



## **AGENDA**

Raymore City Council Regular Meeting  
City Hall – 100 Municipal Circle  
Monday, January 9, 2017

7:00 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**
  - A. Status of Capital Improvements (pg 7)
  - B. Community Development (pg 23)
  - C. Parks and Recreation (pg 29)
  - D. ETC Survey (verbal)
  - E. Monthly Court Report (pg 33)
  - F. 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, December 27, 2016 (pg 37)
- B. Appointments and Affirmations of Membership to Incentive District Boards

Reference: - Resolution 17-01 (pg 45)

Because the timing of the expiration of the City CID and TDD board terms varies based on when the District was formed, in the past City staff has brought forward a Resolution for approval which makes all the board appointments to all the Districts for the upcoming year. The Resolution shows each of the members currently serving on the boards, even if the members are not being re-appointed, in order for the City Council to better track who is serving on the various boards.

C. Appointment of Loren Jones, II as an Alternate Member of the Board of Adjustment

Reference: - Resolution 17-02 (pg 49)  
- Volunteer Application (pg 50)

Mayor Turnbow has nominated Loren Jones, II to serve as an alternate member on the Board of Adjustment. A Resolution approving the appointment has been prepared accordingly.

D. Re-appointment of Board of Appeals Members

Reference: - Resolution 17-03 (pg 51)

Terms for all members of the Board of Appeals have expired. Three "regular" members are required to have experience in the construction field. Mayor Turnbow nominates regular members Mike Cox, Chad Buck and Randy Reed to another term on the board. Mayor Turnbow nominates Lloyd Brown of Brown Restoration to serve in the "Layperson" slot. The layperson member does not have to have construction experience (Mr. Brown does), but neither is such experience forbidden to be a layperson member. Mayor Turnbow nominates Dick Maynard (a licensed plumber) to serve as the alternate member. Mayor Turnbow nominates Meredith Hauck to serve as the staff member to the Board. All terms are for three years.

E. 2016 Street Preservation / Overlay - Acceptance and Final Payment

Reference: - Resolution 17-04 (pg 53)

The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications.

**9. Unfinished Business. Second Reading.**

## 10. New Business. First Reading.

### A. Award of Contract - Johnston Drive Extension - Design

Reference: - Agenda Item Information Sheet (pg 59)  
- Bill 3231(pg 63)  
- Contract (pg 65)

This contract involves design services for the extension of Johnston Drive from Darrowby Drive to Dean Avenue approved by the voters as part of the 2016 General Obligation Bond election. In the memo included in the Council packet, staff summarizes the scope of work to be performed and recommends award of the project to Bartlett & West Inc.

### B. Adopting LAGERS Benefit Program L-6

Reference: - Agenda Item Information Sheet (pg 97)  
- Bill 3230 (pg 99)

As part of the FY17 budget, funding was included to move the City from LAGERS Benefit Program L-7 (1.5%) to LAGERS Benefit Program L-6 (2.0%). The calculated cost to make this change is \$399,677 in all operating funds. The yearly savings realized from the transition to City-owned streetlights was used in large part to fund this program.

**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, 12/5/16 (pg 103)
  - City Council Work Session Notes, 12/19/16 (pg 105)
  - Charter Review Commission Minutes, 12/20/16 (pg 107)
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## **EXECUTIVE SESSION (CLOSED MEETING)**

**The Raymore City Council is scheduled to go into executive session to discuss personnel matters as authorized by RSMo 610.021 (3).**

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





## **Status of Capital Improvements -January 9, 2017**

### **Buildings & Grounds**

#### 2017 Projects

City Hall Phone System - This project involves the replacement of the Inter-tel digital phone system with a hosted cloud based system including 77 VOIP handsets and conference phones at the City Hall location. The current Inter-tel phones are 12 years old. Buttons are wearing out, some handsets are failing. A VoIP phone system uses half the wiring required for a digital phone system. Digital phones require both a voice and a data cable, whereas VoIP systems plug the phone into an Ethernet wall plate, and then plug a computer into the back of the phone, so there's only one cable to the desk with VoIP systems. VoIP call costs are generally lower than costs with digital phones. *BERP Fund \$45,000 (JM)*

Security Cameras at Parks & Public Works - This project involves the installation of a total of 20 security cameras in Recreation Park, Memorial Park, Moon Valley Park and the public works facility. The installation of additional cameras in these locations would allow for continuous monitoring by the Police department. Cameras would be placed to view public areas and concessions stands. Staff is currently working with Comcast to install cable Internet to Parks locations and then security cameras will be scheduled to be installed. *Capital Improvement Sales Tax Fund \$35,000 (JM) 01/09/2017*

Internet and Public Wifi in the Parks - This project involves the installation of internet service and public wifi at the concession stands in Recreation Park and Memorial Park. Internet access at these locations would allow for electronic purchasing transactions at the concession stands and the wifi will enhance the park experience for patrons. Staff is currently working with Comcast to install cable Internet to Parks locations. *Capital Improvement Sales Tax Fund \$18,000 (JM) 01/09/2017*

Public Works Facility Flooring Replacement - This project involves the replacement of all the office carpet at the Public Works Facility. The carpet is the original carpet installed. It has exceeded its life expectancy and is showing wear and tear. *BERP Fund \$10,000 (MEK)*

Public Works Facility - LED Lighting - This project involves replacing 21 florescent bulbs and 13 exterior wall packs with LED lights at the Public Works Maintenance Facility. This project will provide for more efficient lighting at the facility. The lighting in City Hall was recently converted to similar fixtures and is realizing an average monthly reduction in electrical usage of 15%. The internal lights have been delivered and are currently being installed by the Building Maintenance Tech. Staff is working with the current electrical contractor to secure additional outside lighting under a rebate program through KCP&L. *BERP Fund \$5,000 (MEK) 12/27/16*

Municipal Complex - Micro Surface - This project involves micro surfacing the City Hall parking lot, Municipal Circle, Broadmoor & Skyline Drive. The City's pavement management plan calls for routine maintenance of paved areas. The area surrounding City Hall is showing cracks and pavement oxidation at a level that warrants surface treatment. *\$40,000: BERP Fund \$16,000, Transportation Sales Tax Fund \$24,000 (MEK)*

City Hall Front Entry Repair - This project involves repairs to the storefront entry way and entrance slab to City Hall. The scope of work for these repairs includes items such as: removal and replacement of existing flashing, modifications to the front entrance doors to make them water tight, removal of the existing front slab to determine and abate the source of the water entering the evidence room. The existing storefront is showing deterioration due to numerous water leaks, in addition there continues to be a chronic leak from the windows at the finance office to the evidence storage room below. *BERP Fund \$60,000 (MEK)*

Public Works Interior Painting and Repairs - This project involves repainting the interior of the Public Works Operations Maintenance Facility along with various sheetrock repairs. The building is approaching ten years old, the paint and walls are exhibiting normal wear and tear. This recommended maintenance is part the scheduled BERP projects. *BERP Fund \$30,000 (MEK)*

Municipal Circle Parking Improvements - This project will provide 120 angle parking stalls which will double the amount of parking around the perimeter of Municipal Circle. It will also change the traffic flow of Municipal Circle from two-way traffic to one-way traffic. Also included in this project is a driveway connection to Broadmoor Drive from the lower level parking lot for emergency vehicles along with an additional driveway approach from the lower parking lot to the east side of Municipal Circle. With the opening of Municipal Center this project will provide increased parking for large events at the Municipal Center. In order to provide angle parking it is necessary to change the traffic flow to one-way to allow for the 18 foot deep stalls and maintain a minimum driving width of 13 feet. *Transportation Sales Tax Fund \$35,000 (MEK)*

## 2016 Projects

- Public Works Facility Roof Repair: This project involves repairing the existing public works facility roof. This building experiences constant water leaks. A bid opening has been scheduled for August 10, 2016 Staff is working with the apparent low bidder to finalize a scope of work for the project. *Building/Equipment Repair and Replacement Fund, \$35,500 (MEK)*
- City Hall Lower Level Fire Suppression Modification: This project involves changing the current sprinkler system from a wet suppression system to a dry suppression system. The current system is not optimal for the type of records storage for which the space is used. *Building/Equipment Repair and Replacement Fund, \$45,000 (MEK)*
- 201 S. Adams Street Property: This project involves remediation of hazardous materials, demolition of structures and restoration of site. The house was demolished and properly backfilled the week of September 19, 2016. The area has been seeded. The fence was removed for the winter and staff will release the project in the spring after establishment of turf. *Capital Improvement Sales Tax Fund, \$30,000 (CW) 12/27/16*

### 2013 Projects

- Police Firing Range: Staff worked with the landlord of the property to complete desired improvements to include a backstop, fencing, and additional dirt work for berming. Cost for backstop and fencing portion totals \$9,600. Staff is looking into adding electricity, portable restroom facility, target system and additional security measures. *Capital Improvement Fund, \$94,000. (JZ) 11/28/16*

## **Community Development**

### 2017 Projects

- T.B. Hanna Station Parking Improvements - This project will provide on street angle parking on; Maple Street between Adams St and Washington St. Adams St. between Maple and Olive, and Olive from Adams to the Depot. As part of the purchase of the 201 S. Adams St. property the City agreed to construct angle parking on Maple St. from Adams St. to Washington St. to be completed in 2017. With the improvements approved by the voters for the remainder of the property, there will be an increased need for additional parking within close proximity to the features. *Capital Improvement Sales Tax Fund \$68,000 (MEK)*
- Railroad Business Car - This project involves the acquisition of a donated 1899 railroad executive business car. The car will be renovated to be utilized as a conference center/meeting space. It would include a kitchen, bathroom, conference space with seating and a serving area/bar. This project would provide additional meeting space while honoring the historic ties our

community has with the railroad. The RFP's for relocation and for renovation were issued on Friday November 4, 2016 with bid openings on November 22, 2016. Staff received one bid for the renovation. *Capital Improvement Fund, \$301,500.* (MEK) 11/28/16

## 2016 Projects

- Decorative Light Installation - Elm St.: This project involves the installation of two decorative lights along the sidewalk within the Elm Street right of way between Monroe and Franklin. The sidewalk was installed along this right of way several years ago to create a small gathering space on the southern boundary of the Original Town area. The Original Town plan calls for decorative lighting to define the boundary. This project will complete the light installation. Installation was completed November 10, 2016 *Capital Improvement Sales Tax Fund, \$12,000* (MEK) 11/28/16

## Parks and Recreation

### 2017 Projects

- Memorial Park Improvements: This project will provide much needed improvements at Memorial Park including upgrades to the walking trail, the addition of a loop trail and lighting of the sand volleyball courts. Staff is working with Engineering on the scope of services to bid out the project. This project will include the ADA Access to fields #1 and #2. An RFP will be open for bids in early January. *Park Sales Tax Fund, \$150,000* (NM) 12/27/2016
- ADA Access to Memorial Park Ball Fields: A project that improves the accessibility on fields #1 and #2 at Memorial Park. Concrete pads will be installed at the spectator areas of both fields and connect to the future trail scheduled for FY17. Staff is working with Engineering on the scope of services to bid out the project. This project will be bid out in conjunction with the Memorial Park Improvements. Please see the update for the MP Improvements. *Park Sales Tax Fund, \$65,000* (NM) 12/27/2016
- Memorial Park West Parking Lot Extension: With the improvements scheduled for Memorial Park's west side, the current parking lot is not sufficient to support the expected use. This project will expand the current lot and increase parking opportunities. Staff is working with Engineering on the scope of services to bid out the project. *Park Sales Tax Fund, \$37,500* (NM) 12/12/2016
- Ward Park Shelter Facility: A small picnic shelter will be built on a 12' x 12' pad to provide shade and offer a place to rest and picnic near the playground at Ward Park. Staff is researching designs and working with manufacturers to provide feasible options for the Park Board. *Park Sales Tax Fund, \$6,500* (NM) 1/9/2017

- Raymore Arboretum: This project converts the west side of Memorial Park into a living Arboretum with entrance and educational signage and supplemental tree planting. This project provides the Raymore Tree Board the opportunity to fund enhancements at the designated area of Memorial Park into an Arboretum. The Arboretum will provide a destination location for Memorial Park and preserve the park's natural resource while provide educational opportunities for residents and the local schools. Staff presented signage samples to the Tree Board on 11/16/16. This project will move forward after the Memorial Park Improvements and Parking Extension projects are complete. *04 - Restricted Revenue Fund \$10,000 (NM) 1/9/2017*
- Trail Lighting: This project involves a systematic study of costs, safety and needs assessment prioritizing the installation of lights along the trail system in the Parks and Recreation Department. Once the trail portions have been identified, staff will begin installation in the high priority areas. Discussion from the Community Conversations and resident safety drives the need for trail lighting. *Park Sales Tax Fund, \$100,000 (NM)*
- Park Maintenance Facility Fencing & Building Apron - This project would involve installation of a six foot high chain link fence around the work area on the east side of the main shop facility, along with a concrete parking apron and maintenance bay approach to the building. The parking lot is currently gravel and the driveway approach is deteriorating. A recent MPR risk management audit identified the Parks work area east of the shop as a high risk for liability and recommends enclosure as soon as possible. *Capital Improvement Sales Tax Fund \$50,000, (NM)*

## 2016 Projects

- Hawk Ridge Park Phase (I-b) ADA Dock: This phase 1 project will start adding amenities to the Hawk Ridge Park. This particular project involves the purchase and installation of an ADA dock in Johnston Lake at the park. Staff worked with CAPS (Community Assistance Program) with the Missouri Department of Conservation seeking opportunities for grants and partnerships to obtain additional funding. The Council and Park Board approved an updated agreement in which the MO Department of Conservation will provide assistance with this project and other amenities totalling 75% of total project costs,. In addition, a 50 ft long fishing jetty will be added to the overall fishing access portion of the project. Bill 3222 Award of Contract to Confluence for Hawk Ridge Park design and engineering, was approved for 1st reading on November 28. A notice to proceed was issued on December 16. Staff met with Confluence for a kick-off meeting on Friday the 16th. *Parks Sales Tax Fund, \$45,000 (NM) 12/27/2016*
- Hawk Ridge Park Phase (I-c) Restroom: This phase 1 project will start adding amenities to the Hawk Ridge Park. This project would involve the installation of a restroom facility at the park. There is currently no water or electricity in

the Park. With a trail and a fishing dock being added to Hawk Ridge Park in 2016, there will be increased use and the need for these facilities. This project has been partnered with the ADA Dock listed above and is also being completed and jointly funded under the CAPS agreement. *Park Sales Tax Fund, \$90,000 (NM) 12/27/2016*

- Recreation Park Baseball Fields Shade Structure Project: This project involves the installation of spectator shade structures at the Recreation Park ballfields. These structures will provide shade and foul ball protection for park patrons. This project was contracted in June 2016. Mobilization began November 21, post materials have been delivered, however has been delayed due to utility locates. Work has commenced and progresses daily. *Park Sales Tax Fund, \$194,000 (NM) 12/27/2016*

### 2015 Projects

- Hawk Ridge Park Walking Trail - Lake Loop  
In 2015 the Park Board approved staff to prepare an RFP for the construction of a trail around Johnston Lake in Hawk Ridge Park. This trail will be a concrete path that is 4" in depth and 10' in width that loops around the perimeter of Johnston Lake. This project was initially delayed and has been partnered with the ADA Dock listed above. The loop trail is also being completed and partially funded under the CAPS agreement. *Park Sales Tax Fund, \$160,000; (NM) 12/27/2016*

### 2014 Projects

- Disc Golf Course: This project involves the creation of a disc golf course in Recreation Park. In February 2014, the Park Board directed that the Disc Golf Course be designed in house. Park Board Member Eric Eastwood volunteered to complete the course design and present it to the Park Board for its review. The Park Board reviewed the Disc Golf Project during its November 2015 and January 2016 Work Sessions. Park Staff installed a french drainage system on the southeast corner of the Recreation Park Trail near Hole #10 and the kiosk has been installed for the back 9 holes. Course signage and current Hole re-location will be designed to accommodate changes in the course with the addition of the new Activity Center. Additional sleeves for alternate holes have been installed. The Park Board reviewed signage options in the October work session. Staff requested three quotes and selected a vendor. Final design is complete. Manufacturing began the 1st week of January. *Park Sales Tax Fund, \$25,000 (NM) 1/9/2017*

### 2013 Projects

- Landscaping Throughout the City - This project involves replacing or installing trees, shrubs and flowers in four City parks. Project was bid in September, 2013, but all bids received were either unresponsive or high. A new Request for Bid (RFB) has been issued. The bid opening is scheduled for

Thursday, April 10<sup>th</sup>. Two bids were received for this project. Neither bid complied with specifications of the RFP. The bids were rejected and staff will do the work in house buying the plants as needed. A special fund has been established to accurately track all expenditures related to this project. Park Staff has planted trees along the trail at Moon Valley Park and installed a Butterfly Garden at Eagle Glen Natural Area. Additional plantings have been completed that include annuals for beautification in flower beds, park trees and general landscaping. Staff will be utilizing these funds for additional plantings in the proposed Memorial Park Arboretum area and for park entrance beautification. *Park Sales Tax Fund, \$28,700. (SR) 2/8/16*

## **Sanitary Sewer**

### 2017 Projects

- Sanitary Sewer Inflow & Infiltration Reduction: This project involves relining of sewer mains, sealing of manholes and other actions to eliminate the infiltration of clean water entering the sanitary sewer system. In FY 2017, efforts will focus in the Good Ranch, SkyVue, Moon Valley and Park Place subdivisions. Clean water entering the sanitary sewer system results in increased costs due to the need to have larger pump stations and having pumps run more often than necessary, thereby increasing utility costs. In addition, the increased inflow/infiltration increases treatment costs for treatment by the Little Blue Valley Sewer District (LBVSD). The City has committed to LBVSD to make substantial efforts to reduce inflow and infiltration. The 2004 Sanitary Sewer Master Plan identified areas of significant inflow and infiltration throughout the city. This project will continue the City's longstanding annual program to alleviate inflow and infiltration in identified areas. *Enterprise Capital Maintenance Fund, \$120,000 (MEK)*
- Silvertop Sewer Replacement - This project involves replacing approximately 300 feet of failed clay sewer pipe along Silvertop Lane in the vicinity of Cove Drive. In response to several inquires regarding sewer backups in this area, Public Works staff televised the lines and discovered several sags and failed pipe that are impeding sewer flow. *Enterprise Capital Maintenance Fund, \$60,000 (MEK)*

### 2016 Projects

- Sanitary Sewer Inflow & Infiltration Reduction: This project involves relining of sewer mains, sealing of manholes and other actions to eliminate the infiltration of clean water entering the sanitary sewer system. In FY 2016, efforts will be focused in subdivisions south of Lucy Webb Road and west of Madison Street. Clean water entering the sanitary sewer system results in increased costs due to the need to have larger pump stations and having

pumps run more often than necessary, thereby increasing utility costs. In addition, the increased inflow/infiltration increases treatment costs for treatment by the Little Blue Valley Sewer District (LBVSD). The City has committed to LBVSD to make substantial efforts to reduce inflow and infiltration. The 2004 Sanitary Sewer Master Plan identified areas of significant inflow and infiltration throughout the city. This project will continue the City's longstanding annual program to alleviate inflow and infiltration in identified areas. Staff anticipates advertising this project for bid in September Council will be considering a contract award for this project at the November 14 City Council Meeting. *Enterprise Capital Maintenance Fund, \$127,566 (MEK)*

## **Storm Water**

### **2017 Projects**

- **Annual Curb Replacement**: The City is in the midst of a multi-year program to address curb deterioration. The proposed FY 2017 and future funding from both the Transportation and Stormwater Funds will provide for removal and replacement of approximately 20,000 feet of curb and gutter at various locations each year. The concrete curb and gutter has deteriorated in many areas throughout the City. In 2012, Engineering staff completed a condition survey of curb and gutter throughout the city and that survey is being updated during the summer and fall of 2016. The cost of the replacement program is being borne by both the Stormwater and Transportation Funds in recognition of the fact that curbs serve both as a road support device and as a stormwater conveyance measure. *Stormwater Fund, \$100,000 (MEK)*
- **Detention Pond Rehab/Beautification Partnership** - This project involves the pilot of a program to modify an existing detention pond to proper EPA standards and provide education and training to the landowner to cover the proper annual maintenance. The project will involve tasks such as; removal of existing vegetation, regrading of pond bottoms, removal of low-flow concrete channels, and replacing these items with the appropriate plantings identified in the MARC/APWA Best Management Practices Manual. There are a number of detention ponds throughout the City that have become overgrown with vegetation which is impacting their ability to control stormwater. Also this limits their ability to provide any water quality treatment as required by current regulatory standards. *Capital Improvement Sales Tax Fund \$50,000 (MEK)*
- **City Hall Detention Pond** - This project involves the modification of the existing detention pond to proper EPA standards and the creation of a proper annual maintenance program. The City Hall detention pond has become overgrown with vegetation. The purpose of this project is for the City to upgrade the existing detention pond and make the necessary adjustments

in order to provide enhanced water quality measures prior to discharging water from the site which ultimately drains into Silver Lake. *Capital Improvement Sales Tax Fund \$80,000 (MEK)*

- Municipal Center BMPs - This project involves the creation and implementation of BMPs (Best Management Practices) for the storm water detention areas associated with the Municipal Center property. The primary purpose of using BMPs is to protect beneficial uses of water resources through the reduction of pollutant loads and concentrations, and through reduction of discharges (volumetric flow rates) causing stream channel erosion. *Stormwater Fund, \$80,000 (MEK)*
- FY17 Stormwater Improvements - This project involves several stormwater improvement projects at locations throughout the City: Dean Ave - Culvert Installation, Park Dr. - Replacement of collapsed culvert south of Lillian Lane. Sierra Court - Underdrain installation and 58 Hwy - Headwall Repairs. During heavy rain events the discharge through the culvert which drains to the field, to the west, exceeds the capacity of the roadside swale along the southbound lanes of Dean Ave. The culvert pipes under Park Drive and along side yards have failed and are causing sinkholes and pavement settlements. The chronic flow of groundwater across the pavement is causing premature pavement failure on Sierra Court. The headwalls of two culvert crossings have deteriorated and are causing edge of roadway failures on 58 Hwy. *Capital Improvement Sales Tax Fund, \$74,000 (MEK)*
- Cul-de-sac Program - This project involves a pilot program to modify several cul-de-sacs to include an island rain garden. res of concentration in 2017 are: N. Oxford, Meadowlark Dr and Rachel Circle. There are a number of cul-de-sacs throughout the City that have a considerable amount of asphalt with no center island. *Transportation Fund, \$100,000 (MEK)*

## 2016 Projects

- Annual Curb Replacement: The City is in the midst of a multi-year program to address curb deterioration. The proposed FY 2016 and future funding from both the Transportation and Stormwater Funds will provide for removal and replacement of approximately 20,000 feet of curb and gutter at various locations each year. The concrete curb and gutter has deteriorated in many areas throughout the City. In 2012, Engineering staff completed a condition survey of curb and gutter throughout the city and that survey is being updated during the summer and fall of 2015. The cost of the replacement program is being borne by both the Stormwater and Transportation Funds in recognition of the fact that curbs serve both as a road support device and as a stormwater conveyance measure. Installation of curbs has been completed. Restoration of deteriorated areas will be completed in March 2017. The project is complete *Stormwater Fund, \$100,000 (MEK) 11/28/16*

- City-Wide Median Beautification: This project involves modification to existing decorative islands throughout the City to provide water quality improvements. There are a number of medians and islands throughout the City with no known party responsible for the maintenance. The purpose of this project is for the City to take over maintenance of these areas. The intersection of Huntsman and 58 Highway is complete. Staff is still currently working on six additional areas throughout the city, anticipated completion is scheduled for May 2017.. *Stormwater Fund, \$92,000 (MEK); 12/27/16*

## **Transportation**

### 2017 Projects

- Annual Curb Replacement Program: The City is in the midst of a multi-year program to address curb deterioration. The proposed FY 2017 and future funding from both the Transportation and Stormwater Funds will provide for removal and replacement of approximately 20,000 feet of curb and gutter at various locations each year. The concrete curb and gutter has deteriorated in many areas throughout the City. In 2012, Engineering staff completed a condition survey of curb and gutter throughout the city and that survey is being updated during the summer and fall of 2016. The cost of the replacement program is being borne by both the Stormwater and Transportation Funds in recognition of the fact that curbs serve both as a road support device and as a stormwater conveyance measure. *Transportation Fund, \$400,000 (MEK)*
- Annual Street Preservation Program: Street Preservation involves taking actions to preserve the local street network, which may include milling of streets and overlaying it with several inches of pavement, micro paving, chip/sealing, and crack sealing. This occurs in various locations around the City, approved by the City Council on an annual basis. The City's Comprehensive Pavement Management program outlines a regular maintenance schedule for the street network in order to maintain the network in "good" condition or better. In June of 2014, staff outlined a plan to address streets in the city that were beginning to fall into the "poor" category according to the Pavement Management Program and received Council approval to include the plan in the 2015 capital budget and beyond. Engineering staff has prepared a draft plan and presented it to the Director for review. *Transportation Fund, \$800,000 (MEK)*
- Annual Sidewalk Program: This project involves installation of sidewalks on streets that do not currently have sidewalks on either side of the street. Exact locations for installation are approved each year as part of a long-term program. Many of the older neighborhoods in Raymore are lacking any type of pedestrian system. A long-term sidewalk program is in place to install sidewalks on streets that do not currently have sidewalks on either side of the street. *Transportation Fund, \$117,000 (MEK)*

- Maintenance of Thoroughfare Routes: This project involves micro-surfacing collector and arterial roads on a regular six-year cycle. In FY 2017 this will entail Dean Ave and Lucy Webb. The City's Comprehensive Pavement Management Program recommends that collector and arterial streets receive surface treatments on a regular basis to preserve the integrity of the pavement and increase service life. *Excise Tax Fund, \$155,000 (MEK)*
- Audible Pedestrian Signals - This project involves modification to the pedestrian signals at the intersections of Mott Drive, Foxridge Drive, Sunset and Madison along 58 Hwy as well as the intersection of Lucy Webb and Foxridge Drive to install audible warnings to the pedestrian signals. As part of the Walk Friendly Community Initiative modifications of the pedestrian signals was identified as a need during our pedestrian system assessment. *Transportation Fund, \$30,000 (MEK)*
- Municipal Center Sidewalks & Lighting - This project involves installation of a 8 foot wide sidewalk and lighting along the outer edge of the circle along Lots 2,4,5,6 & 11 of Municipal Circle. With the completion of the Municipal Center there is a need to complete the pedestrian network within the municipal complex and provide the pedestrian connection to Johnston Drive. *Transportation Fund, \$114,000 (MEK)*
- Street Light Installation - This project involves the installation of street light for all development started prior to November 1, 2016 at the following locations: Edgewater 5th - 6 lights, Westbrook 11th - 6 lights, High Point 3rd - 3 lights and Brookside 10th - 6 lights. During 2016 the City purchased all the KCP&L street lights throughout the City effective June 1, 2016. At the time of purchase the City had collected a number of street light fees with the development permits. The City is now responsible for all street lights not yet installed prior to the permitting being changed to developer installation effective November 1, 2016. *Capital Improvement Sales Tax Fund \$88,000 (MEK)*

## 2016 Projects

- Annual Curb Replacement Program: Annual Curb Replacement: The City is in the midst of a multi-year program to address curb deterioration. The proposed FY 2016 and future funding from both the Transportation and Stormwater Funds will provide for removal and replacement of approximately 20,000 feet of curb and gutter at various locations each year. The concrete curb and gutter has deteriorated in many areas throughout the City. In 2012, Engineering staff completed a condition survey of curb and gutter throughout the city and that survey is being updated during the summer and fall of 2015. The cost of the replacement program is being borne by both the Stormwater and Transportation Funds in recognition of the fact that curbs serve both as a road support device and as a stormwater

conveyance measure. The project is complete. *Transportation Fund, \$490,000* (MEK) 11/28/16

- Annual Street Preservation Program: Street Preservation involves taking actions to preserve the local street network, which may include milling of streets and overlaying it with several inches of pavement, micropaving, chip/sealing, and crack sealing. This occurs in various locations around the City, approved by the City Council on an annual basis. The City's Comprehensive Pavement Management program outlines a regular maintenance schedule for the street network in order to maintain the network in "good" condition or better. In June of 2014, staff outlined a plan to address streets in the city that were beginning to fall into the "poor" category according to the Pavement Management Program and received Council approval to include the plan in the 2015 capital budget and suspend the normal street preservation program for one year. Since that time and with the removal of the project "Maintenance of Thoroughfare Routes" from the Transportation Fund into the Excise Tax Fund, additional funding can be utilized to address the normal street preservation program up to an amount of \$150,000. This project is complete. *Transportation Fund, \$800,000* (MEK) 11/28/16
- Annual Sidewalk Program: This project involves installation of sidewalk on streets that do not currently have sidewalks on either side of the street. Exact locations for installation are approved each year as part of a long-term program. Many of the older neighborhoods in Raymore lack a sidewalk or pedestrian path. Staff has finalized locations of the sidewalk and will be mailing notices for a Public Hearing at the April 25th Council Meeting. A Contract for this project will be presented to Council for consideration at the July, 11th City Council meeting. The contractor has installed the sidewalk along Stonegate Elementary and various locations. The project is complete. *Transportation Fund, \$117,000* (MEK) 11/28/16
- Maintenance of Thoroughfare Routes: This project involves micro-surfacing collector and arterial roads on a regular six-year cycle. In FY 2016 this will entail 58 Highway Dean Ave to J Highway. The City's Comprehensive Pavement Management Program recommends that collector and arterial streets receive surface treatments on a regular basis to preserve the integrity of the pavement and increase service life. *Excise Tax Fund, \$224,000* (MEK)
- Construction of Sunset Lane Gap: This project involves the construction of Sunset Lane to urban standards through the southern unplatted area of the Evan-Brook Development. An RFQ for Design Services is due March 17th. Staff has negotiated a cost share agreement with the property owner that will result in development of the entire parcel. The City Council will be considering approval of the final plat for Evan-Brook 7th which includes this work at it's meeting of October 24th. *Transportation Fund, \$350,000* (MEK)

- Installation of Sidewalk - Johnston Drive and Foxridge Drive: This project involves the construction of sidewalk in existing gaps along Johnston Drive and Foxridge Drive on the west side of the roads. This project will provide connectivity to retail areas adjacent to Creekmoor and Remington neighborhoods. This project will be combined with the annual sidewalk project. The contractor has started work on the Foxridge Drive Sidewalk. Work on this project is complete with the exception of the storm water improvements on Johnston Drive. *Transportation Fund, \$43,000 (MEK) 11/14/16*

## **Water Supply**

### 2017 Projects

- Gore Road Water Main and Meter Station: This project will replace an eight-inch water main along Gore Road that extends from Washington Street to just short of Kurzweil Road with a 16-inch main to Kurzweil Road, and install a meter station at Kurzweil Road. The project will provide increased supply and fire protection to the area of the City north of 58 Highway between Kurzweil Road and Kentucky Road. This project has been reprogrammed and additional funding provided due to requirements of Kansas City Water Services. The 2004 Water System Master Plan identified the need for additional connection points to the Kansas City transmission main in order to meet demand for water caused by growth in the area. The project was advertised for bid with a bid opening on 12/28/16. Eleven bids were received. Staff is in the process of checking references and other items for the low bidder. Staff anticipates making a recommendation for award of the contract at the January 23rd Council Meeting. *Water Connection Fund, \$120,000 (MEK) 12/27/16*
- Sensus Meter Reading System - This project will fund for a multi-year program to convert our current residential water meters to Sensus meters, electronic reading transmitters and handheld reading equipment. The current system is aging and in need of replacement. In 2004, the City made a decision to go with AMCO meters and reading system. Although this system has been a good system and will continue to be utilized during the transition, staff was not able to fully implement the conversion. There are still numerous touchpad and manual meters in the system. Public Works Staff and Finance Department Staff met to discuss a work plan for this project and are in the process of ordering meters. *Enterprise Capital Maintenance Fund \$150,000 (MEK)*

### 2015 Projects

- Foxwood Water Tower Painting and Repair: This project involves rehabilitation of the existing Foxwood Water Tower. The work will include complete removal of the existing coating, minor structural repairs,

modifications to comply with current codes, and repainting of the interior and exterior of the tower. An inspection and analysis of the water tower was performed in 2009. It determined that the existing coating would need replacement in 2015. Minor structural defects needing repair were also identified. Staff has issued an RFQ for Consulting Services. Responses are due April 14th. Staff will be recommending a contract award for design and inspection services at the May 11, 2015 City Council Meeting. A design kick-off meeting has been scheduled for July 28th. Work is scheduled to occur early spring 2017. *Enterprise Capital Maintenance Fund, \$400,000 (MEK); 11/28/16*

## 2014 Projects

- Gore Road Water Main and Meter Station: This project will replace an eight-inch water main along Gore Road that extends from Washington Street to just short of Kurzweil Road with a 16-inch main to Kurzweil Road, where it would connect to the Cass County Transmission Main. The project includes construction of a meter station, as required by the City's agreement with Kansas City Water Services. The project will provide increased supply and fire protection to the area of the City north of 58 Highway between Kurzweil Road and Kentucky Road. The 2004 Water System Master Plan identified the need for additional connection points to the Kansas City transmission main in order to meet demand for water caused by growth in the area.

It was anticipated that a portion of design of this project would be outsourced. Upon further review and a meeting with Kansas City Water Services, staff has determined we are capable of designing this project in-house. This will delay construction bidding until mid-summer. Staff has delayed design of this project until fall due to the need to accelerate the design of the Phase I improvements for the Farmers Market in order to assure the improvements are completed prior to the spring 2015 season. Staff has finalized plans and has submitted them to Kansas City Water Services for final review comments. This project was advertised for bid in December 2016 with a bid opening scheduled for 12/28/16. *Water Connection Fee Fund, \$514,600. (MEK) (12/28/15); 11/28/16*

## **Bond Projects**

### Raymore Parks

- Centerview: This Project includes the design and construction of a facility located on Municipal Circle that will include: Parks and Recreation Department offices, meeting room, event space, and outdoor gathering space. The building would provide the much need community room space that was eliminated in 2011 with the facility remodeling of the Police Department. This would also create a relief at City Hall for the numerous meetings for Council Chambers that overlap and have to be rescheduled.

This project is currently under construction with scheduled completion in Spring of 2017. *Capital Improvement Sales Tax Fund, \$1,815,250; 2016 General Obligation Bond, \$1,774,000 (MH) 12/27/16*

- Activity Center at Recreation Park: This project will replace the current Park House Rental / Camp Facility at Recreation Park. The Activity Center will include staff support space, a basketball gym, walking track, volleyball courts and recreation equipment storage space. SFS has completed a concept floor plan, exterior and interior design is near completion. Staff is in the process of creating an RFP for construction for release in early 2017. *General Obligation Bond, \$2,843,000 (MH) 12/27/2016*
- Hawk Ridge Park - Additional Signage: The final phase of the Hawk Ridge Park Master Plan calls for park signage that includes monument entrance signs, facility signs, trail and wayfinding signage, furnishings and other features that will enhance the park experience. Bill 3226, Award of Contract to Confluence for Hawk Ridge Park design and engineering was approved for 1st reading on November 28. A notice to proceed was issued on December 16. Staff met with Confluence for a kick-off meeting on Friday the 16th. *2016 General Obligation Bond, \$85,000 (NM) 12/27/2016*
- Hawk Ridge Park - Amphitheater: Located on the east side of Johnston Lake in Hawk Ridge Park, the amphitheater is the focal point of the HRP Master Plan and would be the facility for theater, musical performances and other community arts programming. This project involves other amenities that include additional parking, restrooms, trail enhancements, infrastructure and grading work. Bill 3226, Award of Contract to Confluence for Hawk Ridge Park design and engineering was approved for 1st reading on November 28. A notice to proceed was issued on December 16. Staff met with Confluence for a kick-off meeting on Friday the 16th. *2016 General Obligation Bond, \$675,100 (NM) 12/27/2016*
- Hawk Ridge Park - Parking lot expansion & ADA Playground: This phase of the Hawk Ridge Park improvements include an all-inclusive playground, parking and infrastructure expansion on the north-west side of Johnston Lake. These enhancements will connect to the trail, restrooms and fishing dock. Bill 3226, Award of Contract to Confluence for Hawk Ridge Park design and engineering was approved for 1st reading on November 28. 2016 A notice to proceed was issued on December 16. Staff met with Confluence for a kick-off meeting on Friday the 16th. *General Obligation Bond, \$700,000 (NM) 12/27/2016*
- Recreation Park Parking Lot: This project will rejuvenate the parking lots and the patron areas around the concession stands in Recreation Park. Work is scheduled to begin in mid-August. The parking lot project is complete. *2016 General Obligation Bond, \$54,000 (NM) 11/14/2016*

- Recreation Park Trail Rehabilitation: This project will replace broken down portions of the Recreation Park walking trail, crack seal and reseal the entire loop trail. Trail work for this fall is complete, final completion will be in the spring. *2016 General Obligation Bond, \$55,000 (NM) 12/27/2016*
- T.B Hanna Station Park - Splash Park/Skate Rink: T.B. Hanna Station will gain a number of new amenities that would join the newly opened Depot shelter. Included in this project would be a spray water park, community ice rink and playground. Staff is preparing an RFQ for preliminary site design. *2016 General Obligation Bond, \$600,000 (NM) 11/14/2016*

### Raymore Streets

- 58 Highway: This project involves removal of the asphalt surface, curb and sidewalk repairs and placing a new asphalt surface and striping on 58 Highway from Dean Ave. to J-Highway. The project is complete. *2016 General Obligation Bond, \$1,400,000 (MEK) 12/27/2016*
- Foxridge Drive: This project involves the extension of Foxridge Drive from Old Paint Road to Dean Avenue. Staff will be presenting a design contract award in early 2017 with anticipate construction starting late spring 2017. *2016 General Obligation Bond \$700,000 (MEK) 12/27/16*
- Johnston Drive: This project involves the extension of Johnston Drive from S. Darrowby Drive to Dean Avenue. Staff will be presenting a design contract award in early 2017 with anticipate construction starting late spring 2017. *2016 General Obligation Bond \$350,000 (MEK) 06/27/2016*
- Kentucky Construction: This project involves constructing a new segment of road which will re-align Kentucky Road from approximately Harold Drive to the Raymore Galleria signalized intersection. This project is currently on hold pending coordination with the Raymore Gateway TIF project. *2016 General Obligation Bond \$700,000 (MEK) 12/27/16*

# Community Development Monthly Report

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City Council Meeting  
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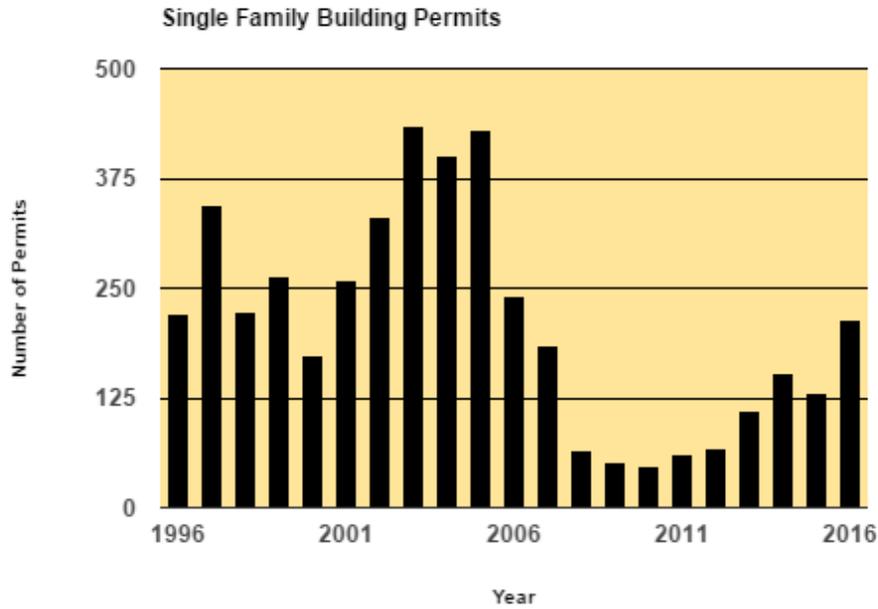
## DECEMBER 2016

### Building Permit Activity

Type of Permit	Dec 2016	2016 YTD	2015 YTD	2015 Total
Detached Single-Family Residential	14	201	139	139
Attached Single-Family Residential	0	14	6	6
Multi-Family Residential	0	0	0	0
Miscellaneous Residential (deck; roof)	13	458	363	363
Commercial - New, Additions, Alterations	0	23	23	23
Sign Permits	14	63	52	52
<b>Inspections</b>	<b>Dec 2016</b>	<b>2016 YTD</b>	<b>2015 YTD</b>	<b>2015 Total</b>
Total # of Inspections	509	6,354	4,919	4,919
<b>Valuation</b>	<b>Dec 2016</b>	<b>2016 YTD</b>	<b>2015 YTD</b>	<b>2015 Total</b>
Total Residential Permit Valuation	\$2,939,100	\$50,026,600	\$34,819,7000	\$34,819,700
Total Commercial Permit Valuation	\$0.00	\$4,220,800	\$3,660,400	\$3,660,400

### **Additional Building Activity:**

- Site work continues for the Raymore Marketplace center at the southeast corner of Dean Avenue and 58 Highway. Building permits have been issued for the retail building, Qdobe restaurant, and Panda Express restaurant.
- Building construction has commenced on the addition to the Creekmoor Clubhouse
- Building construction has commenced on the Centerview building on Municipal Circle
- Building construction plans were reviewed for the Raymore Activity Center



## Code Enforcement Activity

Code Activity	Dec 2016	2016 YTD	2015 YTD	2015 Total
Code Enforcement Cases Opened	39	424	229	229
<i>Notices Mailed</i>				
-Tall Grass/Weeds	1	227	166	166
- Inoperable Vehicles	6	42	12	12
- Junk/Trash/Debris in Yard	20	65	24	24
- Object placed in right-of-way	1	7	2	2
- Parking of vehicles in front yard	11	48	1	1
- Exterior home maintenance	0	16	5	5
- Other (trash at curb early; signs; etc)	0	19	19	19
Properties mowed by City Contractor	2	68	59	59
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	1	0	0
Signs in right-of-way removed	16	299	190	190
Violations abated by Code Officer	5	12	-	-

## Development Activity

### Current Projects

- Assisting City staff on development of plans for the proposed activity center at Recreation Park.

	As of Dec 31, 2016	As of Dec 31, 2015	AsDec 31, 2014
Homes currently under construction	242	214	165
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	615	769	868
Total number of dwelling units in City	7,951	7,768	7,574

## Actions of Boards, Commission, and City Council

### City Council

#### **December 12, 2016**

- Approved a 2-year extension to the expiration date for the Eagle Glen Parcels 5 and 7 Preliminary Plat

#### **December 19, 2016 work session**

- Discussed the growing need to have an operational plan for dealing with concerns from residents about the condition of subdivision entrance signs.

#### **December 27, 2016**

- Approved a MOU with Belton for the conveyance of certain rights of control on the north half of Highway 58 between Kentucky Road and Clint Drive

### Planning and Zoning Commission

#### **December 6, 2016**

- No meeting

#### **December 20, 2016**

- No meeting

## **Upcoming Meetings – January & February**

### **January 3, 2017 Planning and Zoning Commission**

- 24th amendment to the UDC - misc items (public hearing)

### **January 9, 2017 City Council**

- Appointment of members to the Board of Appeals

### **January 17, 2017 Planning and Zoning Commission**

- Meeting cancelled

### **January 23, 2017 City Council**

- 1st reading - 24th amendment to UDC (public hearing)
- Request to extend expiration date of Estates of the Good Ranch Preliminary Plat

### **February 7, 2017 Planning and Zoning Commission**

- No items currently scheduled

### **February 13, 2017 City Council**

- Request to extend expiration date of Alexander Creek Preliminary Plat and Raymore Galleria North Preliminary Plat

### **February 21, 2017 Planning and Zoning Commission**

- No items currently scheduled

### **February 27, 2017 City Council**

- Request to extend expiration date of Timber Trails Preliminary Plat

## **Department Activities**

- Director Jim Cadoret and Building Official Jon Woerner continue to assist as committee members on design of the proposed Recreation Activity

## Center at Recreation Park and for the community meeting space building in the Municipal Complex

- Director Jim Cadoret and Building Official Jon Woerner are participating on the City team on the Google Fiber installation project
- Code Enforcement Officer Christian Neal and GIS Coordinator Heather Eisenbarth completed an inventory of entrance signs to subdivisions within the City to analyze future maintenance needs
- Director Jim Cadoret attended the American Planning Association's webinar on *Ethics and the Digital World* held at Mid-America Regional Council
- Director Jim Cadoret participated in the Planner's Roundtable discussion held at Mid-America Regional Council
- Code Enforcement Officer Christian Neal completed updates to the sign permit inventory utilized by staff
- Interviews were held for the Associate Planner position
- Director Jim Cadoret participated in the 2016 City Council Raymore Economic Development Tour showcasing the various economic development sites in Raymore

## GIS Activities

- Patching of development environments and mapping applications
- Evaluation and enhancement of data attribution & spatial accuracy of layers
- Enhancement of web applications as requested
- Raymore.com domain users gained improved access to Cass County's Recorder of Deeds (web) document retrieval system by requesting a business account.
- Response to public inquiry and spatial data requests (Confluence, RIC, Google, HDR, Huffman, etc)
- Completion of 2016 flight delivery includes; multispectral 6" pixel resolution imagery and survey report confirmation of horizontal accuracy of 1"-100' as well as surface model for immediate and surrounding area. Rendering & delivery of web services, network references and poster prints.
- Addressing of utilities, property and structures including emergency response coordination for temporary (construction) route
- Support for staff and department operations as requested

- Tested field imagery collection application using ArcGIS Online and beginning development of reporting methods for collector apps
- 2016 administrative boundary survey responses

# Parks and Recreation Monthly Report

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## December 2016

### Through the Month



#### December 2 - 10

- December 2 - The Mayor's Tree Lighting at T.B. Hanna Station. This event also kicked off the annual food drive and the 1st Christmas Tree Trail.
- Park staff planted Hyacinth Bulbs in the landscape beds in front of City Hall.
- Park staff replaced two Ash trees in front of City Hall with Black Gum trees and planted a Snow Crab tree at the back of City Hall. Staff also started mulching the beds and trees at City Hall.
- Recreation staff completed distribution of food collection barrels for Mayor's Food Drive. Donations to the Mayor's Food Drive could be left at any of the schools in Raymore or at City Hall. Staff is scheduled to collect the barrels and donations starting on Dec. 14.
- Athletic Coordinator Mike Hedrick organized and gathered equipment for the youth basketball coaches. On Monday he held the youth recreational basketball coaches meeting and equipment check out for the 2016-2017 season.
- Athletic Coordinator Mike Hedrick worked with the Ray-Pec School District and South Metro Sports Group on youth basketball practice and game schedules.
- Recreation Coordinator Keith secured the dates and location for the 2017 summer Lego Camp. You can learn more about the camp and other recreation offerings by visiting [www.Raymore.com/Parks](http://www.Raymore.com/Parks).
- Administrative staff worked on addressing Christmas cards to be sent out to all of the department's community partners and sponsors.



#### December 11 - 17

- Athletic Coordinator Mike Hedrick met with several organizations that plan and organize softball and baseball tournaments.
- Staff worked on updating policy and procedures for concessions and athletic facility rentals.
- Staff met with the farmers market manager to discuss the 2016 season and discuss suggestions for 2017 changes and improvements.



# Parks and Recreation Monthly Report

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- Superintendents John McLain and Steve Rulo attended Park Board Work session on Tuesday. The meeting topics included updates on Raymore activity center, Hawk Ridge Park and shade structure projects.
- Park staff began a detailed cleaning of the maintenance building and a small remodeling project in the break-room area.
- Administrative staff worked on printing RecTrac household reports to clean up account balances in preparation for the new system migration.
- Administrative staff met with Confluence for the kick-off meeting on the Hawk Ridge Park Design project.

## December 18 - 24

- Parks staff completed the annual maintenance on the Park House. This included patching and painting interior walls, fixing tiles in the kitchen area, and deep cleaning everything.
- Recreation staff worked on updating Farmers Market vendor packet.
- Staff worked on writing the concession stand operations manual in preparation for spring 2017 activities.
- Staff started the Raymore Rocks competition in partnership with Minsky's Pizza. This program hides a large painted rock in one of Raymore's parks and asks residents to find it to win prizes from Minsky's, who also sponsors the recreation basketball league.
- Administrative staff worked on updating reports in Rec Trac. Staff also reviewed department policy and procedures.
- Director Nathan Musteen, Superintendent John McLain and Coordinator Mike Hedrick toured local schools and recreational facilities to research flooring options for the Recreation Park activity center.



## December 25 - 31

- Park staff began the winter tree trimming project in Recreation Park. Staff also worked on cleaning, organizing, and inventorying sports equipment in Park House basement.
- Park Staff removed and stored the holiday lights at T.B. Hanna Station Depot
- Administrative staff continued updating household accounts in Rec Trac and updating
- Recreation staff continued working on special event activity reports.
- Staff worked on facility pricing research of other municipalities in the KC Metro area in preparation of new upcoming Centerview and Activity Center rental opportunities.
- Staff continued working on operation manual updates.
- Recreation Staff finalized all Winter/Spring Program Guide information.

# Parks and Recreation Monthly Report

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## Day-to-Day

Weekly construction meetings with Draw Architecture and Straub Construction on the progress of Centerview.

Meetings with SFS Architecture on finalizing construction documents at the RAC.

The Management Team is reviewing the Municipal Code. This is a weekly work session that coincides with the Charter Review Commission.

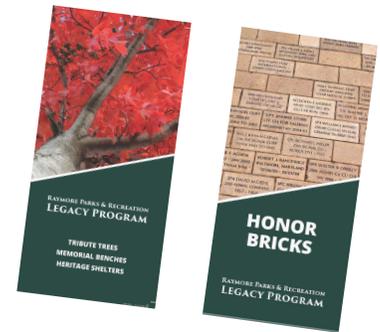
Ongoing preparation for upcoming CIP/GO Bond projects that include drafting RFP's documentation, meeting with consultants and working with the Engineering Department.

## Raymore Legacy

Donations and orders may now be placed for the 2017 Raymore Legacy Program.

Brochures are available at City Hall and more information is located at

[www.raymore.com/parks](http://www.raymore.com/parks)



## Coming Up - Calendar of Events

- January 7 - Christmas Tree Recycling at the Park House
- January 9 - City Council Meeting
- January 10 - Park Board Work Session
- January 12 & 13 - Shade Tree Conference, Topeka, KS
- January 14 - Youth Basketball League Tips-off
- January 16 - City Council Work Session
- January 23 - City Council Meeting
- January 24 - Park Board Work Session & Business Meeting
- January 30 - City Council Work Session

Respectfully Submitted,

Nathan Musteen, Parks and Recreation Director



# MUNICIPAL DIVISION SUMMARY REPORTING FORM

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*Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity*

<b>I. COURT INFORMATION</b>		Contact information same as last report <input type="checkbox"/>	
Municipality: RAYMORE		Reporting Period: December, 2016	
Mailing Address:	100 MUNICIPAL CIRCLE	Software Vendor: Tyler Technologies	
Physical Address:	100 MUNICIPAL CIRCLE	County CASS COUNTY	Circuit: 17
Telephone Number:	(816) 331-1712	Fax Number: (816) 331-0634	
Prepared By:	ALBERTA A. TALKEN	E-mail Address atalken@raymore.com	iNotes <input type="checkbox"/>
Municipal Judge(s):	ROSS C. NIGRO JR.	Prosecuting Attorney: WILLIAM MARSHALL II	

<b>II. MONTHLY CASELOAD INFORMATION</b>	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	39	1,108	787
B. Cases (citations / informations) filed	0	119	28
C. Cases (citations / informations) disposed			
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	1	0
4. plea of GUILTY in court	1	87	25
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	78	2
6. dismissed by court	0	13	0
7. nolle prosequi	1	4	6
8. certified for jury trial(not heard in the Municipal Division)	0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>	<b>2</b>	<b>183</b>	<b>33</b>
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	37	1,044	782
E. Trial de Novo and / or appeal applications filed	0	0	1

<b>III. WARRANT INFORMATION (pre- &amp; post-disposition)</b>		<b>IV. PARKING TICKETS</b>	
1. # Issued during reporting period	95	# Issued during period	0
2. # Served/withdrawn during reporting period	81	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	1,201		

Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110

**MUNICIPAL DIVISION SUMMARY REPORTING FORM**

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December 27, 2016

<b>I. COURT INFORMATION</b>	Municipality: RAYMORE	Reporting Period:
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<b>V. DISBURSEMENTS</b>			
<b>Excess Revenue (minor traffic violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements cont.</b>	
Fines - Excess Revenue	\$ 16,833.50		\$
Clerk Fee - Excess Revenue	\$ 1,556.99		\$
Crime Victims Compensation (CVG) Fund surcharge - Paid to City/Excess Revenue	\$ 48.10		\$
Bond forfeitures (paid to city) - Excess Revenue	\$ 345.00		\$
<b>Total Excess Revenue</b>	\$ 18,783.59		\$
<b>Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)</b>			\$
Fines - Other	\$ 8,203.50		\$
Clerk Fee - Other	\$ 492.00		\$
Judicial education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$ 0.00		\$
Peace Officer Standard and Training (POST) Commission surcharge	\$ 171.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to state	\$ 1,213.05		\$
Law Enforcement Training (LET) Fund surcharge	\$ 341.50		\$
Domestic Violence Shelter surcharge	\$ 681.50		\$
Inmate Prisoner Detainee Security Fund surcharge	\$ 341.51		\$
Sheriff's Retirement Fund (SRF) surcharge	\$ 0.00		\$
Restitution	\$ 0.00		\$
Parking ticket revenue (including penalties)	\$ 0.00		\$
Bond forfeitures (paid to city) - Other	\$ 1,075.00		\$
<b>Total Other Revenue</b>	\$ 12,519.06		\$
<b>Other Disbursements:</b> 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>Total Other Disbursements</b>	\$ 114.85
		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	\$ 31,417.50
DUI	\$ 100.00	<b>Bond Refunds</b>	\$ 614.00
O/R CVC Paid to City	\$ 14.85		
	\$	<b>Total Disbursements</b>	\$ 32,031.50

Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110

# Consent Agenda



**THE RAYMORE CITY COUNCIL MET IN SPECIAL SESSION ON MONDAY, DECEMBER 27, 2016 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BURKE, III, HOLMAN, HUBACH, KELLOGG, MOORHEAD, AND SEIMEARS, CITY MANAGER JIM FEUERBORN, CITY CLERK JEANIE WOERNER, AND CITY ATTORNEY JONATHAN ZERR.**

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

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. He answered general questions of clarification from Councilmembers.

City Clerk Jeanie Woerner provided information on current Council candidate filings as of this date: Ward 1, Reginald Townsend-one year term, Ward 2, incumbent Joseph Burke, III, Ward 3, incumbent Kevin Barber, and Ward 4, John Berendzen and Roland Scanlan.

Assistant City Manager Meredith Hauck provided a review of the Arts Commission report included in the Council packet. Also provided was an overview of the final draft of the ETC Survey following Council suggestions from work session. Council provided further suggestions.

City Manager Jim Feuerborn announced the work session scheduled for January 2 has been cancelled due to the City observed New Year's holiday.

#### **7. Committee Reports.**

Derek Moorhead provided a review of the December 20 Charter Review Commission meeting and announced the next meeting is January 3.

#### **8. Consent Agenda.**

#### **A. City Council Meeting Minutes, December 12, 2016**

**B. Resolution 16-60, Original Raymore Sidewalk Lighting Project-Acceptance and Final Payment**

**C. Resolution 16-61, 58 Highway Mill and Overlay Project-Acceptance and Final Payment**

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

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Seimears	Aye

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

**A. The Pit Grill & Bar**

City Clerk Jeanie Woerner provided an update following Council's action on December 12 at which time Council voted to revoke the occupational and liquor licenses of The Pit Grill & Bar with a suspended execution of same, effective today December 27, 2016 at 11:59 p.m. Ms. Woerner stated no documentation of compliance has been received from the business owner.

City Attorney Jonathan Zerr advised Council that based on no further information received and if no further action is provided by Council, the revocation of the licenses remains as stated effective December 27. He advised he had received a phone call from the establishment's legal counsel and both the applicant and legal counsel are in attendance and may be able to provide supporting documentation.

Councilmember Moorhead asked to hear from the applicant and counsel on the status of the revocation of the State Sales Tax License.

Business owner Jeanette Singleton and her legal counsel, TR Hoefle, addressed the Council explaining the difficulties they have encountered with their bank regarding the garnishments placed by the Department of Revenue (DOR) against their bank accounts. She provided bank statements and copies of the garnishments stating because of the bank's interpretation of the conditions of the garnishments, they have froze her accounts and will not allow her to release the monies to satisfy the

payments owed to DOR. She further stated that she has hired a tax accounting firm to assist her in reaching resolve with DOR and her bank.

Mr. Hoefle disputed information previously stated that Ms. Singleton has missed payments to or had insufficient funds payments to DOR. Ms. Singleton was on a payment plan with DOR and making her payment on the due date. Ms. Singleton was unaware of the four garnishments placed on her bank account at which time the bank placed an immediate freeze on her accounts. The bank will not release her payments to DOR because of the freeze on those accounts and the bank has the understanding of the language that the garnishments called for a 100% hold on the accounts. He further explained that he has spoken to the legal department of DOR asking why the DOR policy of not filing garnishments on a business on a payment plan was not followed and why the garnishment procedures are outlined to the contrary in Missouri law, to which they had no reason. There are four garnishments, three of which are set with a return date of January 2, 2017. The bank has ten days after this date to return answers to the interrogatories and payments. The fourth garnishment has a return date of February 7 with the same conditions. He stated their hope is that after payment on the due date of the first three garnishments, the bank will release the remaining funds for payment of the fourth garnishment. Upon request of Council, copies of the bank statements and garnishments were provided for their review.

Councilmember Moorhead stated after reviewing the paperwork provided, it does appear that the bank might be interpreting the special instructions as a freeze on 100% of the entire account, not just the amount due. He referenced a section of the garnishment documents that state in the special instructions the garnishments applies to 100% of the account. He stated his opinion is that the bank most likely not release the funds until the last garnishment is satisfied which will at least be ten days after the February 7 date.

Discussion ensued.

Ms. Singleton asked to have additional time for the tax accountant to resolve this situation.

**MOTION:** By Councilmember Seimears, second by Councilmember Kellogg to extend the revocation of the occupational and liquor licenses of The Pit Grill & Bar to January 26, 2017 at 11:59 p.m.

**DISCUSSION:** Several Councilmembers stated their agreement with the motion because the applicant brought supporting documentation, however statements were made in opposition of further time extensions. Further discussion ensued.

**VOTE:** Councilmember Abdelgawad Aye  
Councilmember Barber Aye

Councilmember Burke, III	Aye
Councilmember Holman	Aye
Councilmember Hubach	Aye
Councilmember Kellogg	Aye
Councilmember Moorhead	Aye
Councilmember Seimears	Aye

**B. Calling for the April 4, 2017 Regular Municipal Election**

**BILL 3227: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, CALLING FOR AND ESTABLISHING THE DATE OF THE GENERAL CITY ELECTION TO BE HELD ON APRIL 4, 2017."**

City Clerk Jeanie Woerner conducted the second reading of Bill 3227 by title only.

**MOTION:** By Councilmember Moorhead, second by Councilmember Hubach to approve the second reading of Bill 3227 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Seimears	Aye

Mayor Turnbow announced the motion carried and declared Bill 3227 as **Raymore City Ordinance 2016-095**.

**C. Amending Title III-Traffic Code of the Raymore City Code**

**BILL 3228: "AN ORDINANCE TO AMEND THE CODE OF THE CITY OF RAYMORE BY ADDING A NEW SECTION WHICH SHALL BE DESIGNATED AS SECTION 340.320, OF TITLE III TRAFFIC CODE TO ESTABLISH NON-LOCAL COMMERCIAL CONSTRUCTION VEHICLES WITHIN RESIDENTIAL NEIGHBORHOODS, ESTABLISHING THE AUTHORITY TO PLACE TRAFFIC ACCESS LIMITATIONS ON NON-LOCAL COMMERCIAL CONSTRUCTION VEHICLES WITHIN CERTAIN RESIDENTIAL STREETS AND AUTHORIZING THE INSTALLATION OF APPROPRIATE SIGNAGE FOR THE SAME, TO BE RECOMMENDED BY THE CITY TRAFFIC ENGINEER."**

City Clerk Jeanie Woerner conducted the second reading of Bill 3228 by title only.

**MOTION:** By Councilmember Moorhead, second by Councilmember Hubach to approve the second reading of Bill 3228 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Seimears	Aye

Mayor Turnbow announced the motion carried and declared Bill 3228 as **Raymore City Ordinance 2016-096**.

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

##### **A. Belton/Raymore 58 Highway MOU-Emergency Reading (Public Comments)**

**BILL 3229: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING AND APPROVING A COOPERATIVE AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELTON, MISSOURI AND THE CITY OF RAYMORE, MISSOURI TO SUPPORT CONVEYANCE OF CERTAIN RIGHTS OF CONTROL TO THE NORTH SIDE OF HIGHWAY 58 BETWEEN THE CENTERLINE OF CLINT DRIVE AND DEAN AVENUE AND THE CENTERLINE OF KENTUCKY ROAD FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION TO THE CITY OF RAYMORE, MISSOURI; AND AUTHORIZING THE MAYOR TO DECLARE THIS AS AN EMERGENCY."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3229 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. Since the Fall of 2001, the City of Raymore has maintained 58 Highway from Dean Avenue to Prairie Lane. It has been the understanding of the City of Raymore staff and MoDOT staff that the entire portion of the roadway had been conveyed to the City of Raymore through a Quit Claim Deed and other agreements that were reached when the construction of 58 Highway occurred. In response to a permit application to MoDOT for the south side of 58 Highway in association with the development of the Cadence project at 58 Highway and Dean Avenue, MoDOT right of way staff could not find where the portion of the road from the centerline of Kentucky Road to Dean Avenue had ever been officially conveyed to the City of Raymore. Council is requested to approve the Cooperative Agreement and Memorandum of Understanding between the City of Belton, Missouri and the

City of Raymore, Missouri to support conveyance of certain rights of control of this portion of 58 Highway. Passage of this Bill is recommended as an emergency to expedite completion of the Cadence project for economic development purposes.

Mayor Turnbow asked for public comments on the emergency reading and none were heard.

**MOTION:** By Councilmember Moorhead, second by Councilmember Hubach to approve the first reading of Bill 3229 by title only.

**DISCUSSION:** Councilmember Holman asked to clarify reasons for the emergency reading. Staff clarified it would delay the ongoing development of the Cadence project for at least two weeks if not approved as emergency.

Discussion ensued.

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Seimears	Aye

Mayor Turnbow declared Bill 3229 as an emergency and called for the second reading in its entirety. City Clerk Jeanie Woerner conducted the second reading of Bill 3229 in its entirety.

**MOTION:** By Councilmember Moorhead, second by Councilmember Hubach to approve the second reading of Bill 3229 in its entirety.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Seimears	Aye

Mayor Turnbow announced the motion carried and declared Bill 3228 as **Raymore City Ordinance 2016-097**.

## 11. Public Comments.

## 12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers wished everyone Happy Holidays.

Councilmember Moorhead stated he recently attended the groundbreaking ceremony for the expansion of the Creekmoor clubhouse on behalf of the Mayor. He stated the expansion will contain a large sit down restaurant open to the public. He recognized the owner of the Pit Grill & Bar for providing paperwork to support the explanation of the business difficulties and the garnishments.

Councilmember Holman thanked staff for their involvement and work in bringing forth the Belton-Raymore 58 Highway MOU.

Councilmember Hubach thanked the voters of Ward 4 in making it possible for her to serve time on the Council for the last 12 years. She spoke to her commitment to civic involvement since the 1970's. She notified Council and her constituents she will not be seeking re-election to the Council but will continue her support of the Council and City in other ways.

Councilmembers spoke to their appreciation of Councilmember Hubach and her commitment to the City of Raymore.

Councilmember Barber noted the Council's commitment to the future growth of the City.

Councilmember Kellogg thanked Mr. Krass and Public Works employees for the improvements to the median and cross walk at Huntsman and 58 Highway.

Mayor Turnbow thanked Council and staff for the support since he began his term as Mayor.

## 13. Adjournment.

**MOTION:** By Councilmember Moorhead, second by Councilmember Kellogg to adjourn.

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye

Councilmember Seimears      Aye

The special meeting of the Raymore Council adjourned at 8:24 p.m.

Respectfully submitted,

Jeanie Woerner  
City Clerk

## RESOLUTION 17-01

**“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, DESIGNATING MEMBERS TO SERVE ON THE BOARDS OF DIRECTORS OF THE FOXRIDGE COMMUNITY IMPROVEMENT DISTRICT, THE HUBACH HILL ROAD AND NORTH CASS PARKWAY COMMUNITY IMPROVEMENT DISTRICT, THE JETER FARM COMMUNITY IMPROVEMENT DISTRICT, THE RAYMORE GALLERIA COMMUNITY IMPROVEMENT DISTRICT, THE 58 HIGHWAY REGIONAL MARKET CENTER COMMUNITY IMPROVEMENT DISTRICT, THE HUBACH HILL ROAD AND NORTH CASS PARKWAY TRANSPORTATION DEVELOPMENT DISTRICT, THE BELTON/RAYMORE INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT, AND THE FOXWOOD VILLAGE SHOPS COMMUNITY IMPROVEMENT DISTRICT FOR ONE YEAR PERIODS DESIGNATED HEREIN BEGINNING IN 2017.”**

**WHEREAS**, the bylaws and agreements governing the Foxridge Community Improvement District, the Hubach Hill Road and North Cass Parkway Community Improvement District, the Jeter Farm Community Improvement District, the Raymore Galleria Community Improvement District, the 58 Highway Regional Market Center Community Improvement District, the Hubach Hill Road and North Cass Parkway Transportation Development District, the Belton/Raymore Interchange Transportation Development District, and the Foxwood Village Shops Community Improvement District (collectively the “Districts”) provide for the appointment of members to the boards of directors of the Districts to be made by the Mayor, with the advice and consent of the City Council; and

**WHEREAS**, by adoption of this Resolution, the City desires to designate the members that will serve on the boards of directors of the Districts for the one year periods designated below, all of which periods begin during the calendar year 2017; and

**WHEREAS**, for any member of any of the boards of directors whose term has expired, or will expire during 2017, this Resolution shall serve to appoint the member for a new term, for a length of time indicated in parenthesis behind the member’s name; and

**WHEREAS**, for those members of the boards of directors whose terms have not expired, and will not expire prior to the beginning of the period designated for each District below, this Resolution shall serve to confirm that those members of the boards of directors will continue to serve during the period indicated for each District.

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

Section 1. **Foxridge Community Improvement District.** The following individuals shall serve as Directors for the period March 31, 2017 through March 30, 2018:

- a. James Cadoret (new term of March 31, 2017 through March 30, 2021).
- b. James Feuerborn (current term is March 31, 2015 through March 30, 2019).
- c. Meredith Hauck (current term is March 31, 2015 through March 30, 2019).
- d. Cynthia Watson (new term of March 31, 2017 through March 30, 2021).
- e. Jean Woerner (new term of March 31, 2017 through March 30, 2021).

Section 2. **Hubach Hill Road and North Cass Parkway Community Improvement District.** The following individuals shall serve as Directors for the period July 14, 2017 through July 13, 2018:

- a. James Cadoret (current term is July 14, 2014 through July 13, 2018).
- b. Jim Feuerborn (current term is July 14, 2016 through July 13, 2020).
- c. Meredith Hauck (current term is July 14, 2016 through July 13, 2020).
- d. Cynthia Watson (current term is July 14, 2014 through July 13, 2018).
- e. Jean Woerner (current term is July 14, 2014 through July 13, 2018).

Section 3. **Jeter Farm Community Improvement District.** The following individuals shall serve as Directors for the period July 22, 2017 through July 21, 2018:

- a. Matt Cox (current term is July 22, 2016 through July 21, 2020).
- b. Jim Feuerborn (current term is July 22, 2014 through July 21, 2018).
- c. Cynthia Watson (current term is July 22, 2014 through July 21, 2018).
- d. Chris Hotop (current term is July 22, 2016 through July 21, 2020).
- e. John States (current term is July 22, 2014 through July 21, 2018).

Section 4. **Raymore Galleria Community Improvement District.** The following individuals shall serve as Directors for the period July 23, 2017 through July 22, 2018:

- a. Steve Caffey (current term is July 23, 2016 through July 22, 2020).
- b. Amy Ehlers (current term is July 23, 2014 through July 22, 2018).
- c. James Feuerborn (current term is July 23, 2014 through July 22, 2018).
- d. Meredith Hauck (current term is July 23, 2016 through July 22, 2020).
- e. Geraldine Mockus (current term is July 23, 2014 through July 22, 2018).

- f. Cynthia Watson (current term is July 23, 2014 through July 22, 2018).

**Section 5. 58 Highway Regional Market Center Community Improvement District.** The following individuals shall serve as Directors for the period August 28, 2017 through August 27, 2018:

- a. Denise Armentrout (current term is August 28, 2016 through August 27, 2020).
- b. David Cosentino (current term is August 28, 2014 through August 27, 2018).
- c. James Feuerborn (current term is August 28, 2016 through August 27, 2020).
- d. Meredith Hauck (current term is August 28, 2016 through August 27, 2020).
- e. Robert Vigliaturo (current term is August 28, 2014 through August 27, 2018).

**Section 6. Hubach Hill Road and North Cass Parkway Transportation Development District.** The following individuals shall serve as Directors for the period September 15, 2017 through September 14, 2018, subject to the election by the qualified voters within the District:

- a. James Cadoret (current term is September 15, 2016 through September 14, 2019).
- b. Jim Feuerborn (new term of September 15, 2017 through September 14, 2020).
- c. Meredith Hauck (new term of September 15, 2017 through September 14, 2020).
- d. Cynthia Watson (current term is September 15, 2016 through September 14, 2019).
- e. Jean Woerner (current term is September 15, 2015 through September 14, 2018).

**Section 7. Belton/Raymore Interchange Transportation Development District.** The following individuals shall serve as Directors for the period November 21, 2017 through November 20, 2018:

- a. Gilbert Good as the Raymore Nominated Director (new term of November 21, 2017 through November 20, 2018).
- b. Derek Moorhead as the Raymore Appointed Advisory Director (new term of November 21, 2017 through November 20, 2018).

**Section 8. Foxwood Village Shops Community Improvement District.** The following individuals shall serve as Directors for the period November 24, 2017 through November 23, 2018:

- a. James Feuerborn (new term of November 24, 2017 through November 23, 2021).
- b. Meredith Hauck (new term of November 24, 2017 through November 23, 2021).
- c. Kristofer Turnbow (current term is November 24, 2016 through November 23, 2020).
- d. Mark Klinkenberg (current term is November 24, 2016 through November 23, 2020).
- e. Matthew Mitchell (new term of November 24, 2017 through November 23, 2021).

**Section 9.** This Resolution shall become effective on and after the date of passage and approval.

**Section 10.** Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

**DULY READ AND PASSED THIS 9TH DAY OF JANUARY, 2017 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Burke II  
Councilmember Holman  
Councilmember Hubach  
Councilmember Kellogg  
Councilmember Moorhead  
Councilmember Seimears

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

**RESOLUTION 17-02**

**“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING AN APPOINTMENT TO THE RAYMORE 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 Raymore Board of Adjustment with the advice and consent of a majority of the City Council.

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

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

Section 2. The Council consents to the Mayor’s appointment of the following person to fill the alternate vacant seat on the Raymore Board of Adjustment.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Loren Jones, II	January 9, 2017	January 9, 2022

**DULY READ AND PASSED THIS 9TH DAY OF JANUARY, 2017 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Burke, III  
Councilmember Holman  
Councilmember Hubach  
Councilmember Kellogg  
Councilmember Moorhead  
Councilmember Seimears

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

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

\_\_\_\_\_  
Date of Signature



Jeanie Woerner &lt;jlwoerner@raymore.com&gt;

## City of Raymore, MO: Online Volunteer Application

1 message

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

Tue, Jan 3, 2017 at 9:17 AM

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

**Form Name:** City Volunteer Form  
**Date & Time:** 01/03/2017 9:16 a.m.  
**Response #:** 3  
**Submitter ID:** 24  
**IP address:** 107.77.85.46  
**Time to complete:** 10 min. , 2 sec.

### Survey Details

#### Page 1

#### 1. Contact Information

**Full Name:** Loren Jones II  
**Address:** 803 Furlong Drive  
**Phone Number:** (816) 405-9988  
**Email:** mr.raymore@yahoo.com

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

Ward 2

#### 3. I am interested in:

Parks & Recreation Board  
 Planning & Zoning Commission  
 Arts Commission

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

Being an informed, participating member of a community is very important. I'm a proud member of Raymore that believes in its ability to grow and thrive as a strong city and community.

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

Volunteer coach for parks and rec sports division.  
Watch D.O.G.S.  
Hip hop dance instructor

Thank you,  
City of Raymore, MO

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

**RESOLUTION 17-03**

**“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING THE APPOINTMENT OF MEMBERS TO THE RAYMORE BOARD OF APPEALS.”**

**WHEREAS**, Section 540.040 of the Raymore City Code and Section 8.1 of the Raymore City Charter authorizes the Mayor to appoint members to the Raymore Board of Appeals for a term of three years, with the advice and consent of a majority of the City Council; and

**WHEREAS**, authorization requires that all said appointments shall be approved with the advice and consent of a majority of the Council.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RAYMORE, MISSOURI, THAT THE COUNCIL CONSENTS TO THE MAYOR’S APPOINTMENT OF THE FOLLOWING PERSONS TO THE RAYMORE BOARD OF APPEALS FOR A TERM OF THREE YEARS AND UNTIL A SUCCESSOR IS APPOINTED:**

**Three Regular Members:**

Mike Cox  
Chad Buck  
Randy Reed

**Layperson Member:**

Lloyd Brown

**City Staff Appointment:**

Meredith Hauck

**Alternate Member:**

Dick Maynard

**DULY READ AND PASSED THIS 9TH DAY OF JANUARY 2017 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Burke III  
Councilmember Holman  
Councilmember Hubach  
Councilmember Kellogg  
Councilmember Moorhead  
Councilmember Seimears

ATTEST:

\_\_\_\_\_  
Jean Woerner, City Clerk

APPROVE:

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

\_\_\_\_\_  
Date of Signature



## RESOLUTION 17-04

**“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING AND ACCEPTING THE 2016 STREET PRESERVATION / OVERLAY PROJECT.”**

**WHEREAS**, The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications; and

**WHEREAS**, The Contract specifies that funds be retained until satisfactory completion of the project.

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

Section 1. The 2016 Street Preservation / Overlay project is hereby accepted.

Section 2. The final payment in the amount of \$9,253.46 is hereby approved.

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

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

**DULY READ AND PASSED THIS 9TH DAY OF JANUARY 2017 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Burke III  
Councilmember Holman  
Councilmember Hubach  
Councilmember Kellogg  
Councilmember Moorhead  
Councilmember Seimears

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

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

\_\_\_\_\_  
Date of Signature



# **Unfinished Business**



# **New Business**





**CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM**

DATE: January 9, 2017

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 3231  
Staff is requesting Council to award contract to Bartlett & West Inc. for the Johnston Drive Extension - Design project.

**FINANCIAL IMPACT**

Award To: Bartlett & West Inc.  
Amount of Request/Contract: \$44,800  
Amount Budgeted:  
Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date

Estimated End Date

**STAFF RECOMMENDATION**

Award contract to Bartlett & West Inc.

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Bill 3231  
Contract

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

This project involves the extension of Johnston Drive from Dean Avenue to Darrowby Drive as approved by the 2016 General Obligation Bond.

In accordance with the City of Raymore Purchasing Policy and State Statutes, the City of Raymore utilizes a Qualification Based Selection (QBS) Process for the procurement of Professional Services. The steps in the QBS process are summarized below.

### Step 1 Qualifications Request

A request is sent to firms asking for information directly related to the project requirements and the qualifications and capability of the firm.

### Step 2 Submittal of Qualifications

Firms submit a written statement of their qualifications and capabilities to meet the project objectives.

### Step 3 Agency Review

The purpose of this review is to identify firms that possess the best qualifications for the project. This is commonly referred to as a "Short List".

### Step 4 Selection of "the best qualified" firm

The selected firms are invited to make a formal presentation to staff which typically includes a discussion of the firm's capabilities, project approach and any other items the firm wishes to present. These are typically one hour in length with the last 15 minutes being reserved for questions and answers. The purpose of these presentations is to provide an opportunity to meet the project team face to face and see how members work together, respond to questions and interact with City Staff.

### Step 5 Preparation of the final Scope of Work

As discussed in Step 1, the Request for Qualifications includes a description of the project requirements. However, these tend to be rather brief and general in nature and do not include enough detail to develop a specific cost. As part of the submittal process, we request that the firms submit a scope of services and hourly breakdown of the services based on the staff assigned to the project.

### Step 6 Determine the Hours and Cost Needed to Accomplish the Job

This is the first point where cost enters into the process. As part of the submittals, the firms are requested to submit an initial fee estimate based on the project task description included in the Request for Qualifications. These are submitted to the Finance Department in a sealed envelope and remain in the custody of the Finance Director until the "best qualified" firm has been selected.

Continued to next page

## BACKGROUND / JUSTIFICATION

Upon selection of the best qualified firm, their envelope is opened and the estimated fee is reviewed by staff along with their man hour breakdown to determine if it is appropriate for the services to be provided. This is in accordance with the opinion of the Missouri Attorney General which states:

It is the opinion of this office that the proposed price or cost of services not be considered in determining pursuant to Section 8.289 RSMo 1986, which architectural or engineering firms are the most highly qualified, but proposed price or cost is considered at the time of contract pursuant to Section 8.291

### Step 7 Contract Negotiation

After the review of the initial fee proposal is completed, staff meets with the selected firm to finalize the scope of services, fee and if necessary discuss any potential reduction in the scope that can still meet both the project objectives and budget.

### Discussion

Six (6) firms submitted a response to our Request for Qualifications; BHC Rhodes; CFS Engineers; Olsson Assoc/Lutjen; SE3; Shafer, Kline & Warren; and Bartlett & West Inc. Staff reviewed the responses and, determined Bartlett & West Inc. was the firm best qualified for this project.

As discussed above, one of the steps in the QBS process is to determine if the proposed fee is appropriate for the scope of services to be provided. The American Society of Civil Engineers and Consulting Engineers Council of Missouri provides guidance for determining fair and reasonable fees. The following table shows expected percentages for cost based on the value of the project.

Task	Range(%)	Bartlett & West (%)*	Fee
Prepare Plans and Specifications	1.0-2.0	1.8	\$6,300
Geotechnical Investigation	0.5-1.0	0.8	\$2,800
Prepare Plans and Specifications	5.0-8.0	7.7	\$26,950
Site Survey	1.0-2.0	1.8	\$6,300
Easement Description	0.5-1.0	0.7	\$2,450
Total	8.0-13.0	12.8	\$44,800

\*Based on a preliminary cost estimate of \$350,000.

Based on this information, it is staff's opinion that the fee submitted by Bartlett & West Inc. is fair and reasonable for the services to be provided.

### Recommendation

It is staff's recommendation that the contract for the design services for the Johnston Drive Extension - Design Project be awarded to Bartlett & West Inc. in an amount not to exceed \$44,800.



**BILL 3231**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BARTLETT & WEST INC. FOR THE JOHNSTON DRIVE EXTENSION - DESIGN PROJECT, CITY PROJECT NUMBER 16-243-301, IN THE AMOUNT OF \$44,800 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”**

**WHEREAS**, the Johnston Drive Extension - Design project was included in the 2017 budget; and

**WHEREAS**, the City Council finds the improvements are necessary and finds it to be in the best interest of public health, safety, and welfare; and

**WHEREAS**, bids for this project were received on September 1, 2016; and

**WHEREAS**, Bartlett & West Inc. has been determined to be the best bidder.

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

Section 1. The Mayor is hereby directed and authorized to enter into a negotiated contract in the amount of \$44,800 with Bartlett & West Inc., for the Johnston Drive Extension - Design project.

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

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

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

**DULY READ THE FIRST TIME THIS 9TH DAY OF JANUARY, 2017.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF JANUARY, 2017 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Burke, III  
Councilmember Holman  
Councilmember Hubach  
Councilmember Kellogg  
Councilmember Moorhead  
Councilmember Seimears

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



## CONTRACT FOR PROFESSIONAL SERVICES

### FOR PROVISION OF SERVICES FOR JOHNSTON DRIVE EXTENSION DESIGN

Agreement made this January 23, 2017 between Bartlett & West, Inc., an entity organized and existing under the laws of the State of Kansas, with its principal office located at 1200 SW Executive Drive, Topeka, KS 66615, 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 January 23, 2017 and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

#### ARTICLE I THE WORK

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #16-243-301 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Consultant agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFQu # 16-243-301 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 Mayor'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, \$44,800 which is "not to exceed" Forty Four Thousand Eight Hundred dollars for completion of the work, subject to the provisions herein set.

ARTICLE IV  
CONTRACT PAYMENT

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

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

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

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

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

ARTICLE V  
INSURANCE REQUIREMENTS

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

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

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

## ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall 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 delay or cancellation of performance and execute this agreement in writing.

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

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

#### ARTICLE VIII ARBITRATION

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

#### ARTICLE IX WARRANTY

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

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

#### ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

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

connection with the services requested herein by

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

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

ARTICLE XI  
ENTIRE AGREEMENT

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

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

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

(SEAL)

**THE CITY OF RAYMORE, MISSOURI**

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

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

(SEAL)

**BARTLETT & WEST, INC.**

By:   
Bob Gilbert, Vice President

Title: Delivery Leader, Transportation

Attest:   
Todd Kempker, PE

## Appendix A

### Scope of Services

#### Preliminary Design Phase

- Field verification of proposed alignment
- Survey site
- Identify utility conflicts
- Subsurface investigation with sufficient cross sections to determine, within reasonable time limits, the amount of usable material and the amount of off-site fill needed to successfully construct the improvements
- Preparation of a Design Memorandum and initial cost estimate
- Attend periodic meetings with City Staff
- Grade determination for Johnston Drive Extension and tie-ins
- Preparation of Preliminary Plans and Specifications with an updated opinion of probable cost
- Attend a meeting with the affected property owner(s) and the City to present the preliminary design

#### Final Phase

- Detailed storm drainage analysis and BMP analysis
- Preparation of Final Plans, Specifications, and SWPPP
- Preparation of detailed cost estimate based on final plans
- Preparation of legal description and exhibits for required easements and right-of-way
- Attend periodic meetings with City Staff
- Attend public meeting with Raymore City Council to present the project design.

## 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 September, with final design and bid specifications completed within 90 days.

### C. *Insurance*

The Consultant shall procure, maintain, and provide proof of, insurance coverage's 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 open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

Q. *Rejection of Bids*

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

R. *Affidavit of Work Authorization and Documentation:*

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

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

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

**QUALIFICATION FORM A  
16-242-301**

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

I (authorized agent) Kelly Sunderland having authority to act on behalf of (Company name) Bartlett & West, Inc do hereby acknowledge that (Company name) Bartlett & West, Inc 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:** Kelly Sunderland

**ADDRESS:** 228 NW Executive Way  
Street

**ADDRESS:** Lee's Summit, MO 64063  
City State Zip

**PHONE:** (816) 525-3562

**E-MAIL:** kelly.sunderland@bartwest.com

**DATE:** 8-23-16  
(Month-Day-Year)

Kelly Sunderland VICE PRESIDENT  
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

This project involves the

**QUALIFICATION FORM B**  
**16-242-301**

**DISCLOSURES**

*The Consultant submitting this RFQ 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**

This project involves the

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

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City of Raymore's requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Consultant 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.

This project involves the

**QUALIFICATION FORM C**  
**16-242-301**

**EXPERIENCE / REFERENCES**

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

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

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

<b>COMPANY NAME</b>	City of Grain Valley, MO
<b>ADDRESS</b>	711 Main Street
	Grain Valley, MO 64029
<b>CONTACT PERSON</b>	Rick Arroyo, City Engineer
<b>PHONE NUMBER</b>	(816)-847-6220
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	City Engineering Role: Water Main Replacements, Master Plan & Pump Station

Value: \$400,000 Completed: 2015-2016

<b>COMPANY NAME</b>	Shawnee County Public Works & City of Topeka, KS
<b>ADDRESS</b>	1515 NW Saline
	Topeka, KS 66618
<b>CONTACT PERSON</b>	Tom Flanagan, PE
<b>PHONE NUMBER</b>	(785)-233-7702
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	17th Street and Urish Roundabout Value: \$1.9 million Completed: 2013

This project involves the

<b>COMPANY NAME</b>	City of Jefferson City, MO
<b>ADDRESS</b>	320 East McCarty St
	Jefferson City, MO 65101
<b>CONTACT PERSON</b>	David Bange, PE
<b>PHONE NUMBER</b>	(573)-634-6433
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Frog Hollow Road & Sewer Improvements \$1.5 million - 2014

<b>COMPANY NAME</b>	City of Lawrence, KS
<b>ADDRESS</b>	6 East 6th Street
	Lawrence, KS 66044
<b>CONTACT PERSON</b>	Chuck Soules, PE
<b>PHONE NUMBER</b>	(785)-832-3124
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Iowa Street Reconstruction \$4.4 million - 2013

<b>COMPANY NAME</b>	Missouri DOT
<b>ADDRESS</b>	601 W. Main ST
	Springfield, MO 65102
<b>CONTACT PERSON</b>	Michael Harms, PE
<b>PHONE NUMBER</b>	(573) 751-5126
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Green County Bridge over I-44 \$2.1 Million - 2014

State the number of Years in Business: 65

State the current number of personnel on staff: 400+

This project involves the

**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 Jim Ross, who, being duly sworn, states on his oath or affirmation as follows:

Name/Consultant: Jim Ross, PE, Project Manager

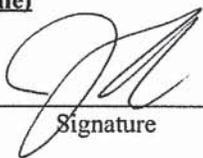
Company: Bartlett & West, Inc

Address: 228 NW Executive Way, Lee's Summit, MO 64063

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Consultant 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 #16-242-301
- 3 Consultant 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 Consultant's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

This project involves the

(Company Name)

  
Signature

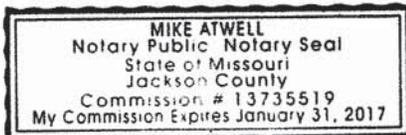
Name: Jim Ross

Title: Project Manager

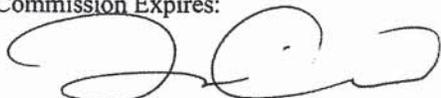
Subscribed and sworn to before me this 24th day of August, 2016.

STATE OF Missouri COUNTY OF Jackson

Notary Public:



My Commission Expires:

 MIKE ATWELL JAN 31, 2017

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

This project involves the

Company ID Number: 46140

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 Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Bartlett & West, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF THE SSA**

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The 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. The 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. The 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 the 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).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

**B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY**

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

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rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

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a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

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### ARTICLE III

#### **REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY**

##### **A. REFERRAL TO THE SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

##### **B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

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the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### **ARTICLE IV**

#### **SERVICE PROVISIONS**

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

#### **PARTIES**

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

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without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

**To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.**

**Employer Bartlett & West, Inc.**

**Erin M Gerety**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

***Electronically Signed***

**06/27/2007**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Department of Homeland Security – Verification Division**

Company ID Number: 46140

**USCIS Verification Division**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

**06/27/2007**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## QUOTE FORM D

### Fee

Cost, complete to provide professional services as outlined in RFQu # 16-243-301.

Total Cost:

\$ 44,800

**Please submit 'Quote Form D' in a separate sealed envelope labeled:**

Form D - Quote  
RFQu: 16-243-301  
Johnston Drive Extension Design  
Firm Name

## Appendix A Scope of Services

The actual 'scope of services' will be finalized during negotiations with the selected firm.

Bartlett & West, Inc. proposes this scope as an outline for the Johnston Drive Road Extension Design Services, as provided within the context of generating the fee for this project.

<b>1. SURVEY AND DATA COLLECTION</b>	
1.1	Set horizontal and vertical control for design survey and construction staking.
1.2	Perform property surveys to find existing monuments within the project area. Establish property lines and existing right-of-way and easements, including research of existing plats and deeds. The services of a title company are not included in this scope.
1.3	Perform permanent right-of-way and temporary easement documents including legal descriptions and exhibits. Assumes acquisition will be done by the City.
1.4	Perform topographic survey including inlets, pavement features, utilities and existing grades. Develop basemap from the survey.
1.5	Perform hydraulic survey including 3 valley sections of the stream and 100' of channel up and downstream of anticipated improvements.
1.6	Develop basemap from the survey. Field check basemap and take pictures of the area.
<b>2. PRELIMINARY PLANS</b>	
2.1	Prepare for and conduct kickoff meeting with the City to discuss the design intent.
2.2	Develop horizontal and vertical alignments for Johnston Drive and associated plan view lines.
2.3	Perform hydraulic analysis to size culvert for channel crossing.
2.4	Develop inlet layout and pipe size and flowlines.
2.5	Develop preliminary plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate. The preliminary plan set is anticipated to include:
2.5.1	Cover Sheet
2.5.2	Typical Section, General Notes, Control Points
2.5.3	Plan and Profile Sheets. Assumes 3 sheets at 20 scale.
2.5.4	Pipe Profiles Sheet
2.5.5	Cross Sections
2.6	Develop cost estimate.
2.7	Submit plans and cost estimate to City.
2.8	Prepare for and conduct meeting with City to review preliminary plans.

## Appendix A Scope of Services

The actual 'scope of services' will be finalized during negotiations with the selected firm.

Bartlett & West, Inc. proposes this scope as an outline for the Johnston Drive Road Extension Design Services, as provided within the context of generating the fee for this project.

	2.9	Prepare for and conduct meeting with utilities to discuss project schedule and assess utilities impacts. ( not needed)
	2.10	Develop permit applications and submit to permit agencies. The City will be the applicant and will be responsible for any permit fees. The only permit anticipated for this project is a Corps of Engineers permit.
<b>3</b>	<b>FINAL PLANS</b>	
	3.1	Incorporate City, permit agency and utility comments.
	3.2	Develop construction plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate. The plan set is anticipated to include:
	3.2.1	Cover Sheet
	3.2.2	Typical Section, General Notes, Control Points
	3.2.3	Plan and Profile Sheets. Assumes 3 sheets at 20 scale.
	3.2.4	Culvert details
	3.2.5	Pipe Profiles and Stormwater Calculations Sheets
	3.2.6	Street Lighting Plans
	3.2.7	Traffic Control
	3.2.8	Erosion Control
	3.2.9	Cross Sections
	3.3	Develop any special technical specifications. It is assumed that City standard technical specifications will be used and the City will prepare the bid manual.
	3.4	Develop quantities, bid form and Engineer's Estimate.
	3.5	Submit plans and cost estimate to City.
	3.6	Prepare for and conduct meeting with City to review final plans.
	3.7	Prepare for and conduct meeting with utilities to discuss project schedule and assess utilities impacts.( notneeded for this project)
	3.8	Incorporate final City and utility comments.
	3.9	Sign and seal and submit final documents to City for bidding. It is assumed that the City will administer the distribution of plans and specifications.
<b>4</b>	<b>PROJECT MANAGEMENT AND COORDINATION</b>	
	4.1	Communication with City throughout the project to coordinate status, schedule and design intent.
	4.2	General project administration and invoicing throughout the project.

## Appendix A Scope of Services

The actual 'scope of services' will be finalized during negotiations with the selected firm.

Bartlett & West, Inc. proposes this scope as an outline for the Johnston Drive Road Extension Design Services, as provided within the context of generating the fee for this project.

	4.3 Field check of proposed improvements.
<b>5 BIDDING PHASE SERVICES</b>	
5.1	Attend prebid meeting. Meeting will be ran by City with Consultant reviewing and commenting on agenda prior to the meeting.
5.2	Answer questions from bidders during bidding regarding plans and specifications.
5.3	Develop Addendum based on any changes or clarifications from contractor questions.
<b>6 CONSTRUCTION SERVICES</b>	
6.1	None included in this scope of services.



**CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM**

DATE: 1/9/2016

SUBMITTED BY: Meredith Hauck

DEPARTMENT: Human Resources

- |   |                                     |                                       |   |
|---|-------------------------------------|---------------------------------------|---|
| <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**

Adopting LAGERS Benefit Program L-6

**FINANCIAL IMPACT**

Award To:

Amount of Request/Contract: \$399,677

Amount Budgeted: \$399,677

Funding Source/Account#: Included in FY2017 Budget

**PROJECT TIMELINE**

Estimated Start Date

02/01/2017

Estimated End Date

**STAFF RECOMMENDATION**

Approve

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:

Date:

Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

- Bill 2017-001

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

For many years the City has participated in the Local Area Government Employee Retirement System (LAGERS). LAGERS provides a defined retirement benefit to City employees, and has a number of plans available - each with its own particular formula and conditions for payment of the retirement benefit.

The City currently participates in the L-7 Benefit Program (non-contributory), which uses a multiplier in the payment formula of 1.5%. The FY17 adopted budget includes funding to move from the L-7 Benefit Program to the L-6 Benefit Program. This change would increase the multiplier in the payment formula from 1.5% to 2.0% for all employees. All other elements of the benefit programs would remain the same.

The calculated cost to make this change is \$321,844 in the General Fund, \$34,196 in the Park Fund, and \$43,637 in the Enterprise Fund, for a total of \$399,677 in all operating funds. The yearly savings realized from the transition to City-owned streetlights was used in large part to fund this program.

**BILL 3230**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE TO AMEND ITS BENEFIT PROGRAM UNDER THE MISSOURI LOCAL GOVERNMENT EMPLOYEES RETIREMENT SYSTEM (LAGERS).”**

**WHEREAS**, the City of Raymore has participated in the LAGERS program since 1990; and

**WHEREAS**, the City of Raymore has complied with the notice and filing requirements of Section 105.675 RSMo; and

**WHEREAS**, the City Council on behalf of the City of Raymore, Missouri, an employer under the Missouri Local Government Employees Retirement System, hereby elects to adopt a change in the benefit program of member employees from L-7 to L-6;

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

Section 1. All member employees of the City of Raymore shall be covered under the Benefit Program L-6 in accordance with 70.655 RSMo.

Section 2. The City Clerk shall certify this election to LAGERS within ten days hereof. Such election shall be effective on the first day of February 2017.

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

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

**DULY READ THE FIRST TIME THIS 9TH DAY OF JANUARY, 2017.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF JANUARY, 2017 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Burke, III  
Councilmember Holman  
Councilmember Hubach  
Councilmember Kellogg  
Councilmember Moorhead  
Councilmember Seimears

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

ATTEST:

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

\_\_\_\_\_  
Date of Signature

# Miscellaneous



THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, DECEMBER 5, 2016, AT 6:30 P.M. AT RAYMORE CITY HALL.

COUNCIL PRESENT: MAYOR TURNBOW AND COUNCILMEMBERS ABDELGAWAD, BARBER, BURKE, HOLMAN, HUBACH, AND MOORHEAD. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER MEREDITH HAUCK, CITY ATTORNEY JONATHAN ZERR AND CITY STAFF MEMBERS. COUNCILMEMBER SEIMEARS ABSENT

Mayor Turnbow called the work session to order at 6:30 p.m.

A. ETC Survey

Assistant City Manager Meredith Hauck stated each year the survey is prepared, Council and staff review questions on the survey to update the document. She reviewed the 2015 survey and discussion was held on questions that are outdated and questions that were suggested additions.

B. Construction Traffic Ordinance

City Attorney Jonathan Zerr stated construction traffic has negative impact on roadways within the City as discussed with Council on prior occasion. He reviewed two alternative versions of changes to City Code to allow the City Engineer to prohibit construction traffic on certain roadways and provide options to issue citations for violations. After discussion, direction was provided to bring forth an ordinance to establish the authority to the traffic engineer to designate certain streets that prohibit non-local commercial construction vehicles and to allow for the issuance of citations for violations to either the operator of the vehicle or to the employer of the operator.

C. December/January Council Meeting Schedule

City Manager Jim Feuerborn reviewed Council's meeting schedule for the City's December and January holiday schedule. City observed holidays are December 23 and 26, and January 2 and 16. The regular meeting scheduled for December 26, will be rescheduled December 27, the January 2 work session will be cancelled and not rescheduled, the January 16 work session will be rescheduled for January 17 and a work session will be scheduled for the fifth Monday on January 30. Counsel consensus was provided.

D. Other

Councilmember Hubach suggested the exploration of a location for a dog park. Mr. Feuerborn advised the Park Board and City staff are exploring options.

Mayor Turnbow adjourned the work session of the Raymore City Council to Executive Session at 7:56 p.m.



THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, DECEMBER 19, 2016, AT 7:00 P.M. AT RAYMORE CITY HALL.

COUNCIL PRESENT: MAYOR TURNBOW AND COUNCILMEMBERS ABDELGAWAD, BARBER, BURKE, HOLMAN, KELLOGG, AND SEIMEARS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER MEREDITH HAUCK, CITY ATTORNEY JONATHAN ZERR AND CITY STAFF MEMBERS. COUNCILMEMBERS HUBACH AND MOORHEAD ABSENT.

Mayor Turnbow called the work session to order at 7:00 p.m.

A. Funding Agreement - 155th Street

Public Works Director Mike Krass presented a funding agreement for repair, improvements, and a proposal for de-annexation of 155th street from Kentucky Road to Kurzweil Road by and with the City of Kansas City, Missouri. Council directed staff to prepare an MOU to bring forward for approval.

B. Subdivision Sign Maintenance

Community Development Director Jim Cadoret discussed the growing need to have an operational plan for dealing with concerns from residents about the condition of subdivision signs. A number of options were presented to Council to address this growing issue. Council directed staff to move forward with holding the HOAs responsible if one is present, hold good neighbor meetings to inform the residents of the issues and connect them with a list of volunteers and resources to assist in maintaining the signs, and will bring individual issues to Council if the need to remove signs exists.

C. Other

Mayor Turnbow adjourned the work session of the Raymore City Council at 8:04 p.m.



**THE RAYMORE CHARTER REVIEW COMMISSION MET ON TUESDAY, DECEMBER 20, 2016 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. COMMISSIONERS PRESENT: ACKLIN, BURKE, III, CASTLEMAN, DAREING, HUBACH, MOORHEAD, STIDHAM, WIGGINS, AND WILSON, CITY MANAGER JIM FEUERBORN, CITY CLERK JEANIE WOERNER AND CITY ATTORNEY JONATHAN ZERR.**

**1. Call To Order and Confirmation of Quorum.** Chairman Moorhead called the meeting to order at 6:00 p.m. and determined a quorum.

**2. Pledge of Allegiance.**

**3. Approval of Minutes-December 6, 2016.**

**MOTION:** By Commissioner Hubach, second by Commissioner Castleman to approve the December 6, 2016 minutes as amended and presented.

**DISCUSSION:** None

<b>VOTE:</b>	Commissioner Acklin	Aye
	Commissioner Burke, III	Aye
	Commissioner Castleman	Aye
	Commissioner Dareing	Aye
	Commissioner Hubach	Aye
	Commissioner Moorhead	Aye
	Commissioner Stidham	Aye
	Commissioner Wiggins	Aye
	Commissioner Wilson	Aye

**4. Unfinished Business.**

**A. City Attorney recommends formal action by motion and vote on Sections 3.10 (a) & (b) City Attorney and City Prosecutor, and Sections 3.13 Legislative Procedures (f) and (h) as amended on December 6, 2016.**

**a. Staff report**

City Attorney Jonathan Zerr recommended the Commission take formal action by motion and vote on Sections 3.10 (a) & (b) City Attorney and City Prosecutor, and Sections 3.13 Legislative Procedures (f) and (h) as amended at the December 6, 2016 Commission meeting.

**MOTION:** By Commissioner Moorhead, second by Commissioner Wiggins to formally adopt changes to Sections 3.13 (f) and (h) to read:

**3.13 (f) Procedure.** Every proposed ordinance shall be read by title in *two (2) separate*, open Council meetings two (2) times before final passage *unless the Bill is declared an emergency in Section 3.13 (g)*. A copy of each proposed ordinance shall be provided for each Councilmember at the time of its inclusion on the agenda, and at least three (3) copies of each proposed ordinance shall be provided for public inspection in the office of the City Clerk until it is finally adopted or fails of adoption. Persons interested in a proposed ordinance shall be given an opportunity to be heard before the Council in accordance with such rules and regulations as the Council may adopt.

**3.13 (h) Effective Date.** Every adopted ordinance and resolution shall become effective immediately upon passage, adoption and approval by the Mayor (including deemed approval by the Mayor failing to either sign or disapprove the same within ~~fourteen (14)~~ *ten (10)* days of receipt, ...."

**DISCUSSION:** None

<b>VOTE:</b>	Commissioner Acklin	Aye
	Commissioner Burke, III	Aye
	Commissioner Castleman	Aye
	Commissioner Dareing	Aye
	Commissioner Hubach	Aye
	Commissioner Moorhead	Aye
	Commissioner Stidham	Aye
	Commissioner Wiggins	Aye
	Commissioner Wilson	Aye

**MOTION:** By Commissioner Moorhead, second by Commissioner Wiggins to formally adopt changes to Sections 3.10 (a) and (b) to read:

**3.10 (a)** The City Attorney may be removed at any time with the consent of ~~six (6)~~ *five (5)* out of eight (8) members of the entire Council.

**3.10 (b)** Any Prosecuting Attorney may be removed at any time with the consent of ~~six (6)~~ *five (5)* out of eight (8) members of the entire Council.

**DISCUSSION:** None

<b>VOTE:</b>	Commissioner Acklin	Aye
	Commissioner Burke, III	Aye
	Commissioner Castleman	Aye
	Commissioner Dareing	Aye

Commissioner Hubach	Aye
Commissioner Moorhead	Aye
Commissioner Stidham	Aye
Commissioner Wiggins	Aye
Commissioner Wilson	Aye

**B. Article III, Section 3.2(b) qualifications-continued discussion-(postponed from November 1 and December 6)**

**a. Staff report**

City Attorney Jonathan Zerr suggested language on qualifications which has been discussed by the Commission on prior occasions. Suggested language (provided below) that contains only City oriented requirements for qualifications has been provided in the meeting materials.

*Qualifications.* A Councilmember shall have reached the age of twenty-five (25) years prior to commencing a term of office, *shall be a citizen of the United States*, shall have been a resident of the City for two (2) years and resident of his/her respective ward for six (6) months immediately preceding election and a qualified voter, shall remain a resident of his/her ward and a qualified voter during his/her term of office, shall not be in arrears for any unpaid City taxes, *shall not be subject to City liens or forfeitures, and shall comply with all provisions of RSMo 115.306 as amended.* ~~liens or forfeitures and shall not have been found guilty of or plead guilty to a felony.~~

**b. Commission Member Discussion and Questions**

Chairman Moorhead stated that by listing only City qualifications, eliminates any conflict if changes were made to qualifications as required by State Statute. The reference in the proposed language to RSMo satisfies this concern. No discussion from Commission members was heard. No formal motion or vote heard.

**C. Article III, Section 3.3 Compensation-continued discussion-(postponed from November 15, and December 6)**

**a. Staff report**

City Attorney Jonathan Zerr stated proposed language has been provided in the meeting packet. (provided below) The language as drafted would allow for annual increases to be set according to the consumer price index (CPI).

### **SECTION 3.3: - COMPENSATION**

The Council may determine the ~~annual~~ compensation of Councilmembers by ordinance, ~~if no ordinance adjusting the compensation is passed by the Council prior to July 1 of each year, an automatic adjustment shall be made as follows:;~~ but no ordinance changing such compensation shall become effective for a Councilmember until the commencement of his/her new term of office.

The Council compensation shall be as established by ordinance as of January 1, 2017 and shall be automatically adjusted on an annual basis pursuant to the Mountain Plains Consumer Price Index as established by the United States Department of Labor, Bureau of Labor Statistics for the 12 month period June-May of each year, with an effective date of the following November 1 for all Councilmembers.

Compensation shall begin the day of the administration of the oath of office prorated by day for the month and shall cease on the date of resignation, removal from office or the expiration of term prorated by day for the month.

City Manager Jim Feuerborn stated the draft language has been prepared based on discussions of the Commission. Changes include removing the word "annual", adding automatic increases, and defines when pay begins and ends. The increase would be based on a 12 month, June to May time frame, based on the Mountain Plains CPI. The time of June to May, allows for the City Manager to budget for such increases for the following budget year.

#### **b. Commission Member Discussion and Questions**

General discussion ensued. The Commission postponed discussion to January 3, 2017 in order to move to the next agenda item.

#### **D. Article III, Section 3.4 Mayor Pro Tempore-continued discussion (postponed from November 15 and December 6)**

##### **a. Staff report**

City Attorney Jonathan Zerr explained the draft language provided is based on prior conversations of the Commission to address concerns of the temporary absence of the Mayor and voting powers. (provided below) Draft language in option one addresses the Mayor's absence and/or disability and also allows reference to specific City Code provisions which outline duties and responsibilities of the Mayor Pro Tempore during the

physical absence of the Mayor. Option two provides an outline of the duties of the Mayor Pro Tempore, addresses the temporary absence vs. vacancy of the office of Mayor, and further defines the voting rights of the Mayor Pro Tempore in a temporary absence scenario as well as the voting rights of the Mayor Pro Tempore in the case of a vacancy of the Mayor position.

### **SECTION 3.4: - MAYOR PRO TEMPORE**

Option one--

The Council shall elect annually from among its members a Mayor Pro Tempore. The Mayor Pro Tempore shall assume the powers and duties of the Mayor during the **physical absence *in person*** or disability of the Mayor, or if a vacancy occurs. **While assuming the powers and duties of the Mayor, the Mayor Pro Tempore shall retain his/her vote as a Councilmember, but shall not possess the additional mayoral voting power provided by Section 4.4(a), and shall not possess the mayoral veto power provided by Section 4.4(c). *All as defined and in accordance with City Code Section entitled Mayor Pro Tempore-Duties***

**OR**

Option two--

The Council shall elect annually from among its members a Mayor Pro Tempore. The Mayor Pro Tempore shall assume the powers and duties of the Mayor during the absence or disability of the Mayor, or if a vacancy occurs. ***While assuming the powers and duties of the Mayor during the physical absence in person or disability of the Mayor (until and if the seat is declared vacant), the Mayor Pro Tempore shall retain his/her vote as a Councilmember, but shall not possess the additional mayoral voting power provided by Section 4.4(a), and shall not possess the mayoral veto power provided by Section 4.4(c). While assuming the powers and duties of the Mayor following a vacancy, the Mayor Pro Tem shall possess the Mayoral veto power provided by Section 4.4(c) and the Mayoral voting power provided by Section 4.4(a), but shall not retain his/her vote as a Councilmember.***

#### **b. Commission Member Discussion and Questions**

Councilmember Hubach asked for clarification on the language in option two and powers provided to the Mayor Pro Tem.

Mr. Zerr stated the language as written in option two does not give the Mayor Pro Tempore any veto power in the temporary absence of the Mayor. The Mayor, in a temporary absence, maintains the right to veto or to overturn action made by the Mayor Pro Tempore in the Mayor's temporary absence. In the case of a vacancy of the seat of Mayor, the language is written to provide the Mayor Pro Tempore, as acting Mayor, the right to break a tie and the right to veto, but the Mayor Pro Tempore would not retain his vote as a member of the Council.

Commission discussion ensued.

**MOTION:** By Commissioner Hubach, second by Commissioner Dareing to accept the language identified in option two.

**DISCUSSION:** None

<b>VOTE:</b>	Commissioner Acklin	Aye
	Commissioner Burke, III	Aye
	Commissioner Castleman	Aye
	Commissioner Dareing	Aye
	Commissioner Hubach	Aye
	Commissioner Moorhead	Aye
	Commissioner Stidham	Aye
	Commissioner Wiggins	Aye
	Commissioner Wilson	Aye

**E. Article III, Section 3.7(b) Forfeiture of Office--(postponed from November 15 and December 6) directed staff to bring language to include ethical violations**

**a. Staff report**

City Attorney Jonathan Zerr stated staff offers no changes with the opinion that Section 3.8, Judge of Qualifications provides Council the authority to enforce the forfeiture of office qualifications as defined in Section 3.7(b).

**b. Commission Member Discussion and Questions**

Chairman Moorhead lead discussion on the forfeiture or removal of office for violations of ethical conduct.

Mr. Zerr suggested staff bring forth suggested language to Section 3.7 by adding a subsection to reference the forfeiture of office due to violations of ethical conduct with a cross reference to City Code at the January 3, 2017 meeting.

**F. Article III, Section 3.11 Investigations (opinion from City Attorney regarding the issuance of subpoena)**

**a. Staff report**

City Attorney Jonathan Zerr reported that his investigation has determined that Council does have the authority to issue subpoenas. If subpoenas are not complied with, enforcement would be by Circuit Court.

City Manager Jim Feuerborn stated staff is concurrently doing a comprehensive City Code review alongside of the Charter Review, to incorporate the Commission's changes as well as staff suggested changes. He stated the particular section of City Code that further outlines investigations and powers, received extensive staff discussion. He strongly suggested the Commission not make changes to this Section. Commission discussion ensued and no action or further suggested action at this time was heard.

Chairman Moorhead stated due to the hour, New Business for the January 3, 2017 meeting would begin with Article IV and Article V.

## **5. New Business.**

### **A. Article IV, Mayor**

### **B. Article V, City Manager**

## **6. Other.**

City Attorney Jonathan Zerr referenced the chart provided in the meeting packet that outlines changes the Commission has recommended as of December 6. There are approximately 11 areas of Charter that the Commission has recommended changes. He encouraged the Commission to be mindful of the number of proposed amendments, stating the changes still need to be approved by the Council as recommended to voters, and keep in mind the voters might be leary of a large number of changes.

Mr. Feuerborn further advised the Commission that procedurally, the timeline is at 25% near the Commission's timeframe for final review.

Chairman Moorhead stated the next meetings will be January 3 & 17, 2017.

## **7. Public Comments.**

## **8. Adjournment.**

**MOTION:** By Commissioner Wiggin, second by Commissioner Dareing to adjourn.

<b>VOTE:</b>	Commissioner Acklin	Aye
	Commissioner Burke, III	Aye
	Commissioner Castleman	Aye
	Commissioner Dareing	Aye
	Commissioner Hubach	Aye

Commissioner Moorhead	Aye
Commissioner Stidham	Aye
Commissioner Wiggins	Aye
Commissioner Wilson	Aye

The regular meeting of the Charter Review Commission adjourned at 7:21 p.m.

Respectfully submitted,

Jeanie Woerner  
City Clerk