Property Owner Meetings to incorporate into plans		6	6			12
	Prepare exhibits for City Council Meeting		2	2		8	12
	Sub-Total Man-Hours	0	8	8	0	8	24
	Hourly Rates	\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
	Sub-Total Collection Fee	\$0.00	\$1,480.00	\$1,216.00	\$0.00	\$792.00	\$3,488.00
4.0	<b>Develop Construction Contract Documents – Sunset Lane</b>						
4.1	<b>Preliminary Design and Utility Plans(50% Design)</b>						
	<b>A. Preliminary Design and Utility Plans</b>						
	Prepare comprehensive Design Criteria Memorandum.		2	4			6
	Preliminary Horizontal and Vertical Geometry			8	16	16	40
	Complete preliminary drainage design and incorporate into sheets and profile.			4	8	24	36
	Prepare preliminary cross-sections.			4	8	16	28
	Prepare construction limits and profiles necessary to determine right-of-way limits.				8	8	16
	Add survey benchmark information to sheets.					4	4
	Add survey control and section corner ties to plan sheets.					4	4
	Create title sheet, typical sections, plan and profiles, limited details, and drainage area map.					24	24
	Prepare scoping documents for geotechnical services		2	8			10
	Add geotechnical information to profile sheets and earthwork model.			2		8	10





Sunset Lane  
 City of Raymore, Missouri  
 Cass County

Sunset Lane Fee Proposal		Principal	Project Manager	Senior Engineer	Engineer	Senior Technician	Total
Task		Man-Hours					
	Assemble Preliminary Plans for City review and approval.				2	4	6
	<b>B. Opinion of Costs</b>						
	Prepare an opinion of probable construction costs.		2	16			18
	<b>C. Preliminary Design Review Meeting</b>		4	4			8
	<b>D. Utility Coordination</b>						
	Update mapping of utilities within the corridor.				2	4	6
	Up to 2 meetings and coordination with affected utility owners.		8	8			16
	<b>E. Permits</b>						
	Notice of Project to all applicable permitting agencies				8		8
	Waterline calculations and preparation of MDNR submittal				8		8
	SWPPP			4	16		20
4.2	<b>Field Check</b>		4	4	4		12
4.3	<b>Final Design Plans (90% Design)</b>						
	<b>A. Final Design Drawings</b>						
	Update Title Sheet & Typical Sections					2	2
	Prepare final plans for pavement marking, signing, and traffic control			4	8	12	24
	Prepare temporary erosion control plans				4	12	16
	Update profile sheets				8	8	16
	Update storm water drainage plans and details.				8	16	24
	Provide final cross sections at 50 foot intervals, each drive and intersection with earthwork quantities				8	16	24
	Prepare intersection and sidewalk ramp detail sheets.			6	8	24	38
	Prepare standard details.					12	12
	Update construction notes and finalize plan sheets.					24	24
	Assemble 90% Plans for City review and approval.				2	4	6
	<b>B. Opinion of Costs</b>						
	Prepare an opinion of probable construction costs.		2	16			18
	<b>C. 90% Technical Specifications</b>						
	Prepare technical specifications for City to review.		4	40			44
	QC review and address comments		4	8			12
	<b>D. Final Design Review Meeting</b>		2	2			4
4.4	<b>Final Bidding and Construction Contract Documents</b>						
	A. Incorporate City comments on final plans, specifications and bidding documents		2	4	12	20	38
	B. Assemble bid package documents			2		4	6
Sub-Total Man-Hours		0	36	148	138	266	588
Hourly Rates		\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
Sub-Total Collection Fee		\$0.00	\$6,660.00	\$22,496.00	\$18,492.00	\$26,334.00	\$73,982.00



Sunset Lane  
 City of Raymore, Missouri  
 Cass County

Sunset Lane Fee Proposal		Principal	Project Manager	Senior Engineer	Engineer	Senior Technician	Total
Task		Man-Hours					
5.0	<b>Bidding Phase Services</b>						
	Advertise Contract Documents for Bid						0
	Respond to Potential Bidder's Questions						0
	Pre-Bid Conference and Addenda						0
	Review Bids, Create Bid Tabs, Recommendation of Bid						0
	Sub-Total Man-Hours	0	0	0	0	0	0
	Hourly Rates	\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
	Sub-Total Collection Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.0	<b>Utility Design and Contract Documents</b>						
	Full Water Line Design and Contract Documents (Lump Sum)						\$60,000.00
	Street Lighting Design and Contract Documents (Lump Sum)						\$12,000.00
	Sub-Total Man-Hours	0	0	0	0	0	
	Hourly Rates	\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
	Sub-Total Collection Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72,000.00
	<b>Total Man-Hours</b>	<b>0</b>	<b>80</b>	<b>208</b>	<b>192</b>	<b>354</b>	<b>834</b>
	Hourly Rates	\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
	<b>Total Fee</b>	<b>\$0.00</b>	<b>\$14,800.00</b>	<b>\$31,616.00</b>	<b>\$25,728.00</b>	<b>\$35,046.00</b>	<b>\$196,690.00</b>



## Sunset Lane Fee Proposal for Professional Services

### DIRECT NON-PAYROLL COSTS

**FIRM:** CFS Engineers  
**ROUTE:** Sunset Lane  
**PROJECT:** \_\_\_\_\_  
**COUNTY:** Cass County  
**JOB NO.:** \_\_\_\_\_

<b>EXPENSES</b>	<b>SUNSET LANE</b>	
Materials & Supplies	_____	
Reproduction	_____	
Travel Expenses	<u>30 miles round trip X 3 trips</u>	\$50.85
Other	<u>O&amp;Es</u>	\$3,000.00
<b>Total Direct Non-Payroll Costs</b>		<b>\$3,050.85</b>



## Sunset Lane Fee Proposal for Professional Services

### SALARY RATES

**FIRM:** CFS Engineers  
**ROUTE:** Sunset Lane  
**PROJECT:** Hawk Ridge Park  
**COUNTY:** Cass County  
**JOB NO.:**

<u>CLASSIFICATION</u>	<u>CURRENT RATE</u>
Principal	\$233.00
Project Manager	\$185.00
Senior Engineer	\$152.00
Landscape Architect	\$149.00
Engineer	\$134.00
Senior Technician	\$99.00



Cook, Flatt & Strobel Engineers  
1421 E. 104<sup>th</sup> Street, Suite 100  
Kansas City, Missouri 64131  
816.333.4477

February 23, 2021

Mr. Nathan Musteen  
Director of Parks & Recreation  
City of Raymore  
100 Municipal Circle  
Raymore, Missouri 64083

RE: Fee Proposal for Hawk Ridge Park

Dear Mr. Musteen,

**Cook, Flatt & Strobel Engineers, P.A. (CFS)** is pleased to submit our fee proposal to the you for engineering services to prepare design plans and specifications for renovations to Hawk Ridge Park, to include a new entrance plaza and pavilion accessing the new extension of Sunset Lane, parking lots on both the east side of the park and the west side of the park near the soccer fields, restroom facilities and other amenities detailed below in the Scope of Services.

The **Scope of Services** include:

Task 1: Topographic Survey and Right of Way (ROW) Documents

Task 2: Project Management and Administration Services

The following tasks will be performed as part of the project management administration services:

- Establish project schedule and internal milestones.
- Complete invoicing and address comments in regards to billing.
- Provide Quality Control reviews of survey, design and project submittals.
- Coordination meetings with City and subconsultant staff.

Task 3: Public Involvement

- Prepare up to 3 exhibits for use by City staff in City Council / Park Board Meetings

Task 4: Develop Construction Contract Documents

- PRELIMINARY DESIGN (50% Design)
  - a. West Side
    1. West Parking Lot Design (45 cars) – flat curb border with wheel stops
    2. Connector Road with curb and angled parking
    3. Sidewalk along the connector road
    4. Asphalt trail (10' wide) around soccer fields
    5. Water connection to the soccer fields
    6. Storm drainage design



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- b. East Side
  - 1. Plaza pavement
  - 2. East parking lot (60 cars)
  - 3. Lighting for east parking lot
  - 4. Barrier curbs along the plaza and islands/flat border curb with wheel stops
  - 5. Storm drainage design
- c. Prepare an opinion of probable construction costs
- d. Preliminary Design Review Meeting
- e. Utility Coordination
  - 1. Update mapping of utilities in the corridor
  - 2. Attend up to 2 meetings with affected utility owners
- f. Permitting
  - 1. Prepare and send out Notice of Project to all applicable permitting agencies
  - 2. Prepare SWPPP
- FIELD CHECK
- FINAL DESIGN PLANS (90% Design)
  - a. Final Design Drawings
    - 1. Update title sheet & typical section sheet
    - 2. Update plans for parking lots with striping and curbing
    - 3. Update parking lot lighting plan
    - 4. Update connector road plans
    - 5. Update trail plans
    - 6. Update field irrigation plans
    - 7. Prepare temporary erosion control plans
    - 8. Update storm water drainage plans and details
    - 9. Prepare detail sheets
    - 10. Update construction notes and finalize plans sheets
    - 11. Plot and assemble 90% plans for city review and approval
  - b. Opinion of Probably Costs
  - c. Prepare 90% Technical Specifications
  - d. Final Design Review Meeting
- FINAL BIDDING AND CONSTRUCTION CONTRACT DOCUMENTS
  - a. Incorporate City comments on final plans, specifications and bidding documents
  - b. Plot and assemble bid package documents

Task 5: Bidding Phase Services

- Advertise contract documents for bid
- Respond to potential bidder's questions
- Attend Pre-bid conference and prepare Addenda
- Review bids, create bid tabs, recommendation of bid



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Task 6: Alternate Designs

- Utility Connection to Pavilion restrooms
- Design and prepare plans for 4 pickleball courts with lighting
- Design and prepare plans for entrance sign

Construction phase services are **not** included in the scope of services. RFI's and site visits during construction may be negotiated at a later date or compensated by the attached hourly rates.

SFS Architecture will be responsible for the design of the vertical structures. Their scope and fee are attached and included in our total fee.

The total compensation requested for the professional services listed above including fees for the design of alternates as described above: \$168,682. Documentation of hours for each task are included in the attached. This fee is based on a design schedule of 6 months from Notice to Proceed.

Please let us know if you have any questions regarding our proposal or if you would like for us to make any revisions based on scope changes. We look forward to working with you and your staff on this project.

Sincerely,

A handwritten signature in blue ink that reads 'Michelle L. Mahoney'.

Michelle L. Mahoney, P.E., ENV SP  
Sr. Associate

attachments



Cook, Flatt & Strobel Engineers  
1421 E. 104<sup>th</sup> Street, Suite 100  
Kansas City, Missouri 64131  
816.333.4477

March 10, 2021

Mr. Mike Krass, Director of Public Works  
City of Raymore  
100 Municipal Circle  
Raymore, Missouri 64083

RE: REVISED Fee Proposal for Sunset Lane

Dear Mr. Krass,

**Cook, Flatt & Strobel Engineers, P.A. (CFS)** is pleased to submit our fee proposal to the you for engineering services to prepare design plans and specifications for the extension on Sunset Lane from just north of Highway 58 (Foxwood Drive) to the north property line of Hawk Ridge Park, approximately 3,500 feet tying into Sunset Lane on the north being designed and constructed by others.

The **Scope of Services** have been revised, per conversations with you, in the attached document.

Bidding services and construction phase services are **not** included in the scope of services. Support during bidding, RFI's and site visits during construction may be negotiated at a later date or compensated by the attached hourly rates.

The Compensation requested for the professional services listed above: \$199,791. Documentation of hours for each task are included in the attached. This fee is based on a design schedule of 6 months from Notice to Proceed.

Please let us know if you have any questions regarding our proposal or if you would like for us to make any revisions based on scope changes. We look forward to working with you and your staff on this project.

Sincerely,

A handwritten signature in blue ink that reads 'Michelle L. Mahoney'.

Michelle L. Mahoney, P.E., ENV SP  
Sr. Associate

attachments



## Scope of Services

### Sunset Lane, Raymore, MO

#### Task 1: Topographic Survey and Right of Way (ROW) Documents

The following tasks will be performed as part of the topographic survey and ROW documents services:

- Prepare temporary and permanent easement documents for up to 6 parcels.
- Prepare plat drawings with signature pages.
- Perform topographic surveys for a corridor that is approximately 500' wide by 3500' long along the proposed alignment for the extension of Sunset Lane.

#### Task 2: Project Management and Administration Services

The following tasks will be performed as part of the project management administration services:

- Establish project schedule and internal milestones.
- Complete invoicing and address comments in regards to billing.
- Provide Quality Control reviews of survey, design and project submittals.
- Coordination meetings with City and subconsultant staff.

#### Task 3: Public Involvement

- Attend site visits with Property Owners (up to 6 visits) -CITY WILL HANDLE
- Meet with City to get results of Property Owner Meetings to incorporate into plans
- Prepare exhibits for use by City staff in City Council Meetings

#### Task 4: Develop Construction Contract Documents

- PRELIMINARY DESIGN AND UTILITY PLANS (50% Design)
  - a. Preliminary Design
    1. Prepare Design Criteria Memo
    2. Prepare horizontal and vertical geometry
    3. Complete preliminary drainage design
    4. Prepare preliminary cross sections
    5. Determine construction limits and establish easement lines
    6. Add survey benchmark information to plan sheets
    7. Add survey control and section corner ties to plan sheets
    8. Create title sheet, typical sections, plan & profiles, limited details, and drainage area map
    9. Prepare scoping documents for Geotechnical Services
    10. Add geotechnical information to profile sheets and earthwork model
    11. Assemble preliminary plans
  - b. Prepare an opinion of probable construction costs
  - c. Preliminary Design Review Meeting

- d. Utility Coordination
  1. Update mapping of utilities in the corridor
  2. Attend up to 2 meetings with affected utility owners
- e. Permitting
  1. Prepare and send out Notice of Project to all applicable permitting agencies
  2. Complete waterline calculations and prepare documents for MDNR review
  3. Prepare SWPPP
- FIELD CHECK
- FINAL DESIGN PLANS (90% Design)
  - a. Final Design Drawings
    1. Update title sheet & typical section sheet
    2. Prepare final plans for pavement marking, signing and traffic control
    3. Prepare temporary erosion control plans
    4. Update profile sheets
    5. Update storm water drainage plans and details
    6. Provide final cross sections at 50-foot intervals, driveways and intersections
    7. Prepare intersection and sidewalk ramp details
    8. Prepare standard details
    9. Update construction notes and finalize plans sheets
    10. Assemble 90% plans for city review and approval
  - b. Opinion of Probably Costs
  - c. 90% Technical Specifications
  - d. Final Design Review Meeting
- FINAL BIDDING AND CONSTRUCTION CONTRACT DOCUMENTS
  - a. Incorporate City comments on final plans, specifications and bidding documents
  - b. Assemble bid package documents

Task 5: Bidding Phase Services TASKS REMOVED AT THE DIRECTION OF THE CITY

Task 6: Design of Ancillary Systems

- Design and prepare contract documents for a 12" watermain along Sunset Lane (3500')
- Design and prepare contract documents for street lighting along Sunset Lane (3500')



**Raymore, Missouri**  
**Sunset Lane**  
**Fee Proposal for Professional Services**

**SUMMARY**

**FIRM:** CFS Engineers  
**ROUTE:** Sunset Lane  
**PROJECT:** \_\_\_\_\_  
**COUNTY:** Cass County  
**JOB NO.:** \_\_\_\_\_

**Sunset Lane**

<b>Total Direct Salary Costs</b>			
Sunset Lane			\$196,690
		<b>Subtotal</b>	<b>\$196,690</b>
<b>Direct Non-Payroll Costs</b>			
Materials & Supplies	_____		\$0
Reproduction	_____		\$0
Travel Expenses	30 miles round trip X 3 trips		\$51
Other	O&Es		\$3,000
		<b>Subtotal</b>	<b>\$3,051</b>
<b>Total Proposed Fee</b>			<b>\$199,741</b>



Sunset Lane  
 City of Raymore, Missouri  
 Cass County

Sunset Lane Fee Proposal		Principal	Project Manager	Senior Engineer	Engineer	Senior Technician	Total
Task		Man-Hours					
1.0	<b>Topographic Survey and ROW Documents</b>						
	T/E and P/E documents(Assume 6 parcels)						\$3,500.00
	Plat Drawing and Signature pages						\$5,000.00
	Topographic Surveys						\$9,000.00
	Sub-Total Man-Hours	0	0	0	0	0	
	Hourly Rates	\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
	Sub-Total Collection Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,500.00
2.0	<b>Project Management and Administration</b>						
	Project Scheduling and Coordination		8		8		16
	Billing and Project Summary Submittals		4	12			16
	Survey QA/QC				8	8	16
	Preliminary Plans QA/QC and Plan Revisions		4	8	8	24	44
	Right-of-Way Documents QA/QC and Plan Revisions		4	4	8	24	40
	90% Plans QA/QC and Plan Revisions		4	8	12	24	48
	QC review of Technical Specifications and Bidding Documents		4	12	8		24
	Project Kickoff Meeting		2	2	2		6
	Monthly Project Meetings		6	6			12
	Sub-Total Man-Hours	0	36	52	54	80	222
	Hourly Rates	\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
	Sub-Total Collection Fee	\$0.00	\$6,660.00	\$7,904.00	\$7,236.00	\$7,920.00	\$29,720.00
3.0	<b>Public Involvement</b>						
	Site Visits with Property Owners (Handled by the City)						0
	Meet with City to get results of the Property Owner Meetings to incorporate into plans		6	6			12
	Prepare exhibits for City Council Meeting		2	2		8	12
	Sub-Total Man-Hours	0	8	8	0	8	24
	Hourly Rates	\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
	Sub-Total Collection Fee	\$0.00	\$1,480.00	\$1,216.00	\$0.00	\$792.00	\$3,488.00
4.0	<b>Develop Construction Contract Documents – Sunset Lane</b>						
4.1	<b>Preliminary Design and Utility Plans(50% Design)</b>						
	<b>A. Preliminary Design and Utility Plans</b>						
	Prepare comprehensive Design Criteria Memorandum.		2	4			6
	Preliminary Horizontal and Vertical Geometry			8	16	16	40
	Complete preliminary drainage design and incorporate into sheets and profile.			4	8	24	36
	Prepare preliminary cross-sections.			4	8	16	28
	Prepare construction limits and profiles necessary to determine right-of-way limits.				8	8	16
	Add survey benchmark information to sheets.					4	4
	Add survey control and section corner ties to plan sheets.					4	4
	Create title sheet, typical sections, plan and profiles, limited details, and drainage area map.					24	24
	Prepare scoping documents for geotechnical services		2	8			10
	Add geotechnical information to profile sheets and earthwork model.			2		8	10



Sunset Lane  
 City of Raymore, Missouri  
 Cass County

Sunset Lane Fee Proposal		Principal	Project Manager	Senior Engineer	Engineer	Senior Technician	Total
Task		Man-Hours					
	Assemble Preliminary Plans for City review and approval.				2	4	6
	<b>B. Opinion of Costs</b>						
	Prepare an opinion of probable construction costs.		2	16			18
	<b>C. Preliminary Design Review Meeting</b>		4	4			8
	<b>D. Utility Coordination</b>						
	Update mapping of utilities within the corridor.				2	4	6
	Up to 2 meetings and coordination with affected utility owners.		8	8			16
	<b>E. Permits</b>						
	Notice of Project to all applicable permitting agencies				8		8
	Waterline calculations and preparation of MDNR submittal				8		8
	SWPPP			4	16		20
4.2	<b>Field Check</b>		4	4	4		12
4.3	<b>Final Design Plans (90% Design)</b>						
	<b>A. Final Design Drawings</b>						
	Update Title Sheet & Typical Sections					2	2
	Prepare final plans for pavement marking, signing, and traffic control			4	8	12	24
	Prepare temporary erosion control plans				4	12	16
	Update profile sheets				8	8	16
	Update storm water drainage plans and details.				8	16	24
	Provide final cross sections at 50 foot intervals, each drive and intersection with earthwork quantities				8	16	24
	Prepare intersection and sidewalk ramp detail sheets.			6	8	24	38
	Prepare standard details.					12	12
	Update construction notes and finalize plan sheets.					24	24
	Assemble 90% Plans for City review and approval.				2	4	6
	<b>B. Opinion of Costs</b>						
	Prepare an opinion of probable construction costs.		2	16			18
	<b>C. 90% Technical Specifications</b>						
	Prepare technical specifications for City to review.		4	40			44
	QC review and address comments		4	8			12
	<b>D. Final Design Review Meeting</b>		2	2			4
4.4	<b>Final Bidding and Construction Contract Documents</b>						
	A. Incorporate City comments on final plans, specifications and bidding documents		2	4	12	20	38
	B. Assemble bid package documents			2		4	6
Sub-Total Man-Hours		0	36	148	138	266	588
Hourly Rates		\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
Sub-Total Collection Fee		\$0.00	\$6,660.00	\$22,496.00	\$18,492.00	\$26,334.00	\$73,982.00



Sunset Lane  
 City of Raymore, Missouri  
 Cass County

Sunset Lane Fee Proposal		Principal	Project Manager	Senior Engineer	Engineer	Senior Technician	Total
Task		Man-Hours					
5.0	<b>Bidding Phase Services</b>						
	Advertise Contract Documents for Bid						0
	Respond to Potential Bidder's Questions						0
	Pre-Bid Conference and Addenda						0
	Review Bids, Create Bid Tabs, Recommendation of Bid						0
	Sub-Total Man-Hours	0	0	0	0	0	0
	Hourly Rates	\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
	Sub-Total Collection Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.0	<b>Utility Design and Contract Documents</b>						
	Full Water Line Design and Contract Documents (Lump Sum)						\$60,000.00
	Street Lighting Design and Contract Documents (Lump Sum)						\$12,000.00
	Sub-Total Man-Hours	0	0	0	0	0	
	Hourly Rates	\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
	Sub-Total Collection Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72,000.00
	<b>Total Man-Hours</b>	<b>0</b>	<b>80</b>	<b>208</b>	<b>192</b>	<b>354</b>	<b>834</b>
	Hourly Rates	\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
	<b>Total Fee</b>	<b>\$0.00</b>	<b>\$14,800.00</b>	<b>\$31,616.00</b>	<b>\$25,728.00</b>	<b>\$35,046.00</b>	<b>\$196,690.00</b>



## Sunset Lane Fee Proposal for Professional Services

### DIRECT NON-PAYROLL COSTS

**FIRM:** CFS Engineers  
**ROUTE:** Sunset Lane  
**PROJECT:** \_\_\_\_\_  
**COUNTY:** Cass County  
**JOB NO.:** \_\_\_\_\_

<b>EXPENSES</b>		
	SUNSET LANE	
Materials & Supplies	_____	
Reproduction	_____	
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Other	<u>O&amp;Es</u>	\$3,000.00
<b>Total Direct Non-Payroll Costs</b>		<b>\$3,050.85</b>



# Sunset Lane

## Fee Proposal for Professional Services

### SALARY RATES

**FIRM:** CFS Engineers  
**ROUTE:** Sunset Lane  
**PROJECT:** Hawk Ridge Park  
**COUNTY:** Cass County  
**JOB NO.:**

<u>CLASSIFICATION</u>	<u>CURRENT RATE</u>
Principal	\$233.00
Project Manager	\$185.00
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February 23, 2021

Mr. Nathan Musteen  
Director of Parks & Recreation  
City of Raymore  
100 Municipal Circle  
Raymore, Missouri 64083

RE: Fee Proposal for Hawk Ridge Park

Dear Mr. Musteen,

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The **Scope of Services** include:

Task 1: Topographic Survey and Right of Way (ROW) Documents

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The following tasks will be performed as part of the project management administration services:

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- Respond to potential bidder's questions
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Task 6: Alternate Designs

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- Design and prepare plans for 4 pickleball courts with lighting
- Design and prepare plans for entrance sign

Construction phase services are **not** included in the scope of services. RFI's and site visits during construction may be negotiated at a later date or compensated by the attached hourly rates.

SFS Architecture will be responsible for the design of the vertical structures. Their scope and fee are attached and included in our total fee.

The total compensation requested for the professional services listed above including fees for the design of alternates as described above: \$168,682. Documentation of hours for each task are included in the attached. This fee is based on a design schedule of 6 months from Notice to Proceed.

Please let us know if you have any questions regarding our proposal or if you would like for us to make any revisions based on scope changes. We look forward to working with you and your staff on this project.

Sincerely,

A handwritten signature in blue ink that reads 'Michelle L. Mahoney'.

Michelle L. Mahoney, P.E., ENV SP  
Sr. Associate

attachments





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

DATE: April 6, 2021

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

<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 3614 - Budget Amendment - Parks GO Bond Fund

**STRATEGIC PLAN GOAL/STRATEGY**

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract: \$170,000  
Amount Budgeted: \$100,000  
Funding Source/Account#: Parks GO Bond

**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

Staff is requesting a budget amendment in the Parks GO Bond Fund for the Hawk Ridge Park Improvements project. Initially the improvements to the park were split into two projects. However, with the park improvement designs and Sunset Road designs being combined into one project, it is necessary to advance the funding for the Hawk Ridge Park Improvements project in the Capital Improvements Budget.

Budget	Budgeted	Amendment	Change
2021 Parks GO Bond Fund	\$100,000	\$70,000	\$170,000

**BILL 3614**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2021 CAPITAL BUDGET."**

**WHEREAS**, the 2020 General Obligation Bond issue includes improvements at Hawk Ridge Park; and

**WHEREAS**, improvement projects at Hawk Ridge Park are programmed to be completed in different fiscal years; and

**WHEREAS**, staff has combined the projects into one contract for design; and

**WHEREAS**, staff recommends amending the FY 2021 Capital Budget to combine funding from the Parks General Obligation Bonds to the contract amount of \$170,000.

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

Section 1. The City Manager is authorized to amend the 2021-2025 Capital Improvement Budget as follows:

<b>Fund</b>	<b>Budgeted</b>	<b>Amended</b>	<b>Change</b>
2021 Park GO Bond Fund	\$100,000	\$170,000	\$70,000

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 12TH DAY OF APRIL, 2021.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH 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

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Date of Signature



# Miscellaneous



**THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, APRIL 5, 2021, AT 7:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.**

A. American Rescue Plan - City of Raymore Funding

City Manager Jim Feuerborn discussed the funds that are to be received by the City of Raymore through the American Rescue Plan, a \$1.9 trillion Covid response plan. He discussed funds assisting in a new Police Department and Court facility. Mayor Turnbow, the Council, and staff discussed possible uses for the funds.

B. Other

Mayor Turnbow presented the appointment of Ben Bailey to the Board of Adjustment to fill the unexpired term of David Woste. The appointment will be presented to Council for consideration at the next meeting.

The work session of the Raymore City Council adjourned at 7:23 p.m.



THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, MARCH 16, 2021**, IN THE COUNCIL ROOM AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN MATTHEW WIGGINS, WILLIAM FAULKNER, KELLY FIZER, JEREMY MANSUR, TOM ENGERT, JIM PETERMANN, ERIC BOWIE (arrived at 7:08 p.m.) AND MAYOR KRIS TURNBOW. ABSENT WAS MARIO URQUILLA. ALSO PRESENT WERE CITY PLANNER KATIE JARDIEU, DEVELOPMENT SERVICES DIRECTOR JIM CADORET, AND ASSISTANT CITY MANAGER MIKE EKEY.

1. **Call to Order** – Chairman Wiggins called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Chairman Wiggins declared a quorum present to conduct business.
4. **Personal Appearances** – None
5. **Consent Agenda**
  - a. **Approval of the minutes of the February 16, 2021 meeting.**

**Motion by Commissioner Faulkner, Seconded by Commissioner Petermann, to approve the minutes.**

**Vote on Motion:**

Chairman Wiggins	Aye
Commissioner Faulkner	Aye
Commissioner Bowie	Absent
Commissioner Fizer	Aye
Commissioner Engert	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Absent
Commissioner Mansur	Aye
Mayor Turnbow	Aye

**Motion passed 7-0-0.**

**6. Unfinished Business - None**

**7. New Business -**

**a. Presentation on proposed Local Use Tax**

Assistant City Manager Mike Ekey reviewed the details of the proposed Local Use Tax, highlighting that the Local Use Tax is a 2.5% tax added to online businesses without a physical location in Raymore that do not charge sales tax, such as Amazon, and that it could allow nearly \$1 million in additional funds to employ police officers, public works employees, and Parks & Recreation workers. Mayor Turnbow added some information to Mr. Ekey's presentation about the Local Use Tax, and the need for it to pass.

Commissioner Engert questioned what the plan B is should this vote not pass?

Mr. Ekey responded that the focus is on the Use Tax passing. There will be several months during the summer should the tax not pass where the budget will be reviewed

and necessary changes can be made. Mayor Turnbow added that if the Use Tax does not pass, the City will have to look at what other infrastructure areas can be cut back on to be able to add necessary personnel, such as police officers and public works personnel.

Commissioner Bowie had a few questions.

**Q** - Why does the presentation include the need to grow an already satisfactory department?

Mr. Ekey responded that while we already have a high satisfaction level, the projected growth of Raymore will outpace the staff the City currently has. The Use Tax will ensure that the level of satisfaction of Raymore residents is maintained, and the added personnel employed from the Use Tax will help to get ahead of the downward satisfaction curve if the staff were not added soon enough. The Use Tax will also help to make sure that there will not be service cuts, and the city staff will be able to keep up with the growth of the city.

**Q** - What is the projected growth numbers that would spur the need for this to pass?  
City Planner Katie Jardieu stated that the growth has been conservatively projected at 1.8% per year.

## **b. Review of Completed Projects**

City Planner Katie Jardieu presented an overview of the staff report submitted to the Commission.

### **i. Raymore Activity Center - Site plan approved on November 15, 2016**

**Q** - *What aspects of the design do you like or dislike? Would you like to see design elements from this design, as well as Centerview, in other Parks projects as an element of continuity?*

a. After discussion amongst the Commissioners, the general consensus is that the Raymore Activity Center (RAC) should have the sidewalks completed per the approved plan, and should have beautification measures completed once the next building phase is complete. The Commissioners like the wood elements of the building, as well as the continuity between the RAC and Centerview, and encourage the use of these design elements in future Parks projects.

### **ii. Brightside Children's Center Expansion - Site plan approved on May 15, 2018**

**Q** - *Does this give the intended architectural relief? Do the different material types help achieve the design where there isn't relief?*

a. After discussion amongst the Commissioners, the general consensus is that the project expansion is architecturally the same as the plan drawings, and the different design elements and roof detailing give the impression of architectural relief. The Commissioners also agreed that the distance from the road was well planned for the facility, and that the building design maintains the architecture of the neighboring buildings nicely.

### **iii. Discover Vision Center - Site plan approved on July 18, 2017**

**Q** - *Do you like the mix of materials to help achieve the 4-sided design?*

a. The Commissioners discussed a few topics for this project. They agreed that the building has a modern exterior, and that it is appealing and fits in with the other buildings around it, especially the shopping strip at 58 Hwy and Dean Ave. The Commissioners also like how close the building is to 58 Hwy, and the trees planted around the trash dumpster area, as long as they continue to maintain the landscaping. Commissioner Bowie feels

that the entrance is somewhat odd, but overall agrees with the general consensus.

- iv. American Self Storage - Site plan approved on August 15, 2017
  - Q - Does the landscaping around the monument sign achieve the necessary result? Is landscaping at the monument base something the City of Raymore should continue to require?**
    - a. The general consensus by the Commissioners for this project is that the main building is too close to 58 Hwy, and the monument sign is insignificant and will be overgrown by the landscaping that has been planted around it unless maintained appropriately. They feel that the building architecture is too industrial and that the homeowners on each side of the property have cause to be unhappy with the tree removal/replanting along the east and west sides.
- v. Schlotzsky's - Site plan review by Commission not required
  - Q - Should the City require plan review when commercial or industrial sites have a change of use and/or when exterior changes are made to the building? What should the threshold be for Site Plan review while still remaining flexible to encourage development?**
    - a. Ms. Jardieu explained that Development Services staff maintain a right to approve designs with a less than 10% change to the building. After reviewing, a few Commissioners came to a conclusion that this building should have been brought to the Commission, as they feel that more than 10% of the building has been changed. The rest of the Commissioners did not feel that the building needed to have gone through Plan Review, although they questioned how much change is allowed within the 10% guideline. The commissioners agreed that the building is appealing looking, and that the transition was done well, but that in the future, the change in use of the building (ex., from a restaurant into a clothing retailer) should be taken into consideration when deciding to submit plans to Plan Review.
- vi. Compass Health - Site plan approved on December 17, 2019
  - Q - What aspects of the design are successful? Are there aspects to be improved?**
    - a. After discussion, the Commissioners agreed that the building fulfilled the plan, although Commissioner Wiggins stated that he would have liked to see the original plan completed and the pond on the property.

## 8. City Council Report

Development Services Director Jim Cadoret stated that there have been two meetings of Council since the Commission last met. The February 22nd agenda was very short, with no development items included. The March 8th meeting had one item of new business. The Planning Commission had given a favorable recommendation for the Alexander Creek phase 4 preliminary plat, and on March 8th, Council accepted the recommendation and unanimously approved the preliminary plat. They have started sitework, and will be required to come back to the Commission and Council for the final plat.

## 9. Staff Report

Ms. Jardieu stated that the single family homes are keeping in stride with last year. Scooter's Coffee is beginning to train employees and should be opening in around a week or so. The April 6th meeting has gotten two applications: Parkside - first phase final plat, and South Town Storage site plan review. April 12th is when Parkside will go before the City Council. There has been a plan submitted for part of the Carroll property on the What's Happening app. The Venue at the Good Ranch is continuing to

be reviewed, a final plat is still needed, but they are moving forward. The Sunset Plaza townhouses should be coming soon, they have to wait until April, but should be moving forward fairly quickly.

## 10. Public Comment

No public comment.

## 11. Commission Member Comment

Commissioner Bowie appreciates the information, no other comments or questions.

Commissioner Engert thanked the city staff, and will be encouraging voters on the Use Tax.

Commissioner Petermann had no comments this evening.

Commissioner Fizer enjoyed the Community Conversation a few weeks ago, and it's a good opportunity for people to speak their opinions.

Commissioner Faulkner thanked everyone, and informed everyone that Judy Goff has passed away, and shared a bit of history of her time with the City Council.

Commissioner Mansur thanked Mr. Ekey for the presentation for the Use Tax, thanked Ms. Jardieu, and city staff.

Chairman Wiggins thanked city staff, and stated that he enjoys this type of exercise to talk about finished projects.

Mayor Turnbow had no comments this evening.

## 12. Adjournment

**Motion by Commissioner Mansur, Seconded by Commissioner Petermann, to adjourn the March 16, 2021 Planning and Zoning Commission meeting.**

### Vote on Motion:

Chairman Wiggins	Aye
Commissioner Faulkner	Aye
Commissioner Bowie	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Engert	Aye
Commissioner Urquilla	Absent
Commissioner Mansur	Aye
Mayor Turnbow	Aye

**Motion passed 8-0-0.**

The March 16, 2021 meeting adjourned at 8:19 p.m.

Respectfully submitted,

Emily Jordan



**THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, OCTOBER 27, 2020, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.**

**MEMBERS PRESENT:** Chairman Trautman; Members Bartow, Casas, Collier, Harris, Houdyshell, Manson, Supple and Williamson.

**STAFF PRESENT:** Director Musteen, Park Superintendent Rulo, Recreation/Facilities Superintendent Gibbs and Office Assistant Naab.

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

**2. Roll Call**

**3. Pledge of Allegiance**

**4. Personal Appearances**

Audrey Collins of Troop 7032 presented her Eagle Scout Project idea to the Park Board. Ms. Collins will be replacing the tennis backboard at the Memorial Park courts. Staff supports the project and the Board was in favor.

**5. Consent Agenda**

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

A. Park Board Minutes

September 22, 2020

**Motion:** Member Harris moved to accept the Park Board minutes of September 22, 2020.  
Member Manson seconded the motion.

**Discussion:**

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

**6. Staff Reports**

Recreation/Facilities Superintendent Gibbs highlighted his report.

Parks Superintendent Rulo highlighted his written report.

Director Musteen highlighted his report. He presented a plaque to Boyd Fields in honor of his service to the department for 22 years. Boyd is retiring at the end of October.

**7. Old Business - None**

## 8. New Business

### A. Adopt a Trail - Policy Action Item

Staff presented a revised policy for the Adopt a Trail program for Park Board Review.

**Motion:** Member Harris moved to approved the revised policy for the Adopt a Trail Program as presented.  
Member Houdyshell seconded the motion.

**Discussion:**

<b>Vote:</b>	9 Aye	Member Bartow	Aye
	0 Nay	Member Casas	Aye
	0 Absent	Member Collier	Aye
		Member Harris	Aye
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Supple	Aye
		Member Trautman	Aye
		Member Williamson	Aye

### B. Internship Program Action Item

Staff presented a revised internship program for Park Board Review.

**Motion:** Member Harris moved to approve the revised Internship program. Program as presented.  
Member Manson seconded the motion.

**Discussion:**

<b>Vote:</b>	9 Aye	Member Bartow	Aye
	0 Nay	Member Casas	Aye
	0 Absent	Member Collier	Aye
		Member Harris	Aye
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Supple	Aye
		Member Trautman	Aye
		Member Williamson	Aye

## 9. Public Comment

## 10. Board Member Comment

## 11. Adjournment

**Motion:** Member Harris moved to adjourn the regular meeting.  
Member Manson seconded the motion.

**Discussion:** None

<b>Vote:</b>	9 Aye	Member Bartow	Aye
	0 Nay	Member Casas	Aye

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0 Absent	Member Collier	Aye
	Member Harris	Aye
	Member Houdyshell	Aye
	Member Manson	Aye
	Member Supple	Aye
	Member Trautman	Aye
	Member Williamson	Aye

The regular meeting of the Raymore Park Board adjourned at 7:50 pm.

Respectfully submitted,  
Greta Naab  
Office Assistant



**THE RAYMORE PARKS AND RECREATION BOARD MET IN SPECIAL SESSION TUESDAY, DECEMBER 8, 2020, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.**

**MEMBERS PRESENT:** Chairman Trautman physically present with the following members participating via zoom: Members Collier, Bartow, Williamson, Casas and Harris. Member Manson arrived after roll-call and was present for all business. Members Supple and Houdyshell were absent.

**STAFF PRESENT:** Director Musteen was physically present.

**1. Call to Order:** Chairman Trautman called the meeting to order at 6:00pm.

**2. Roll Call**

**3. Pledge of Allegiance**

**4. New Business**

A. Recreation Park Trail Improvements Action Item

Director Musteen presented a recommendation for award of contract for the trail improvements at Recreation Park along Madison Street and a crosswalk at the Raymore Activity Center to Spalding Contractor's LLC in the amount of \$168,184.00.

Some questions and discussion.

**Motion:** Member Harris made a motion to accept the recommendation of staff. Member Casas seconded the motion.

**Discussion:**

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

**5. Board Member Comment**

**6. Adjournment**

**Motion:** Member Harris made a motion to accept the recommendation of staff. Member Williamson seconded the motion.

**Discussion:**

<b>Vote:</b>	7 Aye	Member Bartow	Aye
	0 Nay	Member Casas	Aye
	2 Absent	Member Collier	Aye
		Member Harris	Aye

**APPROVED: March 23, 2020 (7-0, 2 absent)**

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Member Houdyshell	Absent
Member Manson	Aye
Member Supple	Absent
Member Trautman	Aye
Member Williamson	Aye

The special meeting of the Raymore Park Board adjourned at 6:24 pm.

Respectfully submitted,

Nathan Musteen  
Director of Parks & Recreation

**THE RAYMORE PARKS AND RECREATION BOARD MET IN SPECIAL SESSION TUESDAY, MARCH 9, 2021, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.**

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

**STAFF PRESENT:** Director Musteen, Park Superintendent Rulo and Recreation/Facilities Superintendent Gibbs

**1. Call to Order:** Chairman Trautman called the meeting to order at 6:02pm.

**2. Roll Call**

**3. Pledge of Allegiance**

**4. Presentation**

Assistant City Manager Mike Ekey attended the meeting and provided the Board a brief presentation on the upcoming Use Tax issue on the April 6 ballot. Ekey explained the difference between a use tax and sales tax and that the additional funds collected would be used to offset costs associated with increasing employees in the Parks, Public Works and Police departments. Recommendations for staffing levels were discussed and provided by the Mehorando Group Staffing Study.

**5. New Business**

A. Hawk Ridge Park Design Contract Action Item

Staff presented a recommendation for award of contract for the design and consultant fees associated with the improvements at Hawk Ridge Park. During February, staff worked with the CFS Engineer team to identify the scope of work and present a project that meets the expectations as defined by the 2020 G.O. Bond initiative and stays within the funding allocated for both Hawk Ridge Park and Sunset Lane improvements.

The Hawk Ridge Park portion of the proposal includes west side improvements for the practice soccer fields and connecting road while the east side improvements include an entrance plaza and parking. The contract also includes provisions for additional improvements should funding allow.

Musteen explained that upon approval by the Parks and Recreation Board, staff will enter into final negotiations and present to the City Council for approval as one contract for both Hawk Ridge Park and Sunset Lane.

**Motion:** Member Harris made a motion to accept the recommendation of staff. Member Houdyshell seconded the motion.

**Discussion:**

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

**APPROVED: March 23, 2020 (7-0, 2 absent)**





The special meeting of the Raymore Park Board adjourned at 6:16 pm.

Respectfully submitted,

Nathan Musteen  
Director of Parks & Recreation



**PROCLAMATION**

**WHEREAS**, when our community faces a crisis, whether on an individual level or on a massive scale, when seconds count and the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property, Public Safety Telecommunicators stand ready to answer the call 24 hours a day; and

**WHEREAS**, the safety of our police officers, firefighters and paramedics is dependent upon the skill of our Public Safety Telecommunicators in obtaining accurate information from citizens who contact the Raymore Police Department Communications Center; and

**WHEREAS**, Public Safety Telecommunicators are first responders in the truest sense, but often go unheralded for the critical role they play in the success of any Police, Fire or EMS call for service; and

**WHEREAS**, Public Safety Telecommunicators are a vital link for police officers, firefighters and paramedics by monitoring their activities by radio, providing them information and ensuring their safety; and

**WHEREAS**, the Public Safety Telecommunicators of the Raymore Police Department contribute immeasurably to the safety of our community by demonstrating compassion, understanding and professionalism each day in the performance of their duties.

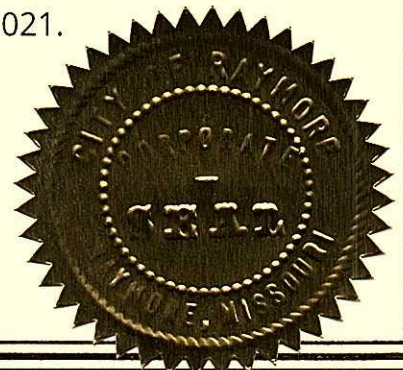
**NOW THEREFORE**, I, Kristofer P. Turnbow, Mayor of the City of Raymore, Missouri do hereby proclaim the week of April 11th through 17th, 2021, as

**NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK**

in the City of Raymore in honor of the men and women whose diligence and professionalism keep our City and citizens safe.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 12th day of April, 2021.

*Kristofer P. Turnbow*  
Kristofer P. Turnbow, Mayor





**PROCLAMATION**

**WHEREAS**, when the health and welfare of animals in the City of Raymore is at stake, Animal Control professionals are needed to ensure the safety and well-being of both domestic and wild animals; and

**WHEREAS**, the safety of our citizens is dependent upon the skills of these professionals to assist the community in providing a disease-free, nuisance-free environment through enforcement and education; and

**WHEREAS**, the Animal Control personnel of the Raymore Police Department often risk life and limb to protect the citizens and animals of this community; and

**WHEREAS**, many animals, both domestic and wild, owe their lives to the unwavering efforts of Animal Control personnel that have rescued them from injury, disease, abuse, and starvation by providing necessary food, shelter, and medical attention; and

**WHEREAS**, the Animal Control Officers of the Raymore Police Department have contributed substantially to the overall safety of our community by demonstrating compassion, understanding and professionalism during the performance of their duties.

**NOW THEREFORE**, I, Kristofer P. Turnbow, Mayor of the City of Raymore, Missouri do hereby proclaim the week of April 11th through 17th, 2021, as

**NATIONAL ANIMAL CARE and CONTROL APPRECIATION WEEK**

in the City of Raymore in honor of the women whose diligence and professionalism keep our City, citizens, and animals safe.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 12th day of April, 2021.

*Kristofer P. Turnbow*  
Kristofer P. Turnbow, Mayor

