

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
JANUARY 2, 2018
WORK SESSION
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
6:00 P.M.

1. **Revenue Enhancement Discussion**
Point of Contact: Tom Cole, City Administrator

ADJOURNMENT

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
JANUARY 2, 2018
REGULAR SESSION No. 18
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
7:00 P.M.

Invocation/Pledge of Allegiance
Roll Call

Proclamations & Presentations

- ★ Swearing in of Police Officer Brandon Meyer

Public Comments
Communication from the Mayor
Communication from the City Administrator
Committee Reports

LEGISLATIVE SESSION

1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular December 19, 2017 Board of Aldermen meeting minutes.

REGULAR AGENDA

OLD BUSINESS

2. Public Hearing: A public hearing to establish the 2017 Sewer and Sewerage Disposal Service Charges.

2a. **SECOND READING: Bill No. 6454-17, Section XXI-E-8. AN ORDINANCE** AMENDING CHAPTER 44, UTILITIES; ARTICLE III; SEWERS, DIVISION 3; SERVICES CHARGES, SECTION 44-154, OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Briana Burrichter, Finance Director.

NEW BUSINESS

3. Public Hearing: A public hearing to consider a change in Zoning for property located at 5220 Blue Ridge Cutoff.

3a. **FIRST READING: Bill No. 6456-18, Section XIII. AN ORDINANCE** GRANTING A CHANGE IN ZONING FROM HIGH DENSITY RESIDENTIAL (R-3) TO PLANNED NEIGHBORHOOD COMMERCIAL (NC-P) ON LAND LOCATED AT 5220 BLUE RIDGE CUTOFF IN ACCORDANCE WITH THE PROVISIONS OF THE COMPREHENSIVE ZONING REGULATIONS FOR THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Michael Swan, Planning & Zoning Coordinator.

4. **R-3057-18: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT FOR MEDICAL DIRECTOR SERVICES BETWEEN TUCKER LIENHOP, D.O. AND THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Doug Jones, Emergency Medical Services Director.
5. **R-3058-18: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF MEDICAL SUPPLIES FROM MOORE MEDICAL LLC. OFF THE MID-AMERICA REGIONAL COUNCIL EMERGENCY RESCUE COMMITTEE (MARCER) COOPERATIVE PURCHASE CONTRACT IN AN AMOUNT NOT TO EXCEED \$60,779.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Doug Jones, Emergency Medical Services Director.
6. **R-3059-18: A RESOLUTION** AUTHORIZING AND APPROVING A CONTRACT WITH DEW FARMS, LLC SERVICES FOR MOWING AND NUISANCE ABATEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$40,000.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Ray Haydaripoor, Community Development Director.
7. **R-3060-18: A RESOLUTION** AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT WITH RAYTOWN ANIMAL HOSPITAL, INC. FOR VETERINARY SERVICES ASSOCIATED WITH ANIMAL CONTROL IN AN AMOUNT NOT TO EXCEED \$60,000.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Ray Haydaripoor, Community Development Director.
8. **R-3061-18: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT FOR PLANNING ADVISORY SERVICES WITH RONALD A. WILLIAMSON IN AN AMOUNT NOT TO EXCEED \$30,000.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Ray Haydaripoor, Community Development Director.

ADJOURNMENT

DRAFT
MINUTES
TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
DECEMBER 19, 2017
REGULAR SESSION NO. 17
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133

OPENING SESSION
7:00 P.M.

Mayor Michael McDonough called the December 19, 2017 Board of Aldermen meeting to order at 7:02 p.m. Timmy Hensel of River Church provided the invocation and led the pledge of allegiance.

Roll

Roll was called by Teresa Henry, City Clerk, and the attendance was as follows:

Present: Alderman Karen Black, Alderman Frank Hunt, Alderman Jim Aziere, Alderman Jason Greene, Alderman Ryan Myers, Alderman Steve Meyers, Alderman Bill Van Buskirk, Alderman Bonnaye Mims

Absent: Alderman Mark Moore

Public Comments

Brian Morris, 7304 Sterling Ave, spoke regarding the rules for public comments.

Kathie Schutte spoke on behalf of Raytown Volunteers and Police Service Inc., 10000 E 59 Street, regarding its mission and upcoming events.

Communication from the Mayor

The Mayor highlighted the following:

- Attended the funeral of former Raytown Police Department Captain, Floyd Collins.
- Marion Beeler, former Raytown Police Department Chief, passed away.
- Scooter's Coffee opened their Raytown location.
- Fun House Pizza & Pub is closing after 53 years of service in the community.
- Benetti's Coffee Experience announced they will be closing.
- December 14, was the annual Volunteers Appreciation Dinner.

Communication from the City Administrator

Alderman Myers worked with the City Administrator to record an online video detailing how property taxes are calculated. City staff continues to work on refinancing the 350 HWY Live TIF. Auditors have begun the annual City audit. Public Works remains supplied and ready for any inclement weather that might occur.

Committee Reports

Alderman Black reported that the Ad Hoc Events Committee is creating a monthly event beginning in April 2018 called Raytown Prime Community Time to provide live music every third Saturday in the greenspace.

Alderman Meyers thanked Mayor McDonough for his many appearances as Santa at events throughout the community during the month of December.

Alderman Van Buskirk commented on the passing of Chief Marion Beeler and Captain Floyd Collins as well as the closing of Fun House Pizza & Pub.

LEGISLATIVE SESSION

1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular December 5, 2017 Board of Aldermen meeting minutes.

Alderman Black, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 8-0-1.

Ayes: Aldermen Black, Mims, Hunt, Van Buskirk, Meyers, Myers, Greene, Aziere

Nays: None

Absent: Alderman Moore

REGULAR AGENDA

OLD BUSINESS

2. **SECOND READING: Bill No. 6453-17, Section V-A. AN ORDINANCE AUTHORIZING AND APPROVING A MUNICIPAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR INTERSECTION IMPROVEMENTS AT MO-350 AND RAYTOWN ROAD.** Point of Contact: Damon Hodges, Public Works Director.

The bill was read by title only by Teresa Henry, City Clerk.

Damon Hodges, Public Works Director, remained available for any discussion.

Alderman Mims, seconded by Alderman Black, made a motion to adopt. The motion was approved by a vote of 8-0-1.

Ayes: Aldermen Mims, Black, Hunt, Greene, Van Buskirk, Aziere, Myers, Meyers

Nays: None

Absent: Alderman Moore

Became Ordinance 5585-17

3. **SECOND READING: Bill No. 6455-17, Section V-A. AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE JACKSON COUNTY BOARD OF ELECTION COMMISSIONERS TO UTILIZE CITY HALL AS A POLLING PLACE FOR THE 2018 CALENDAR YEAR.** Point of Contact: Teresa Henry, City Clerk.

The bill was read by title only by Teresa Henry, City Clerk.

Teresa Henry, City Clerk, remained available for any discussion.

Alderman Mims, seconded by Alderman Greene, made a motion to adopt. The motion was approved by a vote of 8-0-1.

Ayes: Aldermen Mims, Greene, Aziere, Meyers, Myers, Black, Hunt, Van Buskirk

Nays: None

Absent: Alderman Moore

Became Ordinance 5586-17

- 4. R-3044-17: A RESOLUTION** AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT FOR INMATE SECURITY HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY, MISSOURI, SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$15,000.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Jim Lynch, Police Chief.

The resolution was read by title only by Teresa Henry, City Clerk.

Chief Lynch remained available for any discussion.

Discussion clarified that three civilian employees have been brought back to manage inmate security in the Police Department.

Alderman Greene, seconded by Alderman Meyers, made a motion to adopt. The motion was approved by a vote of 8-0-1.

Ayes: Aldermen Greene, Meyers, Van Buskirk, Hunt, Mims, Aziere, Black, Myers

Nays: None

Absent: Alderman Moore

NEW BUSINESS

- 5. R-3048-17: A RESOLUTION** AMENDING THE FISCAL YEAR 2017-2018 BUDGET RELATING TO TRANSPORTATION AND CAPITAL SALES TAX. Point of Contact: Briana Burrichter, Finance Director.

The resolution was read by title only by Teresa Henry, City Clerk.

Briana Burrichter, Finance Director, remained available for any discussion.

Discussion compared this budgeting plan with other work done by the Budget Committee.

Alderman Mims, seconded by Alderman Aziere, made a motion to adopt. The motion was approved by a vote of 7-1-1.

Ayes: Aldermen Mims, Aziere, Myers, Black, Greene, Hunt, Van Buskirk

Nays: Alderman Meyers

Absent: Alderman Moore

6. **R-3049-17: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT FOR LEGAL SERVICES WITH KAPKE & WILLERTH, LLC FOR CITY ATTORNEY AND SPECIAL COUNSEL SERVICES AND APPROVING THE EXPENDITURE OF FUNDS WITH KAPKE & WILLERTH, LLC IN EXCESS OF \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2017-2018. Point of Contact: Tom Cole, City Administrator.

The resolution was read by title only by Teresa Henry, City Clerk.

Tom Cole, City Administrator, remained available for any discussion.

Alderman Aziere, seconded by Alderman Black, made a motion to adopt. The motion was approved by a vote of 8-0-1.

Ayes: Aldermen Aziere, Black, Meyers, Greene, Van Buskirk, Myers, Mims, Hunt

Nays: None

Absent: Alderman Moore

7. **R-3050-17: A RESOLUTION** AUTHORIZING AND APPROVING A PROSECUTORIAL SERVICE AGREEMENT BY AND BETWEEN THE CITY OF RAYTOWN, MISSOURI AND ROSS C. NIGRO, JR. Point of Contact: Tom Cole, City Administrator.

The resolution was read by title only by Teresa Henry, City Clerk.

Tom Cole, City Administrator, remained available for any discussion.

Alderman Mims, seconded by Alderman Myers, made a motion to adopt. The motion was approved by a vote of 8-0-1.

Ayes: Aldermen Mims, Myers, Hunt, Greene, Van Buskirk, Black, Aziere, Meyers

Nays: None

Absent: Alderman Moore

8. **R-3051-17: A RESOLUTION** AMENDING THE FISCAL YEAR 2017-2018 BUDGET BY TRANSFERRING \$757,514.00 FROM UN-APPROPRIATED SURPLUS TO VARIOUS FUNDS TO ACCOMMODATE PRIOR YEAR ENCUMBRANCES WHICH WERE APPROVED IN FISCAL YEAR 2016-2017 BUT NOT EXPENDED DURING SUCH FISCAL YEAR. Point of Contact: Briana Burrichter, Finance Director.

The resolution was read by title only by Teresa Henry, City Clerk.

Briana Burrichter, Finance Director, remained available for any discussion.

Alderman Mims, seconded by Alderman Myers, made a motion to adopt. The motion was approved by a vote of 8-0-1.

Ayes: Aldermen Mims, Myers, Aziere, Hunt, Van Buskirk, Black, Meyers, Greene

Nays: None

Absent: Alderman Moore

9. **R-3052-17: A RESOLUTION** AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT BY AND BETWEEN TYLER TECHNOLOGIES, INC. AND THE CITY OF RAYTOWN, MISSOURI FOR MAINTENANCE OF WINDOWS-BASED SOFTWARE PROVIDED BY INTERACTIVE COMPUTER DESIGNS, INC. IN AN AMOUNT NOT TO EXCEED \$123,150.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Briana Burrichter, Finance Director.

The resolution was read by title only by Teresa Henry, City Clerk.

Briana Burrichter, Finance Director, remained available for any discussion.

Alderman Greene, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 8-0-1.

Ayes: Aldermen Greene, Mims, Van Buskirk, Hunt, Meyers, Aziere, Black, Myers

Nays: None

Absent: Alderman Moore

10. R-3053-17: A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH INDEPENDENT SALT COMPANY FOR THE PURCHASE OF SALT FOR THE PURPOSE OF TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER IN A TOTAL AMOUNT NOT TO EXCEED \$60,000.00 FOR FISCAL YEAR 2017-2018. Point of Contact: Damon Hodges, Public Works Director.

The resolution was read by title only by Teresa Henry, City Clerk.

Damon Hodges, Public Works Director, remained available for any discussion.

Alderman Aziere, seconded by Alderman Black, made a motion to adopt. The motion was approved by a vote of 8-0-1.

Ayes: Aldermen Aziere, Black, Hunt, Greene, Myers, Meyers, Van Buskirk, Mims

Nays: None

Absent: Alderman Moore

11. R-3054-17: A RESOLUTION AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF STORM WATER INFRASTRUCTURE REPAIR IN THE CITY OF RAYTOWN, MISSOURI FROM D & D CUSTOM CONSTRUCTION AND APPROVING PROJECT EXPENSES FOR WOODSON ROAD AND LITTLE BLUE FOR A TOTAL AMOUNT NOT TO EXCEED \$30,000.00. Point of Contact: Damon Hodges, Public Works Director.

The resolution was read by title only by Teresa Henry, City Clerk.

Damon Hodges, Public Works Director, remained available for any discussion.

Alderman Mims, seconded by Alderman Van Buskirk, made a motion to adopt. The motion was approved by a vote of 8-0-1.

Ayes: Aldermen Mims, Van Buskirk, Hunt, Meyers, Myers, Greene, Aziere, Black

Nays: None

Absent: Alderman Moore

12. R-3055-17: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH PYRAMID CONTRACTORS FOR THE 83RD STREET BRIDGE PROJECT IN A TOTAL AMOUNT NOT TO EXCEED \$1,578,110.00. Point of Contact: Damon Hodges, Public Works Director.

The resolution was read by title only by Teresa Henry, City Clerk.

Damon Hodges, Public Works Director, remained available for any discussion.

Alderman Myers, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 8-0-1.

Ayes: Aldermen Myers, Mims, Hunt, Greene, Van Buskirk, Black, Aziere, Meyers
Nays: None
Absent: Alderman Moore

13. **R-3056-17: A RESOLUTION** DECLARING CERTAIN PROPERTY OWNED BY THE CITY OF RAYTOWN AS SURPLUS AND AUTHORIZING DISPOSITION OF SUCH PROPERTY BY AUCTION. Point of Contact: Damon Hodges, Public Works Director.

The resolution was read by title only by Teresa Henry, City Clerk.

Damon Hodges, Public Works Director, remained available for any discussion.

Alderman Mims, seconded by Alderman Myers, made a motion to adopt. The motion was approved by a vote of 8-0-1.

Ayes: Aldermen Mims, Myers, Aziere, Greene, Meyers, Black, Hunt, Van Buskirk
Nays: None
Absent: Alderman Moore

DISCUSSION ITEM(S)

14. Future Board Meetings – Tom Cole, City Administrator

Tom Cole, City Administrator, presented information regarding the process for adding potential items to the April 2018 election ballot.

Aldermen and members of the Ad Hoc Committee to Review Revenue Enhancement spoke regarding potential ballot items.

The discussion of this topic will continue at the upcoming work sessions and meetings.

ADJOURNMENT

Alderman Myers, seconded by Alderman Mims, made a motion adjourn. The motion was approved by a majority of those present.

The meeting adjourned at 8:55 p.m.

Teresa M. Henry, MRCC
City Clerk

CITY OF RAYTOWN
Request for Board Action

Date: December 28, 2017
To: Mayor and Board of Aldermen
From: Briana Burrichter, Finance Director

Bill No. 6454-17
Section No. XXI-E-8

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Approve the recommended sewer rate user fee to provide coverage for necessary operational, capital, treatment and debt expenses.

Analysis: Over the past several years, sewer treatment costs have risen for treatment services provided by Kansas City Missouri (KCMO) and for Little Blue Valley Sewer District (LBVSD) provided services. For several years, City staff was able to maintain the City rate through the implementation of numerous cost-saving programs.

This year in order to be compliant with funding requirements associated with debt issued for the sewer fund the sewer rate will need to be increased approximately 5% across the board. This will ensure sustainability of the fund. Based on historical increases from KCMO and LBVSD there will be additional increases needed in future years.

Due to rising costs in treatment, maintenance, and operations, staff is recommending the following adjustments to Chapter 44, Article III, Sec. 44-154:

- 1) Amend c (4) to read Base Rate - the Base Rate shall be \$[14.70] 15.44 per month.
- 2) Amend c (9) to read *Variable rate*. The revenue charged expressed in per 1,000 gallons that is derived when the annual variable rate revenue requirement is divided by the customer volumes, estimated to be [eight dollars and twenty-eight] eight dollars and sixty-nine cents \$[8.28] 8.69 per 1,000 gallons, in excess of 1,000 gallons.

Alternatives: Due to the rising cost of treatment, staff does not believe there are any alternatives to raising the sewerage rate to cover the increases.

Fiscal Impact: Increasing the user fee will offset increases in expenses that are outside the control of the City.

Additional Reports Attached: Five-year Statement of Sewer Fund costs

AN ORDINANCE AMENDING CHAPTER 44, UTILITIES; ARTICLE III; SEWERS, DIVISION 3; SERVICES CHARGES, SECTION 44-154, OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, MISSOURI

WHEREAS, the City of Raytown (the "City") owns and operates its sanitary sewer system; and

WHEREAS, the City of Raytown, pursuant to RSMo Chapter 250, is authorized to establish, make and collect charges for sewerage services; and

WHEREAS, pursuant to Ordinance 5561-16 the City adopted a formula for the calculation of sanitary sewer service charges to customers within the City; and

WHEREAS, prior to establishing the sanitary sewer charge the City is required to hold a public hearing on the proposed rate to be utilized; and

WHEREAS, after due public notice as required by law, a public hearing on the proposed sanitary sewer service charges was held on January 2, 2018; and

WHEREAS, after considering the proposed charges and the public input, the City of Raytown desires to establish sanitary sewer charges within the City as set forth herein;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 – APPROVAL OF AMENDMENT. That Section 44-154, commonly known as Formula For Calculating Rates Established of the Code of Ordinances of the City of Raytown is hereby amended as provided in Section 2.

SECTION 2 - AMENDMENT. The City Code Chapter 44, Utilities; Article III, Sewers; Division 3; Services Charges, Section 44-154 relating to the formula for calculating rates established within the City is hereby amended to read as follows:

Section 44-154. Formula for Calculating Rates Established.

(c) The following variables shall be used in calculating the rate of sanitary sewer service charges:

(4) Base Rate - the base rate shall be \$[14.70] 15.44 per month.

(9) Variable Rate – The revenue charged expressed in per 1,000 gallons that is derived when the annual variable rate revenue requirement is divided by the customer volumes, estimated to be [eight dollars and twenty-eight] eight dollars and sixty-nine cents \$[8.28] 8.69 per 1,000 gallons, in excess of 1,000 gallons.

SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its date of passage.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 2nd day of January, 2018

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

APPROVED AS TO FORM:

Joe Willerth, City Attorney

SUMMARY OF REVENUES AND EXPENDITURES AND FUND BALANCE
SEWER FUND

	2013-2014 Actual	2014-2015 Actual	2015-2016 Actual	2016-2017 Budget	2016-2017 Projected	2017-2018 Budget
Total Revenues	\$5,742,533	\$5,813,049	\$6,091,278	7,027,500	\$6,803,001	7,047,037
Percentage Change	-4.46%	1.23%	4.79%	15.37%	11.68%	3.59%
Total Expenditures	\$5,162,735	\$5,791,465	\$6,308,002	7,218,229	\$6,900,000	\$7,064,058
Percentage Change	-5.21%	12.18%	8.92%	14.43%	9.38%	2.38%
Excess of Revenues over (under) Expenditures	\$579,798	\$21,584	(\$216,724)	(\$190,729)	(\$96,999)	(\$17,021)
Fund Balance						
Unrestricted Fund Balance	\$7,245,258	\$7,821,530	\$7,829,203	\$7,565,668	\$7,565,668	\$7,467,692
Percentage Change	11.00%	7.95%	0.10%	-3.37%	-3.37%	-1.30%
Assigned Fund Balance	\$77,442	\$77,442	\$77,442	\$77,442	\$77,442	\$77,442
Restricted Fund Balance	\$287,127	\$290,652	\$304,564	\$351,375	\$351,375	\$352,352
Total Fund Balance	\$8,189,625	\$8,211,209	\$7,994,485	\$7,803,756	\$7,897,486	\$7,880,465
Percentage Change	8.49%	0.26%	-2.64%	-2.39%	-1.21%	-0.22%

City of Raytown Fiscal Year 2018 Annual Budget

Detailed Summary of Sewer Fund Revenues

	2013-2014 Actual	2014-2015 Actual	2015-2016 Actual	2016-2017 Budget	2016-2017 Projected	2017-2018 Budget
FUND: Sewer						
<u>Service Charges</u>						
Contract Charges	27,483	26,532	(29,827)	30,000	8,250	8,000
Returned Items	6,781	6,556	6,226	5,500	6,300	5,000
Sewer Use Charge	5,312,282	5,311,599	5,637,891	6,520,000	6,285,000	6,599,250
Sewer Late Pay Penalties	153,107	153,606	162,997	165,000	200,000	165,000
Circuit Breaker	(10,702)	(9,422)	(5,574)	(12,000)	(9,000)	(10,500)
Total Service Charges	5,488,951	5,488,871	5,771,713	6,708,500	6,490,550	6,766,750
<u>Licenses & Permits</u>						
Total Licenses & Permits	-	-	-	-	-	-
<u>Miscellaneous</u>						
Credit Card Processing Fee	-	1,665	8,624	4,000	22,500	16,000
Interest Earnings	5,697	7,467	9,051	15,000	17,000	16,000
Investment Income	8,094	11,410	9,789	-	11,000	10,000
SRF Interest Subsidy	181,798	171,833	160,710	175,000	149,100	136,596
State SRF 2007 Proceeds	(4,000)	-	-	-	-	-
SRF Interest Subsidy	61,987	131,432	131,390	125,000	112,851	101,691
Miscellaneous Revenue	7	372	-	-	-	-
Total Miscellaneous	253,583	324,179	319,564	319,000	312,451	280,287
<u>One Time Revenues</u>						
Total One Time Revenues	-	-	-	-	-	-
<u>Transfer From Other Funds</u>						
Total Transfers From Other Funds	-	-	-	-	-	-
<u>TOTAL TIF REVENUE</u>	<u>5,742,534</u>	<u>5,813,050</u>	<u>6,091,277</u>	<u>7,027,500</u>	<u>6,803,001</u>	<u>7,047,037</u>

Sewer Fund Department Budget

Finance

Expense Category

Personnel Services	223,801
Supplies, Services, and Charges	3,993,201
Repairs & Maintenance	-
Utilities	-
Capital Expenditures	5,000
Debt Service	1,238,922

Total Sewer Fund Request 5,460,924

Request Increase (Decrease) from FY 17 (1,079,700)
 % change from FY 17 -16.51%

Personnel Summary- Full Time Equivalents (FTE)

Job Title	FY 16 Budget	FY 17 Budget	FY18 Request	Difference FY 17
A/P Clerk			0.10	0.10
Controller			0.15	0.15
Finance Director			0.15	0.15
Payroll Clerk			0.10	0.10
Billing Clerk			2.00	2.00
Treasury Analyst			0.50	0.50
Treasury Clerk	-	-	0.50	0.50
	-	-	3.50	3.50

Expense Category	17'/18' Request
<i>Personnel Services</i>	223,801
Civilian Employees	150,471
Annual Salary	150,471
COLA/Merit Increase	-
Commissioned Officers	
Part Time Employees	
Civilian Employees Overtime	7,410
Life Insurance	506
Deferred Compensation- LAGERS	20,998
Civilian Pension- 401A Match	3,158
Health Insurance	23,915
Med Exp - HSA Contribution	1,275
Unemployment	500
Dental	1,887
Vision	427
FICA	12,078
Ins Opt Out Incentive	503
Phone Allowance	312
Workers Compensation Insurance	361
<i>Supplies, Services, and Charges</i>	3,993,201
Office Supplies	2,500
Operating Supplies	
Contractual Services	
Postage	60,700
Postage - Arista Information Systems	58,800
Monthly prepaid write-off	1,900
Temporary Clerical	
Sewer Treatment	3,744,363
Monthly Charges - KC Water	1,144,363
Quarterly Charges - Little Blue Valley	2,600,000
Printing & Promotions	26,852
Sewer quarterly bill inserts	1,800
Printing (Arista Information System)	25,052
IT	18,500
Incode	18,500
Dues & Membership	250
Equipment	1,600
Postage Machine Rental	1,600
Legal	
Professional Services	4,200
Disclosure Service	4,200
Professional Development	2,500
Conferences - 2 employees Incode	1,500
Webinar's - Incode Training	1,000
Meetings & Events	150
Meals & Travel	1,750
Conferences - 2 employees Incode	1,750
Administrative Fee	
Bad Debt Expense	85,000
Collection Agency	2,500
General Liability Insurance	26,501
Circuit Breaker	9,835
Bank Charges	6,000
<i>Repairs & Maintenance</i>	-
<i>Utilities</i>	-

Sewer Fund - Finance

<i>Capital Expenditures</i>		5,000
Capital Expenditures		5,000
	Counter Upgrade & Security Glass	5,000
<i>Debt Service</i>		1,238,922
SRF Principal		802,153
	SRF 06 Principal Pymt	400,000
	SRF 07 Principal Pymt	260,000
	2013 Refunding Bond	155,000
	SRF 06 Amortization of Bond Premium	(12,793)
	SRF 07 Amortization of Bond Premium	(1,823)
	SRF 2013 Amortization of Deferred Amt on Refunding	1,769
SRF Interest		393,269
	Interest SRF 06	208,612
	Interest SRF 07	151,626
	Interest SRF 13	33,031
	Amortization of bond premium	
Fiscal Agent Fee's		43,500
	DNR Fee SRF 06	17,976
	UMB Fee SRF 06	1,318
	DNR Fee SRF 07	22,608
	UMB Fee SRF 07	1,035
	UMB Fee 13	320
	Rebate Fee	230
	Misc	13
<i>Total Sewer Fund Request</i>		<i>5,460,924</i>

Sewer Fund Department Budget

Public Works

Expense Category

Personnel Services	822,514
Supplies, Services, and Charges	254,670
Repairs & Maintenance	239,950
Utilities	16,000
Capital Expenditures	270,000
Debt Service	-

Total Sewer Fund Request 1,603,134

Request Increase (Decrease) from FY 17 1,116,659
 % change from FY 17 229.54%

Personnel Summary- Full Time Equivalents (FTE)

Job Title	FY 16 Budget	FY 17 Budget	FY18 Request	Difference FY 17
Admin. Assistant			1.90	1.90
City Engineer			0.50	0.50
Crew Leader			3.30	3.30
Engineering Intern			0.50	0.50
Fleet Director			0.20	0.20
Maintenance Worker			3.40	3.40
Mechanic	-	-	0.40	0.40
Public Works Director			0.50	0.50
Operations Supervisor			1.00	1.00
Superintendent	-	-	0.50	0.50
ROW Inspector	-	-	0.30	0.30
Sr. Maintenance Worker	-	-	1.00	1.00
	-	-	13.50	13.50

Expense Category			17/18' Request
<i>Personnel Services</i>			<i>822,514</i>
Civilian Employees			504,765
	Annual Salary	504,765	
	COLA/Merit Increase	-	
Commissioned Officers			
Part Time Employees			32,466
	Annual Salary	32,466	
	COLA/Merit Increase	-	
Civilian Employees Overtime			25,412
	Overtime	15,497	
	Special Hours	9,915	
Life Insurance			1,839
Deferred Compensation- LAGERS			64,810
Civilian Pension- 401A Match			10,604
Health Insurance			98,521
Death Benefit Insurance			
Commissioned Emp Pension			
Med Exp - HSA Contribution			1,650
Unemployment			1,000
Dental			5,649
Vision			1,262
FICA			43,042
Ins Opt Out Incentive			6,373
Phone Allowance			576
Workers Compensation Insurance			24,545
<i>Supplies, Services, and Charges</i>			<i>254,670</i>
Office Supplies			5,000
Operating Supplies			16,500
	General Supplies	3,000	
	Sanitation Supplies	5,000	
	Tools & Labor Supplies	8,500	
Uniforms			5,100
	Rental	2,000	
	Purchase	3,100	
Contractual Services			37,200
	Comcast	1,200	
	DNR Connection Fees	11,000	
	Root Treatments	25,000	
Postage			200
Temporary Clerical			
Printing & Promotions			
IT			6,500
	GPS	1,500	
	Web GIS	5,000	
Dues & Membership			1,000
	Water/Wastewater	500	
	APWA	500	
Equipment			24,500

Sewer Fund - Public Works

	Equipment Rentals	4,000	
	Minor Equipment(ex. Sewer truck , jetter hoses, replacement nozzles)	20,500	
	Professional Services		120,000
	SSES Study	120,000	
	Professional Development		5,300
	Water/Wastewater Conference	3,400	
	APWA PWX	1,900	
	Meetings & Events		
	Meals & Travel		2,750
	General Liability Insurance		30,620
	Bank Charges		
	<i>Repairs & Maintenance</i>		<i>239,950</i>
	Repair & Maintenance Supplies		8,500
	Sewer manhole & line supplies	8,500	
	Building Maintenance		
	Repair & Maintenance Services		154,500
	Emergency Repair	150,000	
	Copier Maintenance	1,500	
	Pump repair & service	3,000	
	Vehicle Expense		49,750
	Repairs & Service	47,000	
	Supplies & Tools	2,750	
	Fuel		27,200
	<i>Utilities</i>		<i>16,000</i>
	Electricity		7,900
	6417 Railroad	5,000	
	VM Building	1,900	
	Pump Station	1,000	
	Gas		3,250
	6417 Railroad	2,500	
	VM Building	750	
	Water		4,850
	6417 Railroad	750	
	Truck Fill	4,100	
	Telephone (hard lines)		
	Mobile Phone & Pagers		
	<i>Capital Expenditures</i>		<i>270,000</i>
	Capital Expenditures		270,000
	Sewer Mitigation	30,000	
	Sewer Rehabilitation	240,000	
	<i>Debt Service</i>		<i>-</i>
	SRF Principal		
	SRF Interest		
	Total Sewer Fund Request		1,603,134

CITY OF RAYTOWN
Request for Board Action

Date: December 29, 2017

Bill No. 6456-18

To: Mayor and Board of Aldermen

Section No.: XIII

From: Michael Swan, Planning & Zoning Coordinator

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____

Action Requested: Perform first reading and conduct a public hearing to consider a rezoning application to rezone property located at 5220 Blue Ridge Cutoff from High-Density Residential (R-3) to Planned Neighborhood Commercial (NC-P) to rebuild a gas station/convenience store.

Recommendation: The Planning & Zoning Commission voted 8-0 (1 absent) to recommend approval of the rezoning subject to the conditions stipulated in the Ordinance.

Analysis: Riad Baghdadi on behalf of M&Z Inc. is requesting approval of a rezoning application for property located at 5220 Blue Ridge Cutoff. The applicant is requesting to rezone the property to a planned development Neighborhood Commercial (NC-P) in order to rebuild an existing service station/convenience store. Currently, the existing business is a legal non-conforming use as this property is zoned residential (R-3). The proposed convenience store is approximately 3,700 square feet. A new canopy would be placed over the existing four (4) fuel islands; no additional fuel pumps are proposed. The site plan of the proposed development provides adequate parking and a landscape plan has been submitted with this application.

Alternatives: Alternatives to the recommendation of the Planning & Zoning Commission would be to either deny the rezoning application or refer the application back to the Planning & Zoning Commission for revisions and/or further review.

Budgetary Impact: This application does not require the City to provide any funding. The proposed business is anticipated to provide an increase in sales tax revenues to City.

Not Applicable

Additional Reports Attached:

- Staff Report from December 7, 2017 Planning & Zoning Commission meeting
- Minutes from December 7, 2017 Planning & Zoning Commission meeting

AN ORDINANCE GRANTING A CHANGE IN ZONING FROM HIGH DENSITY RESIDENTIAL (R-3) TO PLANNED NEIGHBORHOOD COMMERCIAL (NC-P) ON LAND LOCATED AT 5220 BLUE RIDGE CUTOFF IN ACCORDANCE WITH THE PROVISIONS OF THE COMPREHENSIVE ZONING REGULATIONS FOR THE CITY OF RAYTOWN, MISSOURI

WHEREAS, Application PZ-2017-011, submitted by Riad Baghdadi on behalf of M&Z Inc., is proposing to rezone a property containing a service station/convenience store from High-Density Residential (R-3) to Planned Neighborhood Commercial (NC-P) on land located at 5220 Blue Ridge Cutoff, was referred to the Planning Commission for consideration; and

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing on December 7, 2017, and rendered a report to the Board of Aldermen recommending that the zoning requested be approved; and

WHEREAS, after due public notice in the manner prescribed by law, the Board of Aldermen held a public hearing on January 2, 2018, which public hearing was continued to January 16, 2018 for further consideration and public comment; and

WHEREAS, the Board of Aldermen, after considering the evidence presented during such public hearings have determined it is in the best interest of the citizens of the City of Raytown to rezone said property;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 – REZONING OF PROPERTY. That the property located at 5220 Blue Ridge Cutoff and legally described in “Exhibit A” attached hereto and incorporated herein by reference is hereby rezoned from High-Density Residential (R-3) to Planned Neighborhood Commercial (NC-P).

SECTION 2 – CONDITIONS OF APPROVAL. That the rezoning of 5220 Blue Ridge Cutoff be approved subject to the following nine (9) conditions:

1. The planned development shall be limited to the uses of convenience store and service station.
2. The property shall be platted and the plat shall be recorded prior to occupancy of the new building.
3. The number of fuel islands shall not exceed four (4).
4. The maximum building coverage shall be thirty (30) percent.
5. The minimum open space shall be forty-five (45) percent.
6. The applicant shall relocate storm sewer pipe(s) as necessary.
7. The setbacks and landscaping shall be as shown on the site plan, Sheet C2.
8. The existing building shall be demolished within sixty (60) days of the occupancy of the new building, weather permitting.
9. The applicant shall be permitted to have one (1) monument sign and shall meet all the requirements of the sign regulations.

SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ____ day of January, 2018

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

APPROVED AS TO FORM:

Joe Willerth, City Attorney



DEVELOPMENT PLAN

SHEET LIST	
SHEET NUMBER	SHEET NAME
C1	COVER SHEET
C2	SITE PLAN
C3	DEMOLITION PLAN
C4	LANDSCAPE PLAN
C5	ELEVATIONS
C6	STORM DRAINAGE PLAN
C7	MONUMENT SIGN DETAILS
C8	TRASH ENCLOSURE PLANS
C9	CANOPY DETAILS
C10	LIGHTING PLAN



LOCATION MAP PROJECT LOCATION

DEVELOPMENT:

FOOD MART CONVENIENCE STORE & FUEL STATION

LEGAL DESCRIPTION:
HICKORY HILLS LOT 67

- A. PROPOSED ZONING: NC-P
- B. TOTAL LAND AREA: 41,028.21 Sq. Ft SF (0.94 ACRE)
- C. LAND AREA OR ACRES FOR EXISTING AND PROPOSED STREET RIGHT OF WAY: 0 S.F.
- D. PROPOSED USE: CONVENIENCE STORE & FUELING STATION.
- E. HEIGHT: 18'-6" ONE-STORY CONVENIENCE STORE & 16'-0" HEIGHT EXISTING CANOPY.
- F. GROSS FLOOR AREA PER FLOOR AND TOTAL FOR EACH BUILDING: 4000 S.F.
- G. BUILDING COVERAGE AND FLOOR AREA RATIO: 9.7%
- H. REQUIRED NUMBER OF PARKING: PROPOSED PARKING SPACES: 2.5 X 4000/ 1000 = 10 PARKING
- I. PARKING PROVIDED: 13 INCLUDING ONE HANDICAP ACCESSIBLE
- J. COMMENCEMENT AND COMPLETION DATES FOR EACH PHASE:
COMMENCEMENT DATE: 04-01-2018
FINISH DATE: 11-20-2018

CITY OF RAYTOWN ADOPTED BUILDING CODES:
 2012 INTERNATIONAL BUILDING CODE
 2012 INTERNATIONAL RESIDENTIAL CODE (ICC)
 2012 INTERNATIONAL PRIVATE SEWAGE DISPOSAL CODE (ICC)
 2012 INTERNATIONAL FUEL GAS CODE (ICC)
 2012 INTERNATIONAL MECHANICAL CODE (ICC)
 2012 INTERNATIONAL ENERGY CONSERVATION CODE (ICC)
 2012 INTERNATIONAL EXISTING BUILDING CODE (ICC)
 2011 NATIONAL ELECTRICAL CODE
 2012 INTERNATIONAL PLUMBING CODE
 A17.1-2010 SAFETY CODE FOR ELEVATORS AND ESCALATOR
 NFPA LIFE SAFETY CODE

SCOPE OF WORK

- REMOVE EXISTING C STORE
- CONSTRUCT NEW C STORE
- INSTALL FUEL CANOPY OVER EXISTING FUEL PUMPS
- CONSTRUCT SITE IMPROVEMENT INCLUDING PAVEMENTS, PARKING, LANDSCAPE & LIGHTING

BUILDING DATA:
 OCCUPANCY: M - MERCANTILE
 CONSTRUCTION TYPE: V-B

STORM DRAINAGE NOTES:

EXISTING IMPERVIOUS AREA:	20125 S.F.
EXISTING PERVIOUS AREA:	21205 S.F.
NEW PERVIOUS AREA:	20161 S.F.
NEW IMPERVIOUS AREA:	21169 S.F.
CHANGE IN IMPERVIOUS AREA:	1044 S.F. (51%)

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RB ARCHITECTURE ENGINEERING CONSTRUCTION
 10107 W.105 STREET, OVERLAND PARK, KANSAS 66212
 TEL: (913) 375-7659 EMAIL: riad.baghdadi@yahoo.com

Professional Engineer Seal for Riad Baghdadi, No. A-7107, State of Missouri. Date: 10/22/2017 1:49:07 PM.

No.	Description	Date
1	Revision 1	01-20-2017

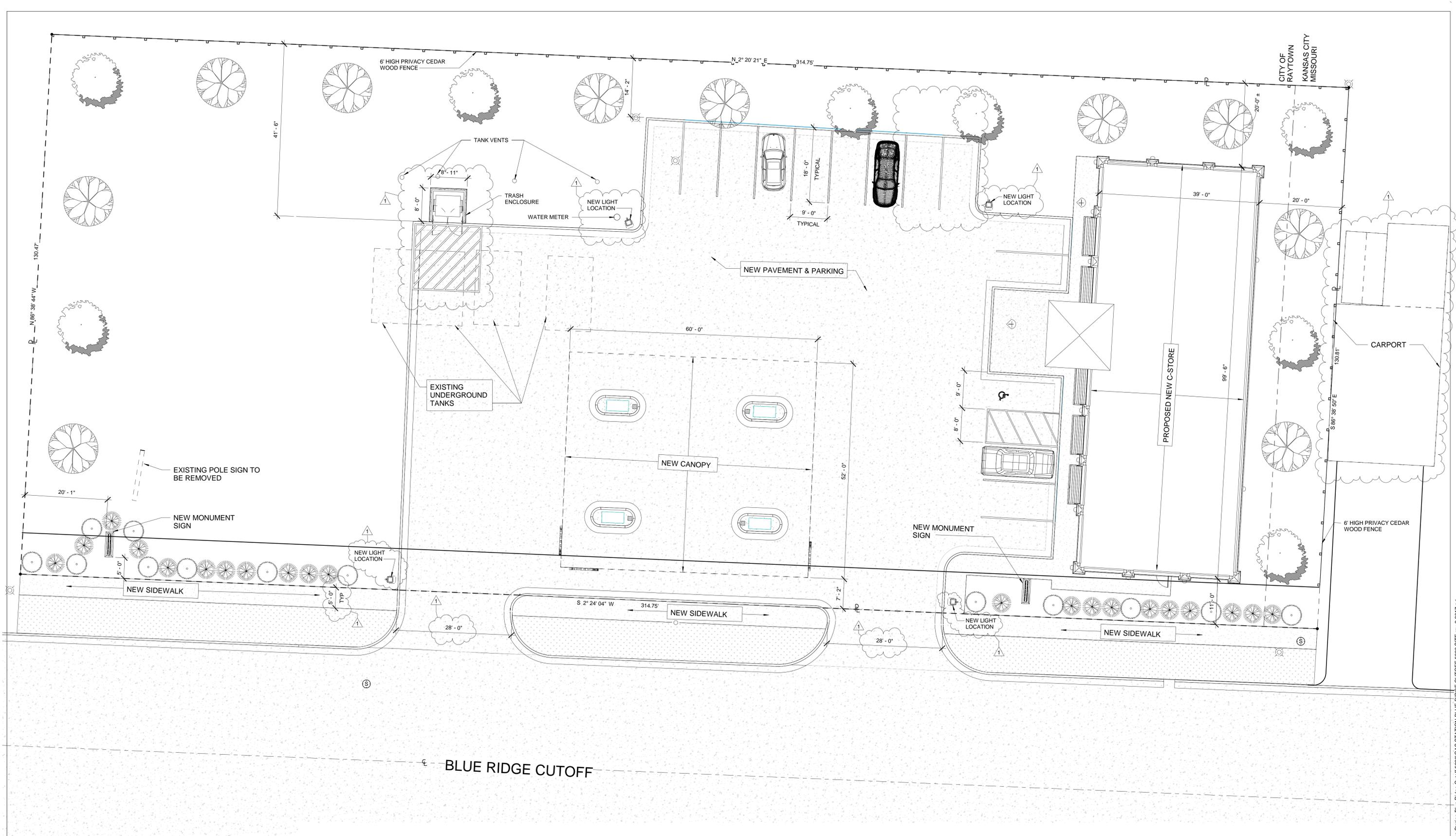
BULE RIDGE FOOD MART & SMOKE DISCOUNT FUELING STATION
 5220 BLUE RIDGE CUTOFF
 RAYTOWN, MISSOURI

COVER SHEET

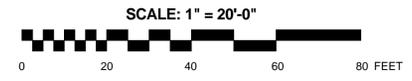
Project number	111
Date	Issue Date
Drawn by	Author
Checked by	Checker

C1

GROUP SHEET NO.



1 PROPOSED SITE PLAN
C2
1" = 10'-0"



RB
ARCHITECTURE ENGINEERING CONSTRUCTION
 10107 W 105 STREET, OVERLAND PARK KANSAS 66212
 TEL: (913) 375-7659 EMAIL: riad.baghdadi@yahoo.com

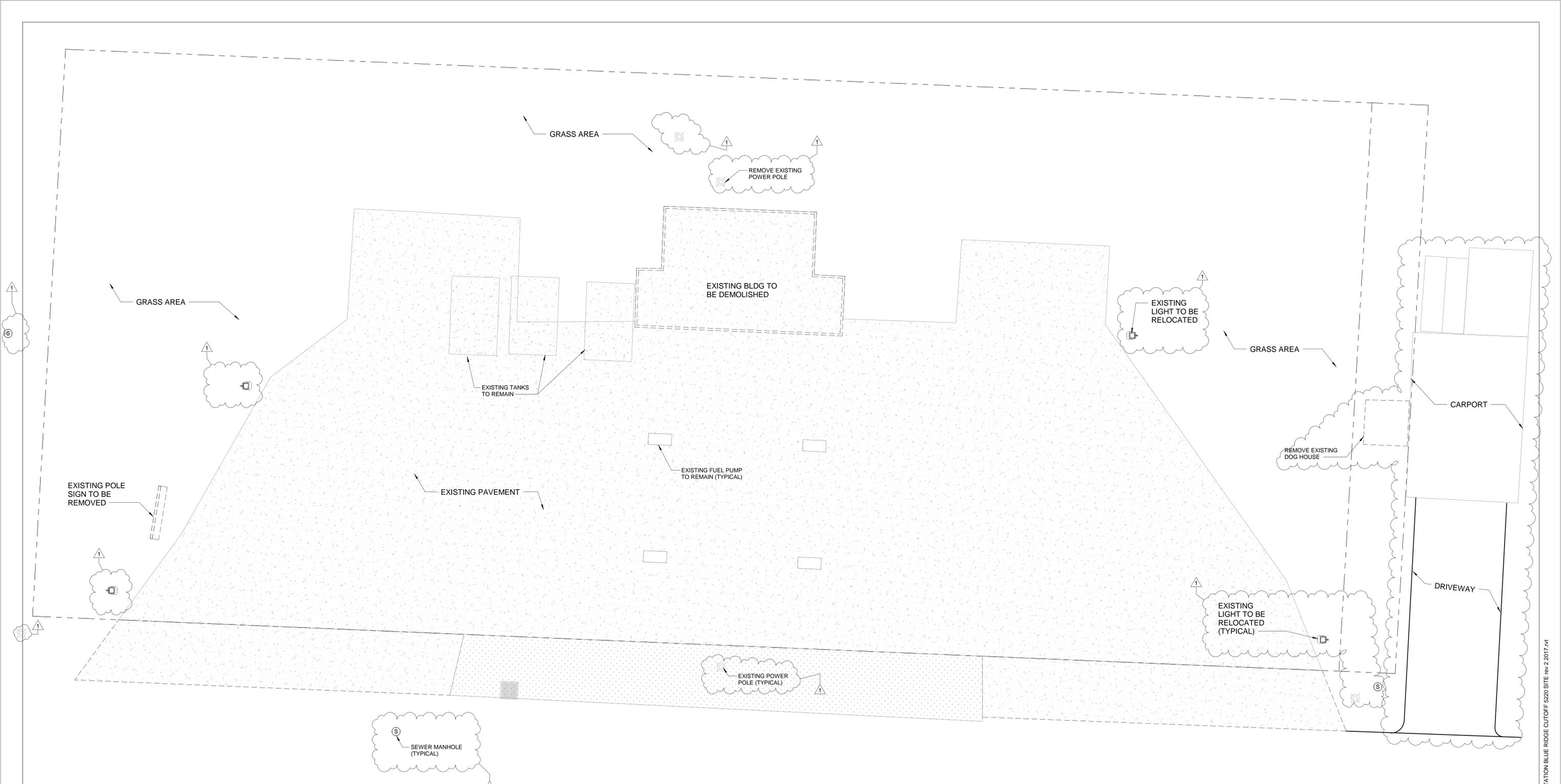
No.	Description	Date
1	Revision 1	01-20-2017



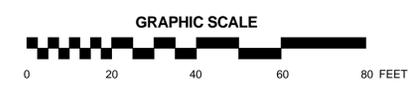
**BULE RIDGE FOOD
 MART & SMOKE
 DISCOUNT FUELING
 STATION**
 5220 BLUE RIDGE CUTOFF
 RAYTOWN, MISSOURI

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SITE PLAN
C2
 SHEET NO.



1 SITE DEMOLITION PLAN
C3 1" = 10'-0"



RB
ARCHITECTURE ENGINEERING CONSTRUCTION
10107 W 105 STREET, OVERLAND PARK KANSAS 66212
TEL: (913) 375-7659 EMAIL: riad.baghdadi@yahoo.com

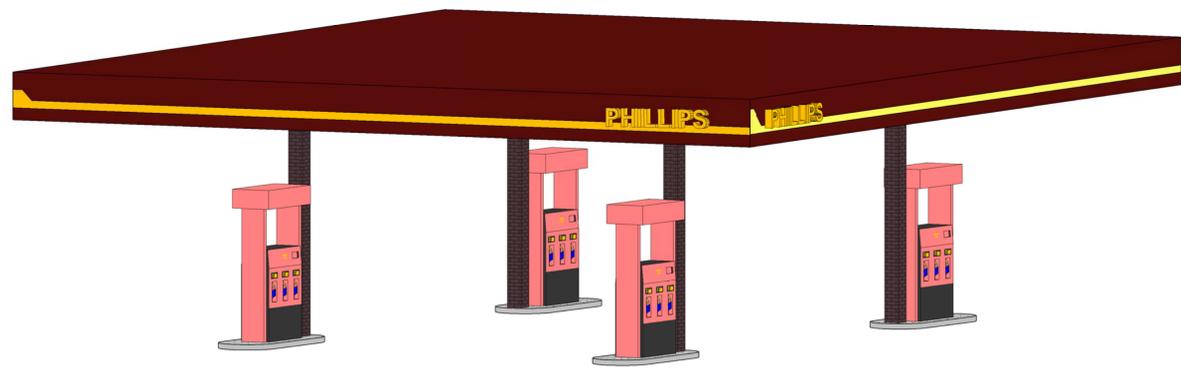
No.	Description	Date
1	Revision 1	01-20-2017



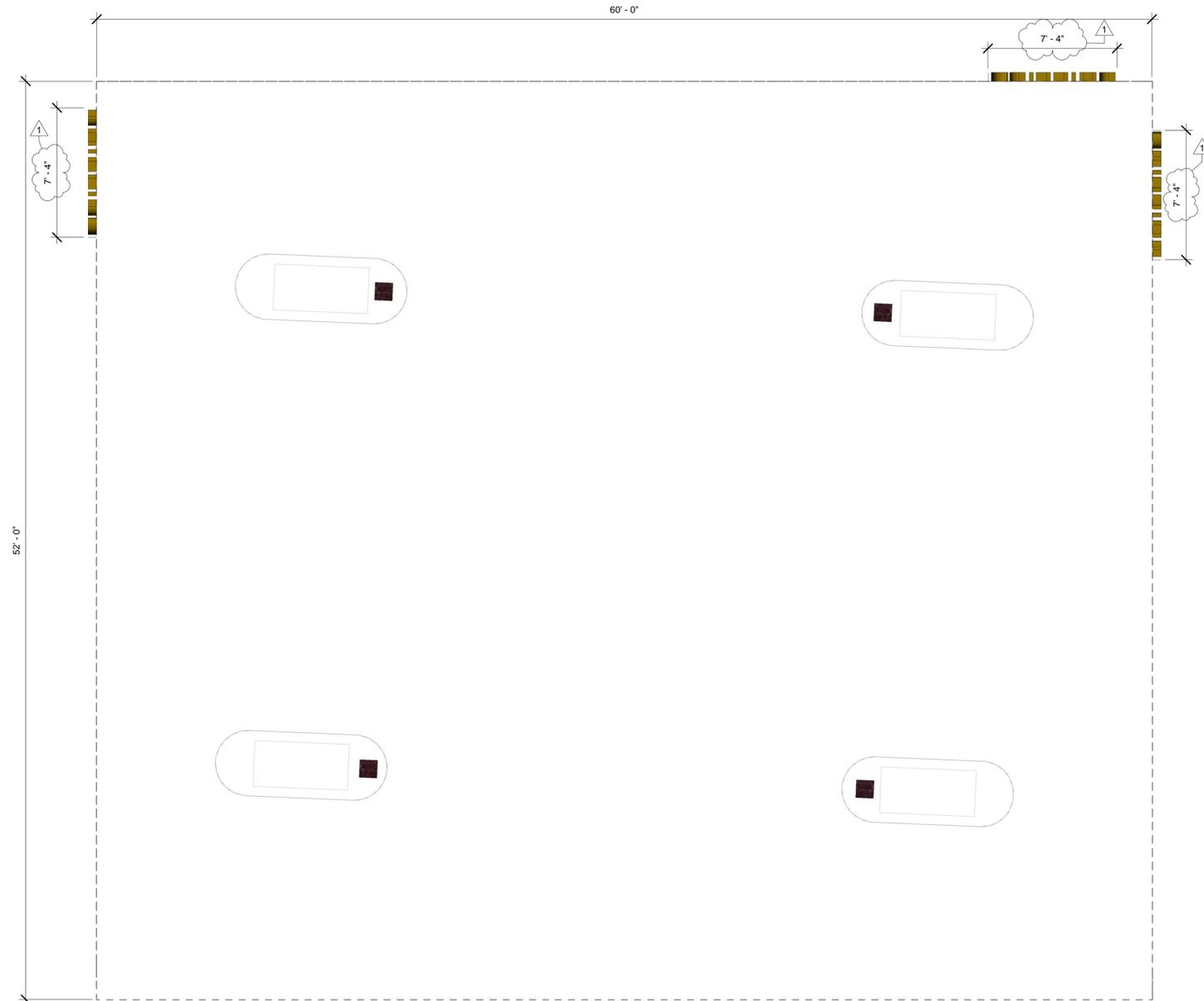
**BULE RIDGE FOOD
MART & SMOKE
DISCOUNT FUELING
STATION**
5220 BLUE RIDGE CUTOFF
RAYTOWN, MISSOURI

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DEMOLITION PLAN
C3
SHEET NO.



4 CANOPY 3D VIEW
C9



1 CANOPY
C9 1/4" = 1'-0"



3 NORTH ELEVATION
C9 1/4" = 1'-0"



2 WEST ELEVATION
C9 1/4" = 1'-0"

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RB
ARCHITECTURE ENGINEERING CONSTRUCTION
10107 W. 105 STREET, OVERLAND PARK, KANSAS 66212
TEL: (913) 375-7659 EMAIL: riad.baghdadi@yahoo.com

STATE OF MISSOURI
RIAD BAGHDADI
NUMBER A-7107
10/22/2017 2:01:54 PM

No.	Description	Date
1	REVISED PER CITY COMMENTS	10-20-2017

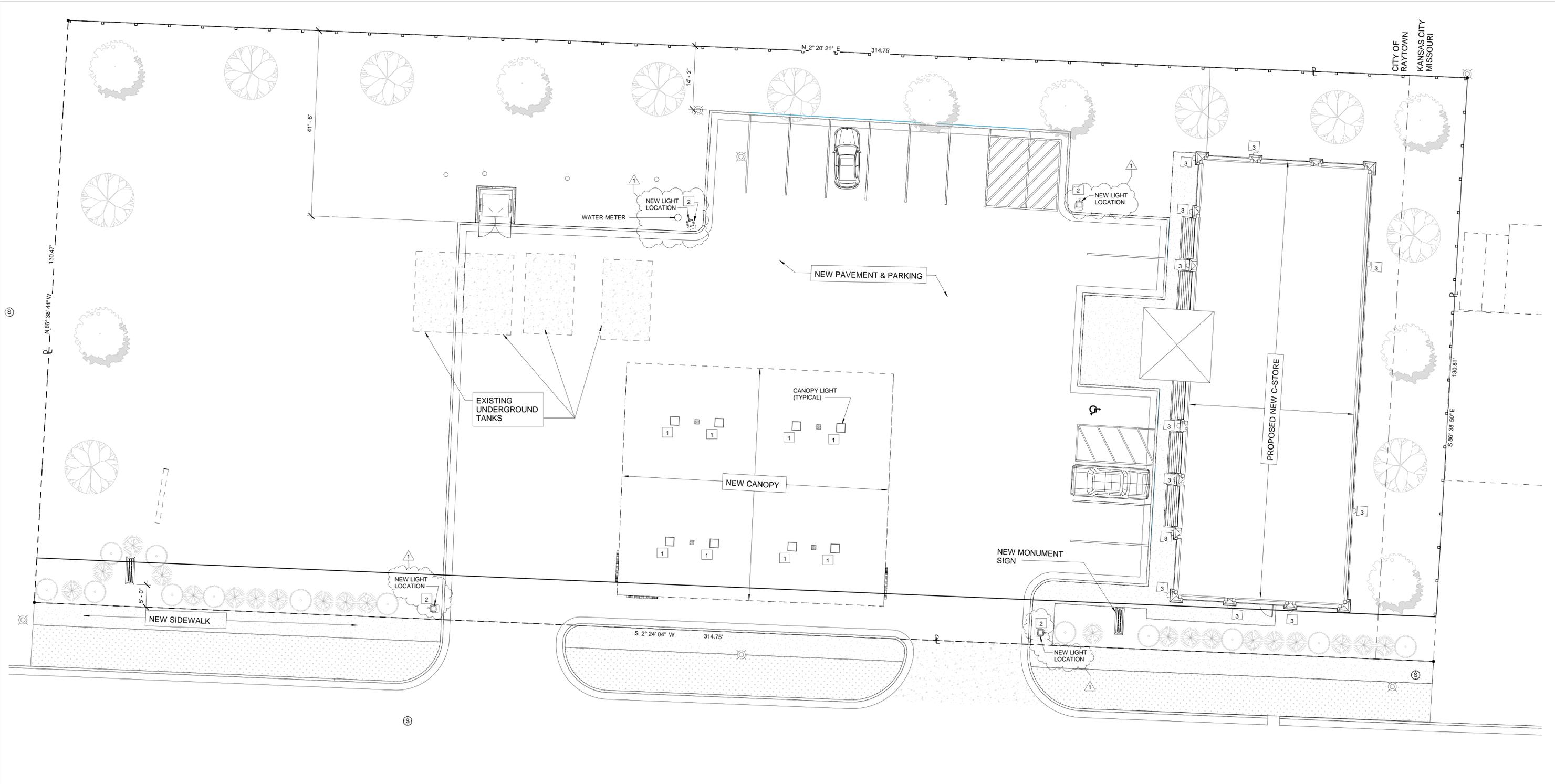
SAFE TRIP
GAS STATION
2302 JACKSON AVE
KANSAS CITY, MISSOURI

CANOPY DETAILS

Project number	111
Date	Issue Date
Drawn by	Author
Checked by	Checker

C9

GROUP	SHEET NO.
-------	-----------



1 SITE LIGHTING PLAN
C10 1" = 10'-0"

- LEGEND:**
- 1 CREE - LED JD-WMB501-02, 120V, 55W
 - 2 GT- LED S150HLT3AMA1GT-S150HLT3AMA1, 120V, 150W
 - 3 CREE- LED Wall Pack - 81 Watt - 6400 Lumens



ARCHITECTURE ENGINEERING CONSTRUCTION

10107 W 105 STREET, OVERLAND PARK KANSAS 66212
TEL: (913) 375-7659 EMAIL: riad.baghdadi@yahoo.com

No.	Description	Date
1	Revision 1	01-20-2017

10/22/2017 1:52:04 PM

BULE RIDGE FOOD MART & SMOKE DISCOUNT FUELING STATION

5220 BLUE RIDGE CUTOFF
RAYTOWN, MISSOURI

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LIGHTINH PLAN

C10
SHEET NO.



Community Development Department

10000 E 59th Street
Raytown, MO 64133-3993
Phone: 816-737-6059 Fax: 816-737-6164
Email: mswan@raytown.mo.us

To: Riad Baghdadi
Date: December 11, 2017
RE: PZ 2017-011 Rezoning Application
Address: 5220 Blue Ridge Cutoff

On December 7, 2017 the City of Raytown Planning and Zoning Commission recommended to approve (8-0) your request to rezone said property from R-3 to NC-P subject to nine (9) conditions:

1. The planned development shall be limited to the uses of convenience store and service station.
2. The property shall be platted and the plat shall be recorded prior to occupancy of the new building.
3. The number of fuel islands shall not exceed four (4).
4. The maximum building coverage shall be 30 percent.
5. The minimum open space shall be 45 percent.
6. The applicant shall relocate storm sewer pipe(s) as necessary.
7. The setbacks and landscaping shall be as shown on the site plan, Sheet C2.
8. The existing building shall be demolished within sixty (60) days of the occupancy of the new building, weather permitting.
9. The applicant shall be permitted to have one monument sign and shall meet all the requirements of the sign regulations.

This case is scheduled to have the first reading and a public hearing conducted by the Board of Aldermen on **Tuesday, January 2, 2018 at 7:00pm** in Council Chambers at City Hall. You or your representative must be present to answer questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Swan".

Michael Swan
Planning & Zoning Coordinator
10000 E 59th St.
Raytown, MO 64133-3993
816-737-6059
mswan@raytown.mo.us

**CITY OF RAYTOWN
PLANNING & ZONING COMMISSION
MINUTES**

**November 2, 2017
7:00 pm
Raytown City Hall
Board of Aldermen Chambers
10000 East 59th Street
Raytown, Missouri 64133**

1. Welcome by Chairperson

2. Call meeting to order and Roll Call

Wilson:	Present	Emerson:	Present	Stock:	Absent
Bettis:	Absent	Robinson:	Absent	Lightfoot:	Present
Hartwell:	Present	Dwight:	Present	Meyers:	Present

3. Approval of October 5, 2017 Meeting Minutes

a) Revisions

None

b) Motion

Ms. Emerson made a motion to approve the October 5, 2017 minutes as written

c) Second

Ms. Hartwell seconded the motion

d) Additional Board Discussion

None

e) Vote

Minutes passed

4. Old Business. – None

5. New Business

A. Case No.: PZ-2017-011

Applicant: Riad Baghdadi, RB Architecture

1. Introduction of Application by Chair

Mr. Wilson introduced PZ-2017-011 to the Board

2. Open Public Hearing

Mr. Wilson opened the Public Hearing

3. Explain Procedure for a Public Hearing and swear-in speakers
City Attorney swore in all that were speaking.
4. Enter Additional Relevant City Exhibits into the Record:
Mr. Wilson entered all the exhibits in to the record
 - a. Staff report
 - b. Conceptual Site Plan
 - c. Rezoning Application
 - d. Staff Review Letter & Applicant Responses
 - e. Publication of Notice of Public Hearing in Daily Record Newspaper
 - f. Public Hearing Notices mailed to property owners within 185-feet of subject property.
 - g. City of Raytown Zoning Ordinance, as amended
 - h. City of Raytown Comprehensive Plan
 - i. Suggestion conditions for the Planning and Zoning commission.
5. Explanation of any exparte' communication from Commission members regarding the application
None
6. Introduction of Application by Staff
Mr. Michael Swan introduced PZ-2017-011 application to the Planning and Zoning Commission.
The application before you tonight is to re-zone a property with an existing convenience store from Multi Family residential (R-3) to Planned Neighborhood Commercial (NC-P). The rezoning is being requested because the property owner us proposing to build a new convenience store and gas pump canopy on the property.
7. Request for Public Comment
Mr. Riad Baghdadi, RB Architecture here representing the owner. The applications include improving the whole site. This site has been a gas station for a very long time. To me this is not actually a rezoning it is improving and upgrading for the site, neighborhood and the building around it.
Mr. Wilson asked Mr. Raghdadi if he had reviewed the Staff Recommendations and did he agree to all of them.
Mr. Raghdadi stated yes he had looked at it. We have no problem with these recommendations. He stated that it is a commercial site it will always be a commercial site. With all the upgrades the building will enhance the City of Raytown. We will work with the City on the size of the building.
8. Additional Staff Comments and Recommendation
Mr. Swan stated that this property is zoned R-3 which makes this building an non-conforming use if this rezoning application was not approved by the boards a commercial use would not be allowed to change the building.
Ms. Dwight asked if we could define non-conforming.
City Attorney stated that this building as it stand could stay at their existing size and use. Since they want to change the size and use it would have to conform to current zoning.
Ms. Hartwell asked if there had been any complaints from the neighbors concerning this application.
Mr. Swan stated that we have not had any complaints

Mr. Wilson asked about the spot zoning. That has some ramifications that need to be considered and could you elaborate on those a little bit.

Mr. Swan stated that he took the term spot zoning from the Merriam Webster law dictionary and it reads as follows: “ The rezoning of a small parcel of land within limits of another zone that is illegal when not don in accord with a comprehensive zoning plan or when arbitrary or discriminatory.”

Our comprehensive plan states that this parcel of land should be for residential uses. The parcel is surrounded by residential uses.

City Attorney stated it could be interpreted by you to be a spot zoning or it could be zoned for commercial use if approved by the board. The applicant makes an excellent point to improve the property for the City of Raytown.

Mr. Wilson asked if we are talking about an area bigger than this parcel of land.

City Attorney stated that you are not pre-colluded from improving at this time. If you approve this tonight.

Mr. Wilson asked if the applicant was requesting a different set back than what is required.

Applicant stated that he thought they met all setbacks.

Mr. Swan stated the setbacks they are requesting they are short at this time.

9. Board Discussion

Additional discussion by the Board

Mr. Wilson asked about the age of the fuel tanks.

Usman Ichbach 9824 Potter Circle, Kansas City, MO 64134. The gas tanks are in use and are approximately 20 years old

Mr. Meyers asked if there had been a neighborhood meeting.

Mr. Swan stated that they needed to have a neighborhood meeting and the owner was informed of that on many occasions.

Mr. Meyers stated that there is a firm process of the neighborhood meetings in place.

City Attorney asked the applicant if he did notify the neighbors.

Applicant stated yes he did but did not have an actual meeting.

Further discussion with staff and board about the setbacks of the building.

Mr. Meyer stated that the application process is incomplete.

Ms. Dwight asked how he needs to communicate that there will be a meeting.

Mr. Swan stated that he would get the information to the applicant after the meeting.

10. Close Public Hearing

Mr. Wilson closed the public hearing.

City Attorney stated we should keep the Public Hearing open and continue this meeting. Mr. Willerth asked the applicant if he had any problem holding that meeting before the next Planning and Zoning Meeting.

Ms. Hartwell asked does the City have to have staff there to oversee the meeting.

Mr. Haydaripoor stated we do not have to have staff we just need to provide them with a sign and mailing list. It is there responsibility to hold the meeting.

11. Board Decision to Approve, Conditionally Approve or Deny the Application or table this to the December 7, 2017 meeting.

a. Motion

Mr. Meyers made a motion to table this to December 7, 2017

b. Second

Ms. Emerson seconded the motion to table this to December 7, 2017

c. Additional Board Discussion

Does this include meeting with staff on other issues of the plan to bring back to the meeting. Is that the intention of the motion.

Mr. Meyers stated we should pick up where we left off tonight.

Mr. Wilson stated your motion stands without any further conditions.

Mr. Meyers stated not at this time.

Ms. Dwight amended the motion to why it was tabled.

Ms. Hartwell seconded the motion.

d. Vote

Motion Passes 6-0

The motion passes to table PZ 2017-011 to the December 7, 2017 meeting.

6. Set Future Meeting Date - Thursday, December 7, 2017 at 7:00 PM

7. Adjourn

CITY OF RAYTOWN
PLANNING & ZONING COMMISSION
MINUTES

December 7, 2017
7:00 pm
Raytown City Hall
Board of Aldermen Chambers
10000 East 59th Street
Raytown, Missouri 64133

1. Welcome by Chairperson

2. Call meeting to order and Roll Call

Wilson:	Absent	Emerson:	Present	Stock:	Present
Bettis:	Present	Robinson:	Present	Lightfoot:	Present
Hartwell:	Present	Dwight:	Present	Meyers:	Present

3. Approval of December 7, 2017 Meeting Minutes

- a) Revisions- None
- b) Motion
Ms. Hartwell made a motion to approve
- c) Second
Ms. Emerson seconded the motion
- d) Additional Board Discussion
None
- e) Vote
Motion Passes

4. Old Business

A. Case No.: PZ-2017-011

Applicant: Riad Baghdadi, RB Architecture

- 1. Introduction of Application by Chair
Mr. Bettis introduced PZ-2017-011
- 2. Open Public Hearing
Mr. Bettis opened the Public Hearing
- 3. Explain Procedure for a Public Hearing and swear-in speakers
City Attorney Willerth swore in all that are speaking.
- 4. Enter Additional Relevant City Exhibits into the Record:
Mr. Swan introduced 3 additional Exhibits into the record.

- a. Staff report
- b. Conceptual Site Plan
- c. Rezoning Application
- d. Staff Review Letter & Applicant Responses
- e. Publication of Notice of Public Hearing in Daily Record Newspaper
- f. Public Hearing Notices mailed to property owners within 185-feet of subject property.
- g. City of Raytown Zoning Ordinance, as amended
- h. City of Raytown Comprehensive Plan
- i. Letter sent to Neighbors regarding Neighborhood Meeting
- j. Sign in sheet for Neighborhood meeting
- k. Information from D&R requested at the last meeting.

5. Explanation of any exparte' communication from Commission members regarding the application
None

6. Introduction of Application by Staff

Mr. Swan re-introduced PZ 2017-011 to the board.

Mr. Meyers pointed out that one of the opposing recommendations was based on the Comprehensive plan. We have not used that document as it is over 20 years old.

Ms. Dwight (Not audible)

Mr. Swan went over the 11 conditions for approval.

Ms. Dwight asked about the landscaping and why there is no fencing.

Ms. Hartwell, didn't we hear the last time that the carport is on the applicants land.

Mr. Swan stated that is correct.

Mr. Bettis asked if the landscaping may be defined more.

Mr. Swan stated we could revise condition 7 if the planning commission would like to do so.

Ms. Dwight asked if the property lines are correct.

Mr. Swan showed on the map where the property line is.

Ms. Emerson asked if the building would be backed up to the car port. Correct.

Mr. Swan stated that is correct.

Mr. Meyers asked if there were any attendees besides the two architects and applicant.

Mr. Baghdadi stated that is correct.

Not audible board discussion between board and applicant.

Ms. Emerson asked if they were ok with tearing down the new building before putting the new building up

Mr. Baghdadi (not audible)

7. Request for Public Comment

None

8. Additional Staff Comments and Recommendation

9. Board Discussion

Additional Board discussion.

10. Close Public Hearing

Mr. Bettis closed the Public Hearing.

11. Board Decision to Approve, Conditionally Approve or Deny the Application

a. Motion

Mr. Lightfoot made a motion to approve the application with striking conditions #6 and #7 staff recommendations, revising Condition #9 to add the language “and landscaping” and revising condition # 10 to add the language “within 60 days of occupancy, weather permitting.”

b. Second

Ms. Stock seconded the motion

c. Additional Board Discussion

d. Vote

Motion Passed 8-0

5. New Business - None

6. Set Future Meeting Date - Thursday, January 4, 2017 at 7:00 PM

7. Adjourn

Motion to adjourn passed 8-0

STAFF REPORT

To: City of Raytown Planning and Zoning Commission

FROM: Michael Swan, Planning & Zoning Coordinator

DATE: December 7, 2017

CASE #: PZ 2017-011

SUBJECT: Agenda Item No. 4.A: **Application proposing to rezone a parcel from High Density Residential (R-3) to Planned Neighborhood Commercial (NC-P)**

BACKGROUND INFORMATION:

This case was originally heard by the Planning Commission on November 2, 2017. The Planning Commission decided to continue the case because the applicant had not hosted a Neighborhood Information Meeting. Since then, the applicant did host a Neighborhood Information Meeting on November 16, 2017.

RB Architecture, on behalf of M & Z Inc., is seeking to rezone a property containing an existing convenience store/service station from Multi-Family Residential (R-3) to Planned Neighborhood Commercial (NC-P). The property proposed to be rezoned is a 0.94 acre parcel located at 5220 Blue Ridge Cutoff and, as indicated in red on the aerial photo below, is bounded by Blue Ridge Cutoff on the east, a group home to the south, and Low-Density Residential (R-1) to the west, north and east side of Blue Ridge Cutoff.



The rezoning is being requested because the property owner is proposing to build a new convenience store and gas pump canopy, but cannot get the necessary permits because a convenience store/service station is not allowed in High-Density Residential (R-3). The existing convenience store is approximately 1,138 square feet as compared to the proposed store which is 3,744 square feet. This is an increase of more than 200%.

The purpose of the NC zoning classification is to provide a location for miscellaneous retail, wholesale and businesses serving the consumer public and business. Normally, service stations require a Conditional Use Permit (CUP) in the Neighborhood Commercial (NC) zoning class; however, by rezoning it to a Neighborhood Commercial Planned District (NC-P) the Board of Aldermen may approve the service station as an allowed use in this planned development.

The Board of Aldermen, upon recommendation of the Planning commission, may grant exceptions and modifications to the amount of signage, open space, buffer zone, yards and parking if it represents a more efficient and better utilization of the site.

REZONING APPLICATION FACTORS TO BE CONSIDERED

When considering a rezoning request the following criteria that should be considered in order to determine whether the application should be approved or denied:

1. CHARACTER OF THE NEIGHBORHOOD

The character of the neighborhood is predominately residential with single family homes to the east, west and north and a women’s group home to the south.

2. ZONING AND CURRENT USES OF NEARBY PROPERTY

The following provides an overview of the zoning and existing land uses on properties surrounding the subject area:

	<u>ZONING</u>	<u>EXISTING LAND USES</u>
South:	R-3	Women’s Group Home
North:	R-7.5*	Single Family Housing
East:	R-1	Single Family Housing
West:	R-1	Single Family Housing

Note: Property to the north is in Kansas City, MO.

3. SUITABILITY OF ZONING FOR CURRENT USE

The current use of the property is a gas station/convenience store which are not permitted in the R-3 District.

4. DETRIMENTAL EFFECTS TO NEARBY PROPERTIES IF REZONING IS APPROVED.

While the property has been used as a service station for 60 years, it is currently a legal non-conforming use. The rezoning of this property to NC-P would allow for all permitted uses in the Neighborhood Commercial zoning class in addition to this specific planned

district allowing service stations. There is the possibility of some detrimental effects to nearby properties if the rezoning application is approved:

A. Buffer Zones

As stated in Section 50-188 Buffer regulations, *“Every tract zoned NC that is adjacent to any zoning district with an “R” in its title shall have a buffer zone of at least 30 feet along the boundary line between the two districts, or if said boundary line is in the center of a street, along the edge of a street right-of-way abutting the NC district.”*

Since the property is bordered on all sides by residential zoning, a 30-foot landscape buffer should be placed along the perimeter of the property. Additionally, the proposed convenience store is in close proximity to the north property line. As the applicant is requesting to rezone this property to a planned development and may propose changes to standard Neighborhood Commercial area, yard and buffer regulations, it is the opinion of staff that the buffer zone should be required and the proposed convenience store should be moved away from the north property line. The submitted site plan for this planned development does not indicate a buffer zone along all property lines.

B. Setbacks

While the proposed building meets the rear and side setbacks, it does not meet the Front Yard setback. Neighborhood Commercial zoning regulations require a 30-foot front setback from the property line. The site plan indicates an 11-foot setback from the front property line as this is a planned district the applicant may request to reduce the front setback line requirement.

C. Traffic

While the number of fuel islands is not increasing, the new convenience store is significantly larger than the existing building. Therefore, it is likely that the new, larger convenience store will attract more customers and the property will most likely see an increase the amount of traffic. According to a traffic count performed by Kansas City, Missouri Public Works in June 2010, the average daily traffic (ADT) at Blue Ridge Cutoff and Sni-A-Bar Rd. was 9,524 vehicles. This intersection is approximately a ¼ mile north of this property.

D. Spot Zoning

Merriam Webster Law Dictionary defines spot zoning as *“the rezoning of a small parcel of land within the limits of another zone that is illegal when not done in accord with a comprehensive zoning plan or when arbitrary or discriminatory”*. As this parcel is surrounded by properties zoned for residential use, the rezoning of this property from R-3 to NC-P could be considered ‘spot zoning’. The fact that the Comprehensive Plan does not call for commercial development at this location furthers the spot zoning argument.

5. **LENGTH OF TIME OF VACANCY.**

The property is not currently vacant. The applicant has indicated that this service station/convenience store has been in business for sixty (60) years.

6. CONSIDERATION OF PUBLIC INTEREST.

Public Health: There are no proposed changes to the use of the property. The applicant is proposing to demolish the existing convenience store and rebuild a larger store in a different area of the property. Therefore, there is no anticipated increase on the usage of the city sewer systems.

Public Safety: The proposed convenience store is more than three times the size of the existing store which may increase traffic.

Public Welfare: The proposed rezoning would require a new sidewalk to be added as well as new curb and gutter along Blue Ridge Cutoff. No additional public services are planned to be provided.

7. IMPACTS ON PUBLIC SERVICES AND UTILITIES.

Because the area surrounding the property is developed, and there are no proposed changes to the use of the property, all necessary utilities and public services are available and capable of serving the property. However, an existing storm sewer line is located at the site of the proposed building which would be the obligation of the property owner to relocate.

8. CONFORMANCE WITH THE COMPREHENSIVE PLAN.

The following are aspects of the city's adopted Comprehensive Plan that relate to the rezoning application.

A. Future Land Use Map: The Future Land Use Map in the Raytown Comprehensive Plan identifies the subject property as an area for residential use. The retail use proposed as part of the application is not consistent with the Comprehensive Plan's Future Land Use Map.

B. Commercial Development Efforts: The Comprehensive Plan further states that commercial development efforts in Raytown should focus on existing commercial intersections; downtown commercial revitalization; and attracting quality regional commercial activity to the Highway 350 corridor. The rezoning application is not consistent with the Comprehensive Plan's commercial development focus and is surrounded by mature residential development.

C. Commercial Locational Guidelines: The Comprehensive Plan also provides the following locational guidelines for commercial development in Raytown.

1. *Commercial sites should be located adjacent to arterials or major thoroughfares that provide needed ingress and egress in order to avoid congestion.*

The location of the proposed development is consistent with this guideline.

2. *The location of major commercial uses should be coordinated with mass transit routes, high-density residential, employment and other intensive uses.*

This guideline is not applicable to the proposed rezoning application because it is not a major commercial use.

3. *Commercial development should have required site design features that limit noise, lighting, and other activity so as to not adversely impact surrounding residential areas.*

There are existing residential uses surrounding the subject property. The service area and a portion of the on-site parking are proposed to be located in the center of the property. This will help diminish the amount of light that may be created by the development. However, the service station will generate noise and light that could have an adverse effect on the neighboring residential uses. This adverse effect will be partially diminished by a 6' cedar privacy fence that is proposed along the north and west sides of the property. The adverse effect can be further diminished by increasing the amount of landscaping along the north and west sides of the property to help screen the convenience store and parking area from the neighbors to the north and west. A landscape plan providing the specific nature of the landscape buffer would be provided as part of the final site development plan submittal.

4. *Commercial development should occur in compact clusters versus extended strip developments.*

The location of the subject property is a solitary commercial development surrounded by residential uses; therefore, the proposed development is not consistent with this locational guideline.

5. *Commercially generated traffic should not feed directly onto local residential streets.*

Blue Ridge Cutoff will provide access to the site. Blue Ridge Cutoff is classified as an arterial street. Therefore the traffic that would be generated would not feed directly onto local residential streets.

6. *Commercial use not located in planned centers or downtown, including large freestanding building, auto-related and non-retail uses should be guided to areas such as M-350 and other appropriate areas and streets where utilities can support such uses.*

The proposed rezoning application and development is not consistent with this locational guideline as the subject property is an auto-related use located in a residential area not near the MO-350 corridor.

The Future Land Use Map in the Raytown Comprehensive Plan identifies the subject property as an area for residential use. The proposed NC-P zoning district does not conform to the Future Land Use Map in the city's Comprehensive Plan. It should be noted, however, that the proposed rezoning conforms to the existing use of the property, commercial retail.

STAFF RECOMMENDATION:

It is the recommendation of staff that the request to rezone the subject property from High-Density Residential (R-3) to Planned Neighborhood Commercial (NC-P) be denied based upon the following reasons:

1. The rezoning of this property to NC-P is not supported by the Comprehensive Plan's intended future land use for this parcel. Prior to any rezoning of this property, the Comprehensive Plan should be amended which would require a detailed review of the

neighborhood, public hearings by the Planning Commission and the Board of Aldermen and adoption of the amendment by ordinance.

2. The location of the subject property proposed to be rezoned to Neighborhood Commercial does not comply with the commercial 'locational guidelines' specified in the Comprehensive Plan.
3. The rezoning of this property to NC-P would result in 'spot zoning'.
4. The rezoning of this property could have detrimental effects on adjacent residential uses as the proposed convenience store is approximately three times larger than the existing store and will most likely increase traffic and the preliminary site plan does not include a 30-foot buffer along the perimeter.

If it is determined that the application, however, should be approved it is the recommendation of staff that such approval be conditioned upon the following requirements:

1. The planned development shall be limited to the uses of convenience store and service station.
 2. The property shall be platted and the plat shall be recorded prior to occupancy of the new building.
 3. The number of fuel islands shall not exceed four (4).
 4. The maximum building coverage shall be 30 percent.
 5. The minimum open space shall be 45 percent.
 6. The applicant shall submit a revised landscape plan for review and approval by staff that provides a denser landscape buffer along the west property line.
 7. The applicant shall submit a revised site plan for review and approval by staff with a larger buffer or denser landscaping between the proposed building and the north property line.
 8. The applicant shall relocate storm sewer pipe(s) as necessary.
 9. The setbacks shall be as shown on the site plan, Sheet C2.
 10. The existing building shall be demolished prior to the occupancy of the new building.
 11. The applicant shall be permitted to have one monument sign and shall meet all the requirements of the sign regulations.
-

Case Number 2017-011
Date Received 09/18/2017

**CITY OF RAYTOWN
APPLICATION FOR REZONING**

PART I BACKGROUND INFORMATION

1. This request applies to property at the following address:
5220 Blue Ridge Ct off

2. The name (s), address(es), and phone number(s) of the property owners: (As listed on the deed)

Name	Address	Phone
<u>MAZ</u>	<u>5220 Blue Ridge Ct off</u>	<u>(816) 547-4105</u>

3. We, the property owner(s), do hereby appoint the following person as our agent during consideration of our request:

Name	Address	Phone
<u>RB Architecture</u>	<u>10107 W105 St. O.P. KS</u>	<u>(913) 375-7659</u>

4. The property is currently being used for the following purposes:
Convenience store and Fueling Gas Station

5. We propose that the zoning of the property be changed from R-3 to NC-P.

6. Please list all existing structures and their heights located on the property:

Structure	Height
<u>Convenience Store</u>	<u>14'</u>

A. The proposed conditional use will be in keeping with the character of the neighborhood because:

THIS IS AN EXISTING USE AND THE PROPOSED DEVELOPMENT IS A SUBSTANTIAL IMPROVEMENT TO THE SITE THE AND THE NEIGHBORHOOD.

B. The proposed use will be consistent with the uses and zoning on nearby parcels because:

THIS IS AN EXISTING USE SERVING AS NEIGHBORHOOD MARKET AND FUEL STATION.

C. This property is more suited for the proposed use than its current uses because:

THIS IS AN EXISTING USE SERVING AS NEIGHBORHOOD MARKET AND FUELING STATION THEREFORE, NO CHANGE OF NEIGHBORHOOD CHARACTER IS ENVISIONED. THE PROPOSED DEVELOPMENT WILL GREATLY ENHANCE THE APPEARANCE OF THE PROPERTY.

D. The proposed conditional use could have the following detrimental effects on nearby parcels:

THIS IS AN EXISTING USE SERVING AS NEIGHBORHOOD MARKET AND FUEL STATION. THE PROPOSED DEVELOPMENT WILL IMPROVE THE SITE. THE OLD BUILDING WILL BE REPLACED WITH MORE MODERN BUILDING THE TRAFFIC AT THE SITE WILL BE ENHANCED THROUGH PROVIDING APPROPRIATE PARKING. ADDITIONAL LANDSCAPING & FENCING WILL BE ADDED TO THE SITE.

E. Prior to submitting this application, the property has been vacant for:

PROPOERTY IS OCCUPIED AT THIS TIME.

F. If the application is denied, the property owner(s) will face the following hardships:

THE EXISTING USE AND BUILDINGS WILL BE MAINTAINED AS IS. THIS WOULD BE A MISSING OPPORTUNITY TO IMPROVE THE SITE AND THE NEIGHBORHOOD.

G. Public facilities and utilities are adequate to serve the proposed use as follows:

PUBLIC FACILITIES AND UTILITIES ARE EXISTING AT THE SITE. THERE IS NO SUBSTANTIAL INCREASE IN UTILITY AS WE ARE MAINTAINING THE EXISTING USE.

H. Additional comments:

WE BELIEVE THIS PROPOSED DEVELOPMENT TO BE A GREAT OPPORTUNITY TO IMPROVE THE SITE AND THE NEIGHBORHOOD. PLEASE NOTE THAT THIS IS A GREAT OPPORTUNITY TO UPGRADE THE SITE TO MAKE MORE ATTRACTIVE, AND TO COMPLY WITH CURRENT BUILDING CODES.

**CITY OF RAYTOWN
Request for Board Action**

Date: December 29, 2017

Resolution No.: R-3057-18

To: Mayor and Board of Aldermen

From: Doug Jonesi, Emergency Medical Services Director

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: EMS requests the Board of Aldermen to approve a resolution authorizing the City of Raytown to renew the professional agreement with Tucker Lienhop, D.O. for his position as the Department of Emergency Medical Services' Physician Medical Director.

Recommendation: The Department of Emergency Medical Services recommends Tucker Lienhop, D.O. continue to serve as our Medical Director. Dr. Lienhop is well respected in the EMS industry.

Analysis: The State of Missouri, the Drug Enforcement Agency, and other regulatory agencies require EMS agencies to have physician oversight. The Bureau of EMS requires agencies to have this oversight in order to provide care without a direct order from another doctor. EMS views this advisor as essential to the success of the Department of EMS. Dr. Lienhop's service to the department has so far been quite satisfactory.

Alternatives: Failure to have a Medical Director would harm the Department's ability to buy important controlled substances and other life-saving medications. In addition, failure to have a Medical Director would diminish the ability to provide advanced life support care as well as render EMS noncompliant with federal and state requirements. Raytown EMS would not be able to operate without a Medical Director.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount Requested: \$3,960.00
Account Number(s): 101.72.00.100.52250
Fund: General
Department: EMS

For the Medical Director expense, \$3,960.00 has been budgeted for Fiscal Year 2017-2018.

Additional Reports Attached: Medical Director Agreement

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT FOR MEDICAL DIRECTOR SERVICES BETWEEN TUCKER LIENHOP, D.O. AND THE CITY OF RAYTOWN, MISSOURI

WHEREAS, the City desires to promote the general interest and welfare of its citizens by participating in a program which promotes the services and skills of the paramedics employed by the City; and

WHEREAS, it is necessary for the City to designate a medical director to review ambulance reporting forms, develop ambulance protocols, certify license maintenance for paramedics, certify training programs for paramedics, and maintain federal and state drug license for purchase of medications; and

WHEREAS, the City desires to contract with Tucker Lienhop, D.O. for the purpose of providing educational and instructional services for the paramedics of the City; serving as an advisor to the City on matters relating to emergency medical service delivery; and coordinating educational and training sessions designed to provide for skills maintenance for the employees of the City who provide emergency medical services; and

WHEREAS, the Board of Aldermen find it is in the best interests of the City to enter into an agreement with Tucker Lienhop, D.O. for such purposes;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the Medical Services Director Agreement, by and between Tucker Lienhop, D.O. and the City of Raytown, Missouri in substantially the same form as attached hereto, marked Exhibit "A" and incorporated herein by reference is hereby authorized and approved in the amount not to exceed \$3,960.00 per year;

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents necessary and to take any and all actions necessary to effectuate the terms of the Agreement.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 2nd day of January, 2018.

ATTEST:

Michael McDonough, Mayor

Teresa M. Henry Clerk

Approved as to Form:

Joe Willerth, City Attorney

MEDICAL DIRECTOR SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of January, 2017, by and between the **City of Raytown, Missouri**, a municipal corporation (hereinafter referred to as "**City**"), and **Tucker Lienhop, D.O.** (hereinafter referred to as "**Consultant**").

RECITALS

WHEREAS, the City desires to promote the general interest and welfare of its citizens by participating in a program which promotes the services and skills of the paramedics employed by the City; and

WHEREAS, it is necessary for the City to designate a medical director to review ambulance reporting forms, develop ambulance protocols, certify license maintenance for paramedics, certify training programs for paramedics, and maintain federal and state drug license for purchase of medications; and

WHEREAS, the City desires to contract with the Consultant for the purposes of providing educational and instructional services for the paramedics of the City; serving as an advisor to the City on matters relating to emergency medical service delivery; and coordinating educational and training sessions designed to provide for skills maintenance for the employees of the City who provide emergency medical services;

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is hereby agreed as follows:

1. Consultant shall provide the services required hereunder in a timely manner; however, in the absence or inability of Consultant to fulfill the obligations hereunder, Consultant shall designate another qualified individual to provide such services to the City on a temporary basis during the absence or inability of Consultant to perform the functions prescribed herein.
2. Consultant agrees to provide medical direction services to the City through the City's Emergency Medical Services (EMS) Department as set forth by the State of Missouri in state law as well as regulations promulgated by the Bureau of EMS governing Medical Directors, including, but not limited to the following:
 - a. Perform consulting and advisory services on behalf of the City with respect to matters relating to or affecting the emergency medical services program of the City; and
 - b. Ensure that the personnel providing emergency medical services for the City are able to provide care, meeting established standards of care with consideration for state and national standards as well as local area needs and resources; and
 - c. Establish and develop triage, treatment and transport protocols, which may include authorization for standing orders; and
 - d. Review ambulance reporting forms and the operation of the paramedic program and make suggestions regarding appropriate emergency medical care to employees of the City, including the paramedics; and
 - e. Provide organized instruction, educational services and practical training for the employees of the City; and

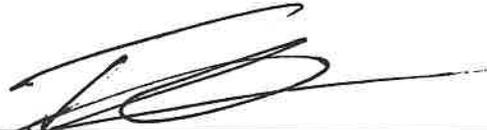
- f. Serve as an advisor to the City on matters relating to emergency medical service delivery; and
 - g. Coordinate educational and training sessions to provide for skills maintenance for the employees of the City who provide emergency medical services; and
 - h. Determine standards of pre-hospital care through protocols and standing orders to ensure providers are qualified and competent to treat patients and shall monitor compliance and establish goals; and
 - i. Provide a written report of any grievance regarding the emergency medical services provided by the City and/or its employees to the Director of EMS. In the event any grievance is not resolved to the satisfaction of Consultant by the Director of EMS within a reasonable time, the grievance shall be submitted in writing to the City Administrator. The determination of the City Administrator with respect to such grievance shall be final. Nothing contained herein shall affect the rights of an employee of the City of Raytown to pursue a grievance under the City's personnel policies.
3. City agrees to:
- a. Communicate with and notify Consultant of training and operational concerns and needs as determined and established by Department of EMS protocols and standing orders; and
 - b. Provide Consultant with copies of patient care reports for review on critical response cases as recommended by the Missouri Bureau of Emergency Medical Services and set forth in Department of Public Safety Continuing Quality Improvement Program; and
 - c. Pay Consultant the sum of Three Thousand Nine Hundred and Sixty Dollars (\$3,960.00) per year for services rendered to the City as herein provided; and
 - d. Indemnify and hold harmless the Consultant from any and all claims for damages arising out of the performance of, or failure to perform, any emergency medical care or ambulance services by any official, contractor, or employee of the City.
4. Consultant's services under this agreement shall be performed in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable protect health information ("PHI") that is collected, processed or learned as a result of the contracted services provided to the City of Raytown by Consultant. In conformity therewith, Consultant agrees to:
- a. Not use or further disclose PHI except as permitted under this Agreement or required by law; and
 - b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement; and
 - c. Mitigate, to the extent practicable, any harmful effect that is known to Consultant of a use or disclosure of PHI by Consultant's office in violation of this Agreement; and
 - d. Report to the City any use or disclosure of PHI not provided by this Agreement of which Consultant becomes aware; and

- e. Ensure that any agents or subcontractor to whom Consultant provides PHI, or who have access to PHI, such as other consulting entities, agree to the same restrictions and conditions that apply to Consultant with respect to such PHI; and
 - f. Make PHI available to the City and to the individual who has a right of access as required under HIPAA; and
 - g. Incorporate any amendments to PHI when notified to do so by the City; and
 - h. Provide an accounting of all uses or disclosures of PHI made by Consultant as required under the HIPAA privacy rule; and
 - i. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Consultant's and the City's compliance with HIPAA; and
 - j. At the termination of this Agreement, return or destroy all PHI received from, or created or received by Consultant on behalf of the City, and if return is infeasible, the protections of this agreement will extend to such PHI.
 - k. The specific uses and disclosures of PHI that may be made by Consultant on behalf of the City include, but are not limited to:
 - 1) The review of patient care information in provide in advice to the City concerning a particular ambulance incident; and
 - 2) The review of patient care information with respect to providing the City with medical care advice generally; and
 - 3) The review of patient care information in the course of Consultant conducting compliance assessment activities; and
 - 4) Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.
4. It is understood and agreed by the parties that some of Consultant's services will be rendered at its business office, but that Consultant will from time to time come to the City's EMS station in Raytown, Missouri, or such other place as designated by the City, to meet with employees of the City.
 5. In the performance of the services, the particular services and the hours Consultant is to work on any given day will be entirely within Consultant's control and City will rely upon Consultant to work such number of hours as are reasonably necessary to fulfill the spirit and purpose of this agreement.
 6. The parties hereto agree that the term of this agreement shall be for a period of one (1) year from January 3, 2017 through January 3, 2018 and may be renewed for unlimited successive one-year terms by mutual agreement of the parties unless sooner terminated as provided herein.
 7. This agreement may be terminated without cause by any party upon thirty (30) days written notice to the other parties. This agreement shall be immediately terminated without notice in the event Consultant becomes unable to practice medicine in the State of Missouri.
 8. Consultant is an independent contractor performing a service for the City and shall not be considered an employee of the City for any purpose.

9. This agreement shall be binding upon the parties hereto and upon their respective successors and assigns.
10. This agreement contains the entire agreement of the parties, and may not be modified orally, but only by an agreement in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF RAYTOWN, MISSOURI

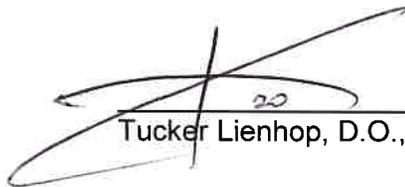


Tom Cole, City Administrator

Attest:



Teresa M. Henry, City Clerk



Tucker Lienhop, D.O., Consultant

CITY OF RAYTOWN
Request for Board Action

Date: December 29, 2017
To: Mayor and Board of Aldermen
From: Douglas A. Jonesi, EMS Director

Resolution No.: R-3058-18

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: The City of Raytown's Department of Emergency Medical Services is requesting the purchasing authority to pay Moore Medical an amount not to exceed \$60,779.00 for Fiscal Year 2017-2018.

Recommendation: Staff recommends approving this item.

Analysis: Moore Medical is our primary vendor for medical supplies for patient care. This is part of a cooperative purchasing agreement negotiated by MARCER. These supplies are mission-critical for the purpose of providing emergency care to ill and injured citizens.

Alternatives: Not approving the purchasing authority for medical supplies would necessitate halting ambulance operations once our on-hand supply of needed items was depleted.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount Requested: \$60,779.00
Account Number(s): 101.72.00.100.52200
Department: Emergency Services
Fund: General

Additional Reports Attached: None

RESOLUTION NO.: R-3058-18

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF MEDICAL SUPPLIES FROM MOORE MEDICAL LLC. OFF THE MID-AMERICA REGIONAL COUNCIL EMERGENCY RESCUE COMMITTEE (MARCER) COOPERATIVE PURCHASE CONTRACT IN AN AMOUNT NOT TO EXCEED \$60,779.00 FOR FISCAL YEAR 2017-2018

WHEREAS, the City of Raytown utilizes and has a need to purchase medical supplies for the Emergency Medical Services program; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has approved the practice of purchasing equipment and supplies from competitive bids awarded by other governmental entities through the cooperative bidding process; and

WHEREAS, the Mid-America Regional Council Emergency Response Committee (MARCER) has competitively bid certain medical supplies utilized by the City of Raytown and has determined Moore Medical LLC. to be the most competitive bid; and

WHEREAS, the City of Raytown finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the purchase of medical supplies from Moore Medical LLC. in an amount not to exceed \$60,779.00 for fiscal year 2017-2018 off the MARCER cooperative purchase contract;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the purchase of medical supplies from Moore Medical LLC off the MARCER cooperative purchase contract in an amount not to exceed \$60,779.00 for fiscal year 2017-2018 is hereby authorized and approved; and

FURTHER THAT the City Administrator is authorized to execute all documents necessary to these transactions and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 2nd day of January, 2018.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

APPROVED AS TO FORM:

Joe Willerth, City Attorney



**YEARLY CONTRACT for MEDICAL SUPPLIES
(PRE-HOSPITAL) -MARCER
BID #74**

This CONTRACT, by and between Mid-America Regional Council, hereinafter referred to as "MARC", and Moore Medical LLC, hereinafter referred to as "Contractor" is effective this 1st day of July, 2016.

WITNESSETH:

WHEREAS, MARC does hereby accept, with modifications, if any, the bid of Moore Medical LLC. The bid document and submittal by Contractor is made a part of this contract. Contractor's modifications/exceptions are attached hereto as Exhibit A and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide medical supplies on an as-needed basis, as specified on Appendix A-1 and A-2 price sheet as a two-year initial contract period for Mid-America Regional Council Emergency Rescue (MARCER) Active Members, Associate Members and Program Participants.

All sales will be made in accordance with the prices, terms and conditions of the invitation for bid and any subsequent term contract. All sales will be made on purchase orders issued by that jurisdiction or by government procurement cards. All receiving, inspection, payments and other procurement administration will be the responsibility of the ordering entity.

The contractor shall furnish to MARC:

- a) Payment of the **three percent** Administrative Fee, on quarterly basis, to MARC, **based on gross sales for each quarter** excluding any shipping costs. The Contractor shall have no claim or right to all or any portion of the Administrative Fee. All payments shall be made payable to: Mid-America Regional Council, Attn: Finance Department, 600 Broadway Suite 200, Kansas City, Missouri 64105-1659. The bid number 75 and calendar quarter of sales must be referenced on each payment.
- b) A **monthly composite report** of all contract purchases against any and all purchase orders issued against this contract. The report shall be compiled and submitted to MARCER. The report shall include, at a minimum:
 - 1) Ordering entity, entity's purchase order number, and date ordered, item descriptions, quantities ordered, units of measure, along with all unit and extended prices.
 - 2) The report shall be totaled for the accumulated dollar amount spent within the particular monthly period for each entity.
 - 3) Preferred format of report is Excel spreadsheet and may be sent electronically to Leah Pease at lpease@marc.org and Program Manager, Ian Saxton at isaxton@marc.org.

2. CONTRACT TIME

Contract is effective from July 1, 2016 through June 30, 2018 with the option to renew in writing for three additional one-year renewal periods.

3. INVOICES

Invoices for orders shall be prepared and submitted in triplicate unless otherwise specified by the ordering entity. All invoices shall contain the following information: MARCER Bid 75, purchase order number, catalog number; description, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the ordering entity. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement with respect to such invoice, until error or omission has been remedied.

4. TERMINATION

This contract may be terminated by either party upon sixty (60) calendar days prior notice in writing to the other party. The MARC/KCRPC and Participants may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions of this contract. In the event of any termination of contract by the Contractor that is not due to the breach of this Contract by, or other fault of, MARC or any Participant, the Participants may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

5. CHANGES AND ADDITIONAL SERVICES

MARC may at any time, by written order, make changes or additions, within the general scope of this contract in or to specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify MARC in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days, or such other period as may be agreed upon in writing by the parties, after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

6. CONFLICTS OF INTEREST

The Contractor, by acceptance of any purchase orders resulting from this bid, certifies that to the best of their knowledge or belief, no elected or appointed official of any Participant is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

7. COMPLIANT WITH APPLICABLE LAWS

The Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency in the manufacture or sale of the items covered by this order, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.

8. NOTICES

Any notice to any Contractor from MARC relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative.

IN WITNESS WHEREOF, the parties hereto have signed this CONTRACT:

By: 
David Warm, Executive Director
Mid-America Regional Council
600 Broadway Suite 200
Kansas City, Missouri 64105-1659
P. 816-474-4240 F. 816-421-7758

By: 
Rick Frey, President
Moore Medical LLC
1690 New Britain Avenue
Farmington, Connecticut 06032
P. 860-826-3600 F. 877-354-5916
Email: rick.frey@mooremedical.com

Date: 6/14/16

Date: 6/6/16

Distribution:

Originals: Contractor AND MARC/KCRPC Program Coordinator

Staff Contact:

Ian Saxton, MARCER P. 816-701-8396

Email: isaxton@marc.org

CONTRACT ATTACHMENT - SUMMARY

5.2	Payment terms	Net 30 (0% discount for early payment)
5.3	Government procurement cards (Visa, Mastercard) accepted for payment:	Yes
5.4	Off shelf discount for similar products/services within scope of work:	Discount 20%
	<p>Exceptions: Discount applies to web pricing catalog. Discount cannot be combined with any special sales or promotions. Call for quotes on following excluded products; EpiPens, glucocorticoids, biologicals, injectables, vaccines, furniture, equipment, STRYKER products and manikins. Freight will be added to furniture and equipment shipped direct from manufacturer (indicated with * online). Moore Medical does not offer set up or installation. Customer responsible for Ship on Ice (SOI) fees of \$6.95 for items requiring refrigeration and Hazard (HZD) fees of \$27.50 for items the Department of Transportation has determined need special handling.</p>	
	Website for current catalog price list:	www.mooremedical.com
5.5	Delivery time Non-emergency orders	48-72 hours if order received by 4PM EST
	Delivery cost:	No cost for standard and items on bid (via common carrier).
5.6	Delivery time for emergency orders	24 Hours
	Delivery cost:	Standard overnight shipping costs apply depending on equipment being shipped.
5.7	<p>Exceptions to delivery time frames: Manufacturer backorders may cause shipments to be delayed.</p>	
5.8	<p>Delivery times: Monday to Friday: 8:00AM to 5:00PM EST Saturday & Sunday Emergencies Only</p>	
5.9	<p>Delivery times – holidays – for Emergencies Only</p>	

Contact information for emergency, ordering, purchase orders, and remittance:

	Emergency Contact: 24-hour	
Name:	Lisa Hunt	
Phone:	860-826-3600	Mobile: 203-223-9348
Fax:	877-354-5916	
Email:	Lisa.hunt@mooremedical.com	
	Ordering:	
Name:	Tia Zarnetske	
Address:	1690 New Britain Avenue	
City, state, zip	Farmington, Connecticut 06032	
Phone:	860-826-3600 ext 5452	Fax: 877-354-5916
Email:	Tia.zarnetske@mooremedical.com	
	Remittance (Invoice payments):	
Name:	Moore Medical LLC (Tax ID #20-2046702)	
Address:	PO Box 99718	
City, state, zip	Chicago, Illinois 60696	
Phone:	860-826-3600	Fax: 877-354-5916
Email:	Lisa.hunt@mooremedical.com	
	Technical Support:	
Name:	Lisa Hunt	
Phone:	860-826-3600	Mobile: 203-223-9348
Email:	Lisa.hunt@mooremedical.com	
Web:	www.mooremedical.com	
	Sales Reporting and Administrative Fees:	
Name:	Tia Zarnetske	
Phone:	860-826-3600 ext 5452	Fax: 877-354-5916
Email:	Tia.zarnetske@mooremedical.com	

MID-AMERICA REGIONAL COUNCIL EMERGENCY RESCUE COMMITTEE (MARCER)
Invitation to Bid No. 75 – Medical Supplies
Moore Medical LLC Exceptions to Bid

SCOPE

With respect to the sentence in the second paragraph which reads, “Quoted pricing shall be based on ‘best available’ pricing for this region, while Moore Medical LLC (“Moore”) cannot guarantee best pricing, Moore believes that the price of products and services to be delivered to MARCER are and will be market competitive with pricing quoted to MARCER.

2.0 SPECIFIC REQUIREMENTS

Section 2.17 ESCALATION/DE-ESCALATION CLAUSE (changed per addendum 1) – Moore cannot agree to Section 2.17 and requests the following proposed language: Moore reserves the right to increase prices during the contract period. Moore will only increase prices per manufacturer price increases that have been passed onto Moore.

Section 2.21 ANTI-TRUST - As a company policy, Moore cannot agree to Section 2.21, and requests its deletion in its entirety.

3.0 GENERAL CONDITIONS (AWARD and POST AWARD)

Section 3.10 DELIVERY REQUIREMENTS – In the normal course of business, Moore does not prioritize orders. Moore will work in good faith in the event of an emergency or national catastrophe to provide the supplies needed under this agreement, should it become necessary.

Section 3.18 PATENTS - Since Moore does not manufacture any of the products that it proposes herein, Moore does not agree to Section 3.18 but will agree to the following proposed language:

INDEMNIFICATION:

Moore will indemnify, defend, and hold MARCER harmless from and against any and all losses, damages or fines (collectively, “Losses”) incurred by MARCER as a result of a third-party claim of bodily injury to the extent such Losses are solely caused by Moore’s gross negligence or willful misconduct in the performance of Moore’s obligations under a Contract with MARCER. This indemnity does not extend to any Losses arising out of, resulting from or related to MARCER’s negligence, recklessness or willful misconduct.

A party’s right to indemnification is conditioned upon the indemnified party satisfying the following requirements: (a) the indemnified party must promptly notify the indemnifying party of any claim for which indemnification will be sought; (b) the indemnified party must give the indemnifying party control of the defense against the claim (including the right to select counsel and settle or compromise such claim, but the indemnifying party must not agree to a consent decree or similar order binding the indemnified party or to any settlement that specifically apportions fault or liability to the indemnified party without the indemnified party’s prior written consent); and (c) the indemnified party must reasonably cooperate with the indemnifying party’s defense against the claim.

In addition to MARCER's Terms and Conditions of the Contract, Moore requests the addition of the following language:

LIMITATION OF LIABILITY:

In no event will Moore be liable to MARCER under, in connection with, or related to this solicitation for any indirect, incidental, special, punitive, or consequential damages whether or not Moore is advised of the possibilities of those damages whether based on breach of contract, warranty, tort, product liability, or otherwise (including lost profits) from any cause.

WARRANTY DISCLAIMER

MOORE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY MOORE INCLUDING THE WARRANTY OF MERCHANTABILITY OR THE FITNESS FOR ANY PARTICULAR USE OR PURPOSE. MARCER SHALL LOOK TO THE MANUFACTURER OF PRODUCTS AND THE PROVIDER OF SERVICE FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF MOORE HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING PRODUCTS OR SERVICES NOT SET FORTH IN ANY POTENTIAL MARCER CONTRACT.

INSURANCE

Moore Medical will provide our standard insurance – Please see sample insurance certificates attached.

Moore Medical and its affiliate's use of self or captive insurance is deemed to meet all the requirements of the contract.

4.0 SPECIFICATIONS - General Requirements

Section 4.3 Deliveries, Subsection g) – Moore must clarify our ability regarding deliveries. Moore can provide for 48-72 hour delivery in most cases. If ordered by 4:00 PM EST, Orders can be received within 48 hours. Orders for emergency items or products will be shipped for 24 hour delivery (Standard shipping charges may apply)

CITY OF RAYTOWN
Request for Board Action

Date: December 29, 2017

Resolution No.: R-3059-17

To: Mayor and Board of Aldermen

From: Ray Haydaripoor, Director of Community Development

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Approval from the Board of Aldermen of the resolution authorizing the continuation of an agreement between the City of Raytown and DEW Farms, LLC to provide Nuisance Abatement Services for the Neighborhood Services Division of the Community Development Department. Total purchases to exceed \$15,000.00, but not to exceed fiscal year 2017-2018 budgeted amount.

Recommendation: Staff recommends approval.

Analysis: The Community Development Department proposes to continue the existing agreement with DEW Farms, LLC to provide the City of Raytown with services for nuisance abatement and mowing related to the City's code enforcement activities. Through the contract, DEW Farms, LLC provides abatement of various property maintenance violations such as junk, trash and debris; brush and branch removal, and mowing of weeds and grass in excess of eight (8) inches in length. Fiscal Year 2017-2018 budgeted amounts for these services is \$40,000.00

Alternatives: Not approve the expenditure and direct staff to cease providing nuisance abatement and mowing services as part of the city's code enforcement activities.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Fund:	General Fund
Account:	101-82-00-100-53597
Budget Amount:	\$40,000.00

Budgeted Amount during Fiscal Year 2016-2017: \$36,000.00

Fiscal Year 2017-2018 budgeted amounts for these services is \$40,000.00

Additional Reports Attached:

- Agreement with DEW Farms, LLC for Nuisance Abatement & Mowing Services.

A RESOLUTION AUTHORIZING AND APPROVING A CONTRACT WITH DEW FARMS, LLC SERVICES FOR MOWING AND NUISANCE ABATEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$40,000.00 FOR FISCAL YEAR 2017-2018

WHEREAS, the City of Raytown (the "City") issued an invitation to bid for mowing and nuisance abatement services to the City of Raytown on April 24, 2017; and

WHEREAS, the Community Development Department received one (1) bid in response to the invitation and has determine that the bid submitted by DEW Farms, LLC to be the lowest and best bidder qualified to provide such services; and

WHEREAS, the City desires to enter into an agreement with DEW Farms, LLC for mowing and nuisance abatement services in an amount not to exceed \$40,000.00; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve a contract with DEW Farms, LLC for such purposes in an amount not to exceed \$40,000.00 for fiscal year 2017-2018;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT a contract for mowing and nuisance abatement services with DEW Farms, LLC as set forth in "Exhibit A" for such purposes in an amount not to exceed \$40,000.00 for fiscal year 2017-2018 is hereby authorized and approved;

FURTHER THAT the City Administrator is hereby authorized to execute all documents necessary and to take any and all actions necessary to effectuate the terms of the contract and the City Clerk is authorized to attest to the same.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 2nd day of January, 2018.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

CONTRACT FOR NUISANCE ABATEMENT SERVICES

THIS AGREEMENT made and entered into this 11th day of July, 2017 by and between the City of Raytown, a Missouri municipal corporation, hereinafter referred to as the "City" and DEW Farms, LLC, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the accomplishment of the work and services described in this Contract is necessary and essential to the operation of the City; and

WHEREAS, the City desires to engage the Contractor to render services as described in this Contract, and the Contractor is willing to perform such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the parties hereto hereby agree as follows:

ARTICLE I DESCRIPTION OF PROJECT

The Contractor shall mow of residential and commercial properties; remove overgrown vegetation and brush from residential and commercial property; remove junk, trash, and debris from residential and commercial properties; board up abandoned properties; and remove standing water from swimming pools and rank ponds as directed by City of Raytown Neighborhood Services.

ARTICLE II CONTRACTOR'S SCOPE OF SERVICES

The Contractor shall perform services relevant to the Contract in accordance with the terms and conditions set forth herein, and as provided in Request for Bids, attached hereto and incorporated by reference herein.

The Contractor hereby agrees that, immediately upon the execution of this Contract and upon receipt of notification by the City, the Contractor will enter upon the duties herein prescribed. The City is not liable and will not pay the Contractor for any services rendered before written authorization is received by the Contractor from the City.

The Contractor shall mow residential and commercial property. Residential property may be fenced with a thirty-size (36) inch gate opening. Commercial property may be large fields with grass up to four (4) feet tall. All grass shall be cut to a height not to exceed three (3) inches, except vacant lots or open fields, which shall be to a height not to exceed four (4) inches. Vegetation must be cut up to the street pavement, including any adjacent ditch area or right-of-way. This includes any area between the property line and the curb or street pavement line whether improved or unimproved. Cut vegetation in the ditch as low as possible. Trimming should be done around any structure including trees, poles, shrub beds, walkways, lawn statuary, etc. Special care shall be given when trimming around trees as to not inflict damage to the tree bark, limbs or trunk. Grass clippings must be removed from all residential and commercial property after mowing. Raking is not required if firm is using a high quality mulching mower.

Grass clippings may not be thrown into city streets or drainage ways. Large clumps of cut vegetation must be removed from the yard. Mowing in residential areas shall be completed during the hours of 7:00 AM to 7:00 PM.

The Contractor shall remove and/or trim overgrown vegetation such as vines, tall grass, ground cover, brush, etc. on residential or commercial property.

The Contractor shall remove (load and transport) junk, trash and debris on residential or commercial property. Contractor must dispose of all junk, trash and debris to an off-site location.

The Contractor shall board up abandoned buildings to prevent entry.

The Contractor shall remove standing water in abandoned swimming pools or rank ponds.

Contractor shall be able to receive work orders via fax and limit the services to those specified in the work order issued by Neighborhood Services. Contractor shall complete work assigned by the City within three calendar days of work order being issued. It is the responsibility of the Contractor to notify the Neighborhood Services Department if the work order cannot be completed in consecutive days due to equipment failure. Failure to comply with required response time can be grounds for termination of the contract. If mowing is interrupted by inclement weather, the Contractor shall give top priority to completing the job at the earliest possible date.

The contractor agrees to employ, train and supervise adequate personnel with appropriate qualifications and experience to provide the services outlined herein. The Contractor will observe established standards of safety and shall take all necessary safety precautions to protect the general public, Contractor's employees, and City employees and facilities from injury or damage. The Contractor shall immediately notify the City of any accident or incidents which occur as a result of the Contractor's activities on the premises.

Contractor shall take extra care when trimming around trees or other lawn items. Trees will be inspected by a City representative for damages caused by the Contractor. Any damages found shall be documented to the Community Development Director and the Contractor. The Contractor agrees to repair or replace at own expense any damages to trees or other lawn items.

The Contractor shall be courteous and tactful when in contact with the public. The Contractor will not tolerate any type of workplace violence committed by or against its employees. The Contractor will prohibit its employees from making threats, carrying concealed weapons or engaging violent activities, or in connection with City property or the services to be provided under this Contract.

In the event that a nuisance is not abated correctly or sufficiently by the Contractor or is not, the Contractor agrees to return to the designated sight within 24 hours of notification by the City.

**ARTICLE III
CHANGES IN SCOPE**

If changes occur either in the Contractor's Scope of Services or the Description of the Project, a supplemental agreement may be negotiated at the request of either party. All modifications to this Contract must be in writing and signed by the parties hereto.

**ARTICLE IV
CONTRACTOR'S FEE**

Contractor shall submit invoices for payment to City of Raytown, Neighborhood Services Department at 10000 East 59th Street, Raytown, MO 64133. Invoices may be emailed to Chuck@raytown.mo.us. Each invoice shall include the following information:

- A. Work Order Number
- B. Date Work Order Issued
- C. Date Work Order Started
- D. Date Work Order Completed
- E. Type of Service(s) Rendered
- F. Itemized Cost per Type of Service Provided and Unit Price
- G. Before and After Photos of Services Provided (time and date stamped)
- H. Copy of Receipts for Disposal of Trash and/or Debris (if applicable)

Contractor must take photographs of all property before AND after any nuisance abatement work is completed. The photographs should clearly identify the property; clearly show the nuisance to be abated; be signed and dated by the firm; and be of a quality to be used as evidence in municipal court if necessary. The photographs should accompany the Contractor's invoice for work completed and will become property of the City.

The City and its agencies are exempt from State and Local Sales taxes. All transactions resulting from an executed agreement shall be deemed to have been accomplished within the State of Missouri.

**ARTICLE V
COMPLIANCE WITH LAW**

The Contractor agrees to comply with all federal, state, and local regulations related to the performance of the Contract. Specifically the Contractor shall obtain a City of Raytown Occupational License during the term of the Contract.

**ARTICLE VI
TERMINATION**

This contract may be terminated by either party upon thirty (30) days in advance written notice to either party; but if any work or services hereunder is in progress, but not completed as of the notice of termination, then the said contract may be extended upon written approval of the City until the work and/or services are completed and accepted by the City.

In the event that the contract is terminated or cancelled for the convenience by the City, without the required thirty (30) days in advanced written notice, then the City shall negotiate reasonable termination costs if applicable.

In the event that this contract is terminated for cause by the City, termination will be preceded by a fourteen (14) day correction period effective upon delivery to the Contractor receiving written notification from the City. In the event of termination for cause by the City, compensation for services rendered by the Contractor up to the date of written termination shall be offset by the City's reasonable cost to mitigate or correct the effects of such termination.

When funds are not appropriated or otherwise made available to support continuation of the contract in any fiscal year or project funding is not available at any time during the project, the agreement will be terminated by the City upon delivery to the firm of a written notice at least fourteen (14) days prior to the expiration of funding.

ARTICLE VII ASSIGNMENT

This Contract shall not be assignable except at the written consent of the parties hereto, and if so assigned shall extend to and be binding upon the successors and assigns of the parties hereto.

ARTICLE VII DISCLOSURE

The contractor hereby affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of Contractors to provide services to the City within two years preceding the execution of this Contract.

ARTICLE IX INDEMNITY

The Contractor agrees to indemnify, and hold harmless the City and its officers, agents, and employees from and against all suites, actions, attorney fees, costs, expenses or claims of any character brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any acts, error, or omission of the Contractor or its agents or employees, The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Contract.

**ARTICLE X
INSURANCE**

The Contractor agrees to procure and maintain at its expense insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of Missouri, covering all operations under this Contract, whether performed by it or its agents. Before commencing work, the contractor shall furnish to the City a certificate or certificates in a form satisfactory to the City showing that it has complied with this paragraph, naming the City as an additional insured on said policies. All certificates shall provide that the policy shall not be changed or canceled until at least thirty (30) days prior written notice shall have been given to the City. The firm shall provide evidence to the City that subconsultants, if any, shall maintain comprehensive general liability, automobile liability, workers' compensation, and professional liability insurance for not less than the amounts outlined for the submitting firm. Kinds and amounts of insurance required are as follows:

A. Workmen's Compensation Insurance. Workmen's Compensation Insurance for Contractor's employees in accordance with the provisions of the Workmen's Compensation Act of the State of Missouri.

B. Liability Insurance. .

a. Professional Liability – Professional Liability, or Errors and Omission Insurance protection in the minimum amount of \$1,000,000.00 per claim and annual aggregate.

b. Commercial General Liability –

i. Each Occurrence.....\$2,500,000.00

ii. Personal and Advertising Injury.....\$1,000,000.00

iii. Products-Completed/Operations Aggregate.....\$1,000,000.00

iv. General Aggregate.....\$1,000,000.00

v. Fire Damage.....\$50,000.00

vi. Medical Expense.....\$5,000.00

vii. Policy must include the following conditions:

1. Contractual Liability
2. Products/Completed Operations
3. Personnel/Advertising Injury
4. Independent Contractors

viii. Additional Insured: City of Raytown, Missouri

**ARTICLE XI
DISCRIMINATION PROHIBITED**

In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, disability or any other basis protected by state, federal or local law. The Contractor agrees to comply with applicable immigration laws, including the Immigration Reform & Control Act of 1990.

**ARTICLE XII
ADMINISTRATION OF AGREEMENT**

The City Administrator or his authorized representative shall administer this Contract for the City.

IN WITNESS WHEREOF, the parties hereto have executed this Contract to bind themselves, their partners, as successors, and legal representative of the day and year first above written.

Contractor: DEW Farms, LLC

The City of Raytown, Missouri

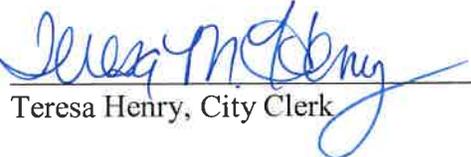


By: Doyle E. Weeks, Owner



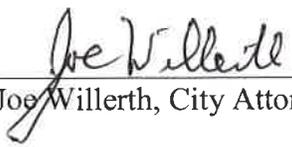
By: Tom Cole, City Administrator

Attest:



Teresa Henry, City Clerk

Approved as to Form:



Joe Willerth, City Attorney

CITY OF RAYTOWN
Request for Board Action

Date: December 29, 2017

Resolution No.: R-3060-18

To: Mayor and Board of Aldermen

From: Ray Haydaripoor, Director of Community Development

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____

Action Requested: Approval of a Resolution authorizing the execution of continuation for Veterinary Services Agreement in excess of \$15,000.00 but within budgeted amounts for fiscal year 2017-2018.

Recommendation: Staff recommends approval of the agreement with Raytown Animal Hospital.

Analysis: The Community Development Department requests continuation of agreement with Raytown Animal Hospital in providing veterinary services for City of Raytown Animal Control regulations. Raytown Animal Hospital, the City's current veterinary services provider, was the only provider to submit a bid. The contract is for a period of two (2) years with the City having the option to extend the contract for one additional two (2) year period.

The Community Development Department budget for these services in the current fiscal year is \$60,000.00, which is intended to pay for the costs of veterinary services, as well as animal boarding services.

Alternatives: Reject the proposed agreement and direct staff to release a new request for bids for veterinary services.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount: \$60,000
Fund: General Fund
Account: 101-82-00-100-52250

Budgeted amount during Fiscal Year 2016-2017 was \$50,000.00.

Additional Reports Attached:

- Agreement for Veterinary Services

A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT WITH RAYTOWN ANIMAL HOSPITAL, INC. FOR VETERINARY SERVICES ASSOCIATED WITH ANIMAL CONTROL IN AN AMOUNT NOT TO EXCEED \$60,000.00 FOR FISCAL YEAR 2017-2018

WHEREAS, the City of Raytown (the "City") issued an invitation to bid for the procurement of veterinary services necessary for the operation of Animal Control in January of 2015; and

WHEREAS, pursuant to Resolution R-2779-15, the City entered into an agreement with Raytown Animal Hospital, Inc. for veterinary services on May 19, 2015; and

WHEREAS, the purchasing policy adopted by the City further requires that any expenditure of funds with a single vendor in excess of \$15,000.00 annually be approved by the Board of Aldermen; and

WHEREAS, the City anticipates spending in excess of \$15,000.00 on veterinary services associated with Animal Control; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve the continuation of an agreement with Raytown Animal Hospital, Inc. for the provision of veterinary services in an amount not to exceed \$60,000.00 for fiscal year 2017-2018.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the continuation of an Agreement by and between the City of Raytown and Raytown Animal Hospital, Inc. for the provision veterinary services within the City, attached hereto as Exhibit "A" in an amount not to exceed \$60,000.00 for fiscal year 2017-2018 is hereby authorized and approved;

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of January, 2017.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Joe Willerth, City Attorney

**AGREEMENT FOR VETERINARY SERVICES
BY AND BETWEEN
THE CITY OF RAYTOWN, MISSOURI
AND
RAYTOWN ANIMAL HOSPITAL, INC.**

THIS AGREEMENT is entered into by and between the City of Raytown, Missouri and Raytown Animal Hospital, Inc., entered into as of this 19th day of May, 2015.

WHEREAS, the City of Raytown solicited proposals for the procurement of veterinary services necessary for the operation of Animal Control; and

WHEREAS, the proposal received from Raytown Animal Hospital was determined to be the most responsive proposal; and

WHEREAS, the Board of Aldermen desires to authorize and approve a contract by and between the City of Raytown and Raytown Animal Hospital, Inc. for the provision of veterinary services.

Now therefore, **BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI**, as follows:

1. That Raytown Animal Hospital, Inc. (hereinafter "Contractor") shall provide veterinary services to the City of Raytown (hereinafter "City"), in accordance with the terms of the City of Raytown, Veterinary Services Request for Proposal, and Contractor's response to the request for proposals identified as "Exhibit A" herein. Where there is any conflict between the terms of the Request for Proposal and the Contractor's response, the terms of the Request for Proposal shall prevail.
2. Per unit cost for services shall be as provided in Exhibit A, attached hereto and incorporated herein.
3. In addition to the per unit cost for services provided in Exhibit A, the following per unit costs are hereby agreed upon.

Microchipping: \$12.00 per shot

Rabies Shot: \$15.00 per shot

4. The City shall compensate the provider, in accordance with the provisions of Section 2 and 3 contained herein. Payment shall be due and payable 30 days from receipt of a valid invoice for services.
5. All other terms and conditions, including but not limited to insurance requirements and provisions for termination shall be as stated in the Request for Proposal.

6. This Agreement shall be in full force and effect, as of the date written above, upon proper authorization and execution by the parties.

City of Raytown

Raytown Animal Hospital, Inc.

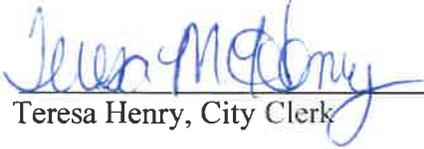


Mahesh Sharma, City Administrator



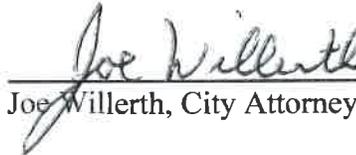
Heath Rose, DVM, Owner

Attest:



Teresa Henry, City Clerk

Approved as to form



Joe Willerth, City Attorney

Exhibit A

**CITY OF RAYTOWN
Request for Board Action**

Date: December 29, 2017

Resolution No.: R-3061-18

To: Mayor and Board of Aldermen

From: Ray Haydaripoor, Director of Community Development

Department Head Approval: _____

Finance Director Approval: _____ (only if funding is requested)

City Administrator Approval: _____



Action Requested: Approval of a resolution authorizing the continuation of an agreement with Ronald A. Williamson to perform planning advisory services in an amount not to exceed \$30,000.00 for fiscal year 2017-2018.

Analysis: To assist staff with complex development, special studies, and design standards. The City proposes to continue the agreement with Ronald A. Williamson as described in Article I of the proposed Agreement. The types of planning services that Mr. Williamson would provide include:

- A. Preparation of staff reports on various zoning and development applications for the Planning & Zoning Commission, Board of Zoning Adjustment and Board of Aldermen meetings;
- B. Preparation of special studies, surveys, designs and reports which may include zoning and subdivision regulations amendments, redevelopment and other matters in the field of planning;
- C. Attending meetings with City Staff as needed; and
- D. Attending meetings of the Raytown Planning & Zoning Commission, Board of Zoning Adjustment, Board of Aldermen and other organizations and committees, as needed.

Alternatives: Not approve the resolution to adopt the Agreement.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Budget Amount: \$30,000.00
Fund: General Fund
Account: 101-82-00-100-53999

Budgeted Amount during Fiscal Year 2016-2017: \$45,000.00.

Additional Reports Attached:

- Agreement document

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT FOR PLANNING ADVISORY SERVICES WITH RONALD A. WILLIAMSON IN AN AMOUNT NOT TO EXCEED \$30,000.00 FOR FISCAL YEAR 2017-2018

WHEREAS, the City has a need for planning advisory services; and

WHEREAS, Ronald A. Williamson is qualified to provide such services; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve an agreement by and between Ronald A. Williams and the City of Raytown for planning advisory services in an amount not to exceed \$30,000.00 for fiscal year 2017-2018;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT an agreement by and between Ronald A. Williamson and the City of Raytown for planning advisory services in an amount not to exceed \$30,000.00 for fiscal year 2017-2018 as set forth in "Exhibit A" is hereby authorized and approved;

FURTHER THAT the City Administrator is hereby authorized to execute all documents necessary and to take any and all actions necessary to effectuate the terms of the contract and the City Clerk is authorized to attest to the same.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 2nd day of January, 2018.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

AGREEMENT FOR PLANNING ADVISORY SERVICES

THIS AGREEMENT is made this 21st day of June, in the year Two Thousand Sixteen.

BY AND BETWEEN the City of Raytown Missouri: hereinafter called the "City", and Ronald A. Williamson FAICP, hereinafter called the "Consultant".

NOW, THEREFORE, IN CONSIDERATION OF THE CONVENANTS AND AGREEMENTS herein contained, the parties hereto hereby agree as follows:

**ARTICLE I
SCOPE OF SERVICES**

The Consultant shall perform the following services:

- A. Provide a general planning advisory service consisting of the preparation of technical reports and the provision of advice regarding planning, zoning and subdivision matters.
- B. Prepare special studies, surveys, designs and reports which may include zoning and subdivision regulations amendments, redevelopment and other matters in the field of planning.
- C. Attend meetings with City Staff as needed.
- D. Attend meetings of the Raytown Planning and Zoning Commission, Board of Zoning Adjustment, Board of Aldermen and other organizations and committees, as needed.

The Consultant shall perform the above services only upon the authorization of the City Administrator, or the Director of Development and Public Affairs.

**ARTICLE II
COMPENSATION**

The City agrees to compensate the Consultant for performing the services described in Article I on a per hour basis at the rates and charges given below:

Planner	\$155.00
Administrative Assistant	\$ 55.00
Meals, Mileage at the IRS-approved rate, and Other	
Out of Pocket Expenses	Actual Cost

A statement shall be submitted by the Consultant monthly itemizing the position, number of hours, services performed and other expenses for the work specifically requested by the City as outlined in the preceding Article I. The City shall make payment within thirty (30) calendar days of the date of said statement.

ARTICLE III
MISCELLANEOUS PROVISIONS

1. Termination

This Agreement shall be effective beginning June 7, 2016 and shall run until terminated by the City or the Consultant. The City may terminate this Agreement at any time and for any reason by giving to the Consultant a notice in writing at least fourteen (14) days prior to the effective date of such termination. The Consultant may terminate the agreement by giving the City a notice in writing at least fourteen (14) days prior to the effective date of such termination. In the event the City or the Consultant terminates this Agreement as herein provided, the City agrees to pay to the Consultant any and all sums due and owing for the services rendered in accordance with the terms of the Agreement of the effective date of such termination.

IN WITNESS WHEREOF, said parties have affixed their name, the day and year first written above.

CONSULTANT:

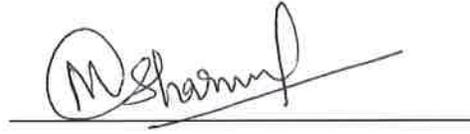
RONALD A. WILLIAMSON, FAICP

CITY:

THE CITY OF RAYTOWN, MISSOURI



Ronald A. Williamson, FAICP



Mahesh Sharma, City Administrator