

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
JANUARY 7, 2020
REGULAR SESSION NO. 17
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.

OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call

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

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 17, 2019 Board of Aldermen meeting minutes.

OLD BUSINESS

2. **SECOND READING: Bill No.: 6536-19, Section IX. AN ORDINANCE** AMENDING CHAPTER 6, ANIMALS, ARTICLE III, CARE AND CONTROL REGULATIONS OF THE RAYTOWN MUNICIPAL CODE. Point of Contact: Missy Wilson, Assistant City Administrator and Ray Haydaripoor, Community Development Director.
3. **Amended R-3252-19: A RESOLUTION** AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH INFINITY SIGN SYSTEMS FOR A NEW MONUMENT SIGN AT CITY HALL IN AN AMOUNT NOT TO EXCEED \$40,000.00. Point of Contact: Damon Hodges, City Administrator.

NEW BUSINESS

4. Public Hearing: A public hearing to consider amendments to Chapter 50 regarding Sign Regulations.
 - 4a. **FIRST READING: Bill No. 6537-20, Section XIII. AN ORDINANCE** AMENDING CHAPTER 50 (ZONING), ARTICLE VIII, ENTITLED SIGN REGULATIONS, OF THE RAYTOWN MUNICIPAL CODE OF THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Chris Gilbert, Planning & Zoning Coordinator.
5. Public Hearing: A public hearing to consider text amendments to Chapter 50 relating to the Land Use Table regarding Vehicle and Equipment Sales.
 - 5a. **FIRST READING: Bill No. 6538-20, Section XIII. AN ORDINANCE** AMENDING CHAPTER 50 (ZONING), ARTICLE IV, ENTITLED DISTRICTS AND DISTRICT MAP OF THE RAYTOWN MUNICIPAL CODE OF THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Chris Gilbert, Planning & Zoning Coordinator.

6. Public Hearing: A public hearing to consider text amendments to the Raytown Municipal Code regarding Alcoholic Beverages, Business and Business Regulations and Districts and District Map.

★ Per the attached, Staff is requesting the Public Hearing be continued to a date certain of February 4, 2020.
7. **FIRST READING: Bill No. 6539-20, Section XIII. AN ORDINANCE** EXTENDING THE MORATORIUM ON THE ACCEPTANCE, PROCESSING AND ISSUANCE OF BUSINESS LICENSE APPLICATIONS, BUILDING PERMITS, OCCUPANCY PERMITS, PACKAGE LIQUOR LICENSES AND DEVELOPMENT APPROVAL APPLICATIONS FOR LIQUOR STORES, SMOKE SHOPS, AND CONVENIENCE STORES AND SIMILAR USES WITHIN NEIGHBORHOOD COMMERCIAL ZONED DISTRICTS WITHIN THE CITY OF RAYTOWN. Point of Contact: Missy Wilson, Assistant City Administrator.
8. **FIRST READING: Bill No. 6540-20, Section V-A. AN ORDINANCE** AUTHORIZING AND APPROVING A TRAFFIC ENGINEERING ASSISTANCE PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION. Point of Contact: Jose Leon, Public Works Director.
9. **FIRST READING: Bill No. 6541-20, 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 2020 CALENDAR YEAR. Point of Contact: Teresa Henry, City Clerk.
10. **R-3266-20: A RESOLUTION** AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT WITH INFINITY BUILDING SERVICE, LLC FOR PARKS AND RECREATION MOWING IN AN AMOUNT NOT TO EXCEED \$29,000.00 FOR FISCAL YEAR 2019-2020. Point of Contact: Dave Turner, Parks & Recreation Director.
11. **R-3267-20: A RESOLUTION** AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 5, 2017. Point of Contact: Debbie Duncan, Human Resource Manager and Damon Hodges, City Administrator.
12. **R-3268-20: A RESOLUTION** AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH FOR DESIGN AND BIDDING SERVICES FOR THE 350 HIGHWAY AND RAYTOWN ROAD INTERSECTION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$79,172.10 FOR FISCAL YEAR 2019-2020. Point of Contact: Jose Leon, Public Works Director.

ADJOURNMENT

MINUTES
RAYTOWN BOARD OF ALDERMEN
DECEMBER 17, 2019
REGULAR SESSION NO. 16
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.

OPENING SESSION

Mayor Michael McDonough called the December 17, 2019 Board of Aldermen meeting to order at 7:06 p.m. and Reverend Travis Yeargans of River's Edge Fellowship 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 Derek Ward, Alderman Frank Hunt, Alderman Bill Van Buskirk, Alderman Mary Jane Van Buskirk, Alderman Janet Emerson, Alderman Ryan Myers, Alderman Jason Greene, Alderman Jim Aziere, Alderman Greg Walter, Alderman Bonnaye Mims

Proclamations/Presentations

A proclamation was presented recognizing David Haldiman.

Public Comments

Public comments were given by:

John Ivey, 2525 Main Street, KC, MO

Communication from the Mayor

Mayor McDonough spoke on recent events and City business.

Communication from the City Administrator

Damon Hodges, City Administrator, provided an update on the City's current projects and plans.

Committee Reports

Committee reports were shared from Alderman Hunt and Alderman Bill Van Buskirk.

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 3, 2019 Board of Aldermen meeting minutes.

Alderman Mims, seconded by Alderman Emerson, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Mims, Emerson, Hunt, Greene, Bill Van Buskirk, Ward, Walters, Aziere, Myers, Mary Jane Van Buskirk
Nays: None

NEW BUSINESS

2. **FIRST READING: Bill No.: 6536-19, Section IX. AN ORDINANCE** AMENDING CHAPTER 6, ANIMALS, ARTICLE III, CARE AND CONTROL REGULATIONS OF THE RAYTOWN MUNICIPAL CODE. Point of Contact: Missy Wilson, Assistant City Administrator and Ray Haydaripoor, Community Development Director.

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

Ray Haydaripoor, Community Development Director, presented the item and remained available for any discussion.

Alderman Bill Van Buskirk presented information from the December 3, 2019 Municipal Committee meeting.

The item was discussed.

3. **R-3264-19: A RESOLUTION** APPROVING AN AMENDED FORMAL AND COMPREHENSIVE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF RAYTOWN, MISSOURI FEE SCHEDULE. Point of Contact: Russ Petry, Finance Director.

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

Russ Petry, Finance Director, presented the item and remained available for any discussion.

The item was discussed.

Alderman Ward, seconded by Alderman Walters, made a motion to amend the City Animal Tag Replacement fee for an unaltered animal to be \$5.00.

Discussion continued.

The motion to amend the City Animal Tag Replacement fee for an unaltered animal to be \$5.00 was approved by a vote of 8-2.

Ayes: Aldermen Ward, Walters, Hunt, Mims, Myers, Aziere, Emerson, Greene

Nays: Aldermen Mary Jane Van Buskirk, Bill Van Buskirk

Alderman Mims, seconded by Alderman Myers, made a motion to adopt as amended.

Discussion continued.

The motion to adopt as amended was approved by a vote of 10-0.

Ayes: Aldermen Mims, Myers, Bill Van Buskirk, Hunt, Ward, Greene, Emerson, Aziere, Walters, Mary Jane Van Buskirk

Nays: None

4. **R-3265-19: A RESOLUTION** AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT WITH DEW FARMS, LLC FOR MOWING AND NUISANCE ABATEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$48,000.00 FOR FISCAL YEAR 2019-2020. Point of Contact: Ray Haydaripoor, Community Development Director.

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

Ray Haydaripoor, Community Development Director, presented the item and remained available for any discussion.

The item was discussed.

Alderman Myers, seconded by Alderman Mims, made a motion to adopt.

Discussion continued.

The motion was approved by a vote of 10-0.

Ayes: Aldermen Myers, Mims, Emerson, Walters, Mary Jane Van Buskirk, Greene, Hunt, Bill Van Buskirk, Aziere, Ward
Nays: None

ADJOURNMENT

Alderman Aziere, seconded by Alderman Mary Jane Van Buskirk, made a motion to adjourn. The motion was approved by a majority of those present.

The meeting adjourned at 8:35 p.m.

Teresa M. Henry, MRCC
City Clerk

CITY OF RAYTOWN
Request for Board Action

Date: December 11, 2019

Bill No.: 6536-19

To: Mayor and Board of Aldermen

Section No.: IX

From: Missy Wilson, Assistant City Administrator

Ray Haydaripoor, Community Development Director

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Board of Aldermen approval to amend a section of Chapter 6 of the Raytown Municipal Code regarding tethering of animals.

Recommendation: Municipal Committee recommends approval as submitted.

Analysis: This issue was first brought to the Board of Aldermen as a discussion item by Alderman Jim Aziere on November 19, 2019. At that time, a motion was made and approved by the Board to refer the matter to the Municipal Committee to discuss and bring back a recommendation to the full Board.

The Municipal Committee reviewed the suggested changes to the current Animal Control, Division 2, Restraint and Confinement code in addition to hearing from City Prosecutor, Ross Nigro and Community Development Director, Ray Haydaripoor.

The Municipal Committee took the following action:

Alderman Aziere, seconded by Alderman Walters, made a motion to change the Animal Control, Division 2, Restraint and Confinement section of City Code to clarify an animal owner must be in the same vicinity of the animal and visible when an animal is tethered on owner's property. The motion was approved by a vote of 3-2.

Alderman Walters, seconded by Alderman Ward, made a motion to send the proposed change, as approved by the Committee, to the Board of Aldermen to be considered at the December 17, 2019 meeting. The motion was approved by a vote of 4-1.

Alternatives: Not approve the proposed repeal and amendments to Chapter 6.

Budgetary Impact:

Not Applicable

Attachments: Municipal Committee meeting draft minutes and amended Ordinance Chapter 6.

AN ORDINANCE AMENDING CHAPTER 6, ANIMALS, ARTICLE III, CARE AND CONTROL REGULATIONS OF THE RAYTOWN MUNICIPAL CODE

WHEREAS, it has been determined that amendments to Chapters 6 are needed regarding tethering in the City of Raytown.

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

SECTION 1 – AMENDMENT OF CHAPTER 6, ANIMALS, ARTICLE III, CARE AND CONTROL REGULATIONS. That Chapter 6 of the Raytown Municipal Code is hereby amended to read as attached hereto in Exhibit “A”:

SECTION 2 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3 – 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 4 – 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, 2020.

Michael McDonough, Mayor

ATTEST:

Approved as to Form

Teresa M. Henry, City Clerk

Jennifer M. Baird

EXHIBIT "A"

Sec. 6-103. - Animals to be adequately restrained; tethering.

- (a) It shall be unlawful for an owner, keeper or harbinger of an animal or fowl to keep said animal without it being adequately restrained.
- (b) It shall be unlawful for an owner, keeper or harbinger of an animal or fowl to allow such animal to run at large.
- (c) It shall be unlawful for an owner, keeper or harbinger of animal to tether the animal outside except when the owner, keeper or harbinger of the animal is ~~visibly supervising the animal, whether outside or from inside a residence~~ **visibly outside in the same vicinity as the animal and within visibility range.**
- (d) Nonpoisonous snakes shall be kept in locked, escape-proof cages and shall not be permitted to escape while being handled by owner, keeper or handler.
- (e) Cats regardless of age or sex which cause injury to persons or damage to property or that create a nuisance shall be deemed not adequately restrained.

MINUTES
Municipal Committee
December 3, 2019
8:00 PM or Immediately Following Board of Aldermen Meeting
City Hall Council Chambers

Alderman Bill Van Buskirk, chair, called the December 3, 2019 meeting to order at 9:08 p.m.

Roll Call

Roll was called by Missy Wilson, Assistant City Administrator and attendance was as follows:

Present: Alderman Bill Van Buskirk, chair; Alderman Derek Ward; Alderman Janet Emerson; Alderman Jim Aziere; Alderman Greg Walters

Approval of the October 15, 2019 Minutes

Alderman Walters, seconded by Alderman Aziere, made a motion to adopt. The motion was approved by a vote of 5-0.

Ayes: Aldermen Walters, Aziere, Emerson, Van Buskirk, Ward
Nays: None

DISCUSSION ITEMS

- 1) Consideration of proposed changes to City Code Chapter 6-Animal Control, Division 2 Restraint and Confinement for the purposes of limiting tethering.

Missy Wilson, Assistant City Administrator, presented the item.

The item was discussed.

Alderman Walters, seconded by Alderman Aziere, made a motion to amend Sec. 6-103 – Animals to be adequately restrained; tethering (c):

- (c) It shall be unlawful for an owner, keeper or harborer of animal to tether the animal ~~outside except when the owner, keeper or harborer of the animal is outside in the same vicinity as the animal and within visibility range~~ **in the City of Raytown.**

The motion failed by a vote of 2-3.

Ayes: Aldermen Walters, Aziere
Nays: Aldermen Emerson, Ward, Van Buskirk

Alderman Aziere, seconded by Alderman Walters, made a motion to recommend to the full Board of Aldermen, the following amended language of Sec. 6-103. – Animals to be adequately restrained; tethering (c):

- (c) It shall be unlawful for an owner, keeper or harbinger of animal to tether the animal outside except when the owner, keeper or harbinger of the animal is ~~supervising the animal, whether outside or from inside a residence~~ **visibly outside in the same vicinity as the animal and within visibility range.**

The motion was approved by a vote of 3-2.

Ayes: Aldermen Aziere, Walters, Van Buskirk

Nays: Aldermen Emerson, Ward

Alderman Walters, seconded by Alderman Ward, made a motion to bring the item to the full Board of Aldermen during the December 17, 2019 meeting. The motion was approved by a vote of 4-1.

Ayes: Aldermen Walters, Ward, Aziere, Van Buskirk

Nays: Alderman Emerson

Adjournment

Alderman Ward, seconded by Alderman Walters, made a motion to adjourn. The motion was approved by a vote of 5-0.

The meeting adjourned at 9:51 p.m.

**CITY OF RAYTOWN
Request for Board Action**

Date: December 31, 2019
To: Mayor and Board of Aldermen
From: Jose Leon, Public Works Director

Amended Resolution No.: R-3252-19

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Authorize and approve the expenditure from the Capital Sales Tax Fund for a new monument sign at City Hall.

Recommendation: Staff recommends Option 1 for approval.

Analysis: Staff prepared an RFP for the design, construction, installation and training for a monument sign with changeable message center. The Public Works Department opened 5 requests for proposals on Friday, August 16th. The base bid of Infinity Sign Systems is \$28,980.00. Staff has continued to work with the lowest, responsive, responsible bidder and had an additional option quoted. The monument sign in front of City Hall was previously removed in 2014 due to significant damage from an auto accident. This project will replace this monument sign and will display Raytown City Hall, Municipal Court, Police Department, our address, as well as meeting notices and other public events information.

Option 1 = go with the base bid and add a top cap to the monument sign. This will be a sign with 4'x4' side wing cabinets, a single electronic message center board featuring a 2'x4' view area with 16mm LED's in the middle. Bases bid of \$28,980.00 + \$1,600.00 top cap = \$30,580.00.

- Staff is recommending BOA approval to be approximately 5% higher than this estimate, to cover unforeseen circumstances and overruns that may arise with this work. The additional 5% is \$1,529.00 and added to \$30,580.00 equals a total cost of \$32,109.00.

Option 2 = is for a monument sign with 2 LED message boards on each side for better views for the main traffic that is along 59th Street. This will be a sign with 5.5'x3.5' side wing cabinets, electronic message center boards on each wing featuring a 2'x4' view area with 10mm LED's for more detailed displays.

\$38,290, Monument sign as drawn in Option 2 attachment,
\$1,710, Concrete work to extend the existing base,
\$3,300, Stone veneer on the existing base,
\$1,600, Addition of top cap element.

\$44,900 is the total cost

- Staff would recommend BOA approval to be approximately 5% higher than this estimate, to cover unforeseen circumstances and overruns that may arise with this work. The additional 5% is \$2,245.00 and added to \$44,900.00 equals a total cost of \$47,145.00

This project doesn't have any state or federal funding associated with it. This project will be inspected with the City's own personnel. There is \$40,000.00 budgeted in the fiscal year 2019-2020 Capital Sales Tax fund.

Alternatives: Continue to not have a front monument sign.

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: Capital Sales Tax Fund
Account Number: 205.00.00.100.57000
Amount to Spend: not to exceed \$32,109.00 for Option 1

Additional Reports Attached: Bid results, Options 1 & 2 plan sheets from the low bidder and presentation.

A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH INFINITY SIGN SYSTEMS FOR A NEW MONUMENT SIGN AT CITY HALL IN AN AMOUNT NOT TO EXCEED \$32,109.00

WHEREAS, the City of Raytown (the "City") issued a request for proposal for the design, construction, installation and training for a monument sign with a changeable message center; and

WHEREAS, the Public Works Department received five (5) responses to the request and has determined that the bid submitted by Infinity Sign Systems was the most advantageous bid received; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve the expenditure of funds with Infinity Sign Systems for a new monument sign at City Hall in an amount not to exceed \$32,109.00.

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

THAT the Board of Aldermen find it in the best interest of the City of Raytown to authorize and approve the expenditure of funds with Infinity Sign Systems for a new monument sign at City Hall in an amount not to exceed \$32,109.00; and

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 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 7th day of January, 2020.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney



BID RESULTS

City Hall Monument Sign Project

2:30pm, Friday, August 16, 2019

CONTRACTOR	BASE BID	Alternate 1 w/ Messaging System	Option 2	Option 3	Option 4
1. Infinity Sign Systems	\$28,980.00	included in base bid	---	---	---
2. Lawrence Sign Up	\$21,500.00	add \$11,000			
3. Star Signs LLC	\$16,590.00	add \$15,910 Monochrome 26.4mm	add \$20,297 Color 19.8mm		
4. Odegard Sign Company	\$21,815.00	\$40,500 Monochrome	\$40,350 Monochrome	\$43,250 Monochrome	\$56,700 Monochrome
5. Stewart Signs	\$76,350.00	not included			

Engineer's Estimate	\$25,000.00	+ \$10,000.00	---	---	---
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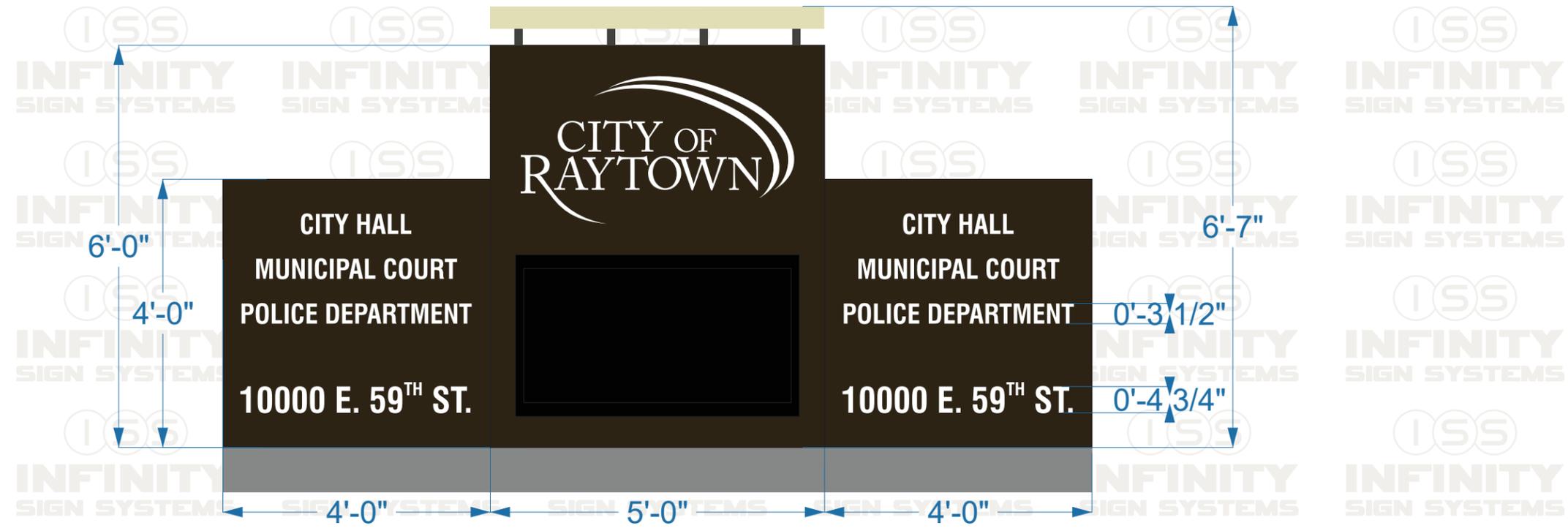
Additional work quantities:

	<u>Infinity Sign</u>	<u>Lawrence Sign</u>	<u>Star Signs</u>	<u>Odegard Sign</u>	<u>Stewart Signs</u>
- Excavation	n/a	n/a	\$1,002	quote	?
- Rock	n/a	n/a	n/a	quote	?
- Disposal	n/a	n/a	0	\$750	?
- Electrical	included	\$2,170	\$2,505	\$105 per hour	?
- Foundation	use existing	n/a	\$3,006	quote	?
- Hourly Labor	\$90	\$44.64	\$75	\$95	?
- Equip. Rental	using own trucks	n/a	0	\$950	?

- Major Components Watchfire Spec Watchfire Signs Daktronics Galaxy EMC Cirrus EMC ?



Option 1



Manufacture and install (1) new internally illuminated monument sign on existing base. Sign to consist of (3) routed aluminum cabinets. Faces to be backed with white plastic, white LED's, and painted Duranodic Bronze. Monument to feature a watchfire EMC display. (2' x 4' viewing area). Decorative topper to match building.



Client	
City of Raytown	
Design #	
ISS.103051	
Sheet 1 of 1	
Address	
10000 E 59th ST Raytown MO	
Account Rep.	M Schmidt
Designer	Kylie Smith
Date	08-08-19
Approval / Date	
Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	
Revision / Date	
REV1-11-19-19	REV2-11-26-19
REV3-12-03-19	

Drawing Title

Monument sign



4900 Lister Ave
Kansas City, MO 64130
Phone: 816.252.3337
Fax: 816.252.3351

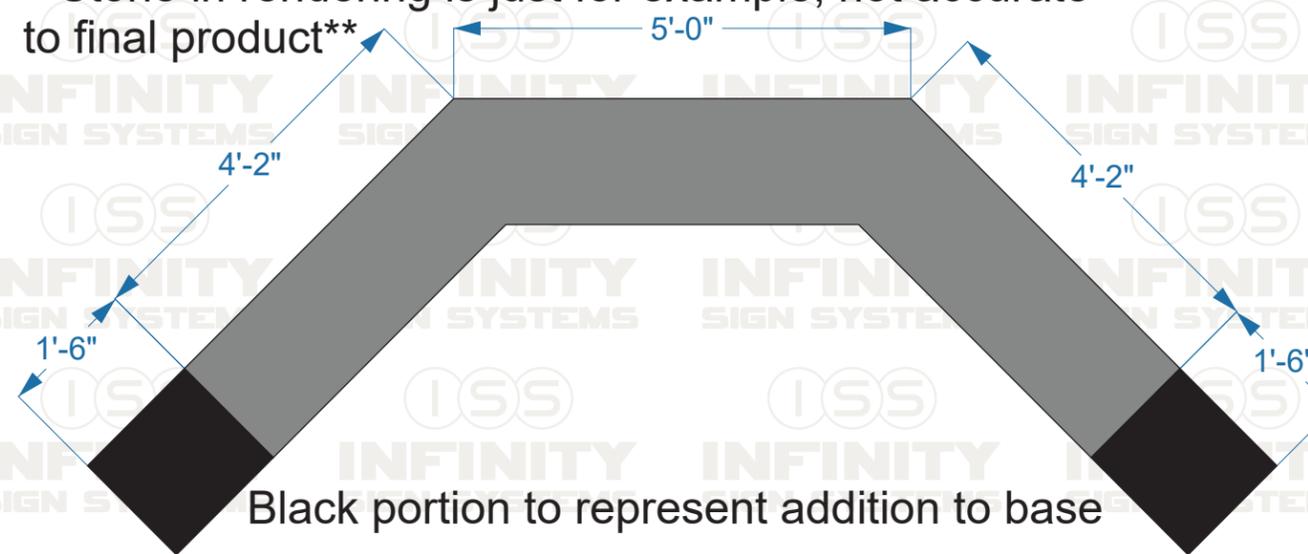
This drawing is the property of Infinity Sign Systems, Inc and all rights to its use for reproduction are reserved by Infinity Sign Systems.

Option 2



Manufacture and install (1) new internally illuminated monument sign on existing base. Sign to consist of routed face, backed with white plastic. All copy to illuminate. Sides to have 29" x 63" 10mm watchfire EMC's. Base to be extended 18" on each side, and to have stone veneer. Decorative topper to match building.

****Stone in rendering is just for example, not accurate to final product****



Black portion to represent addition to base



Client	
City of Raytown	
Design #	
ISS.103051	
Sheet 1 of 2	
Address	
10000 E 59th ST Raytown MO	
Account Rep.	M Schmidt
Designer	Kylie Smith
Date	08-08-19
Approval / Date	
Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	

Revision / Date	

Drawing Title

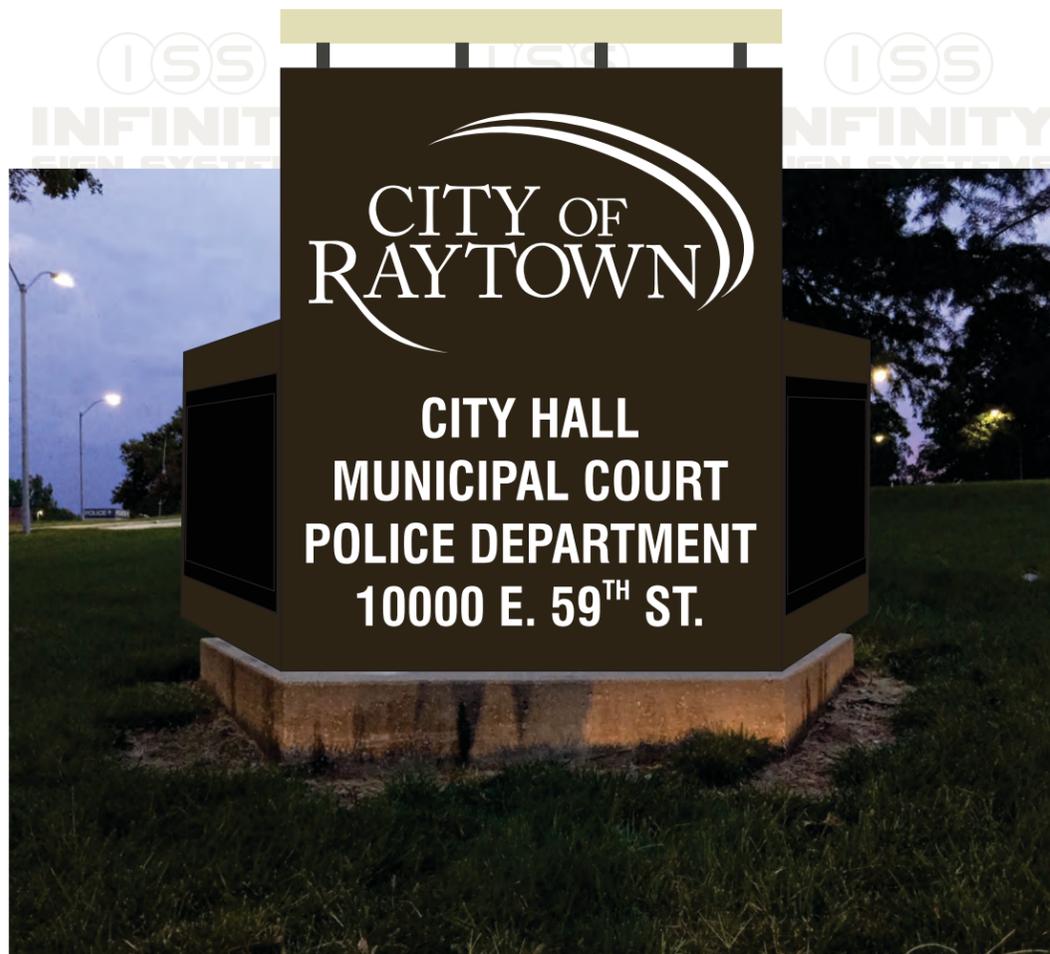
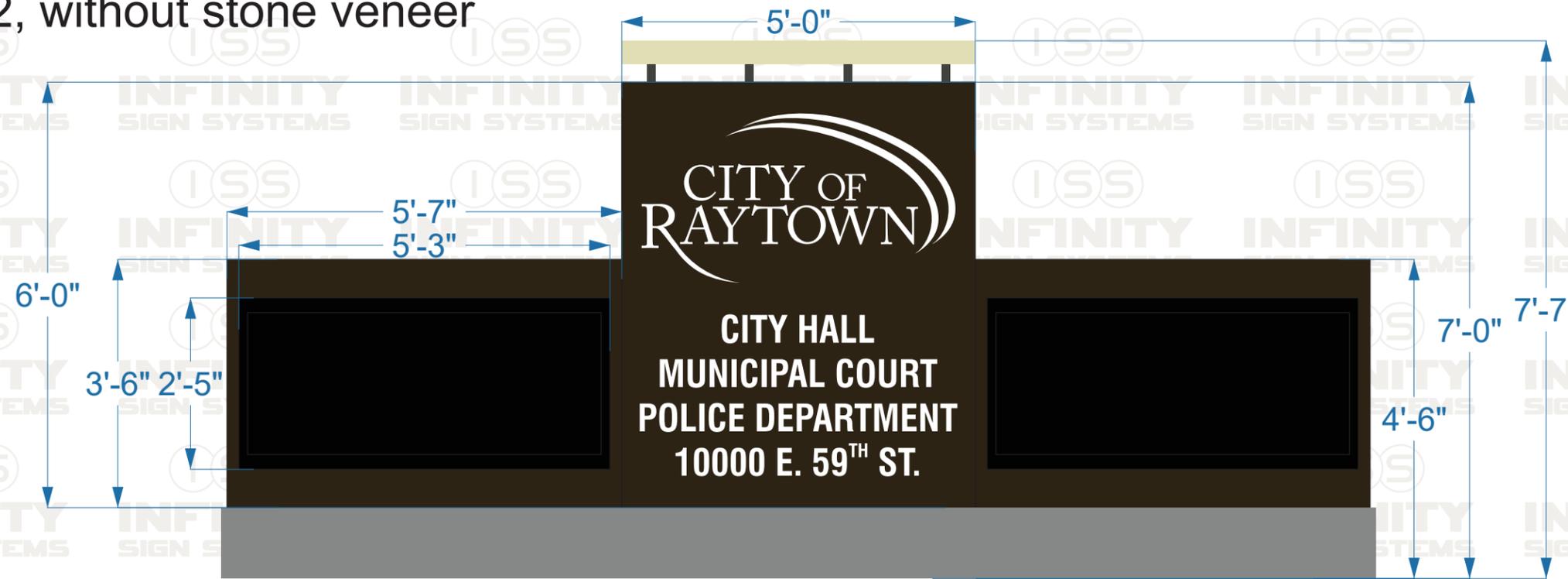
Monument sign



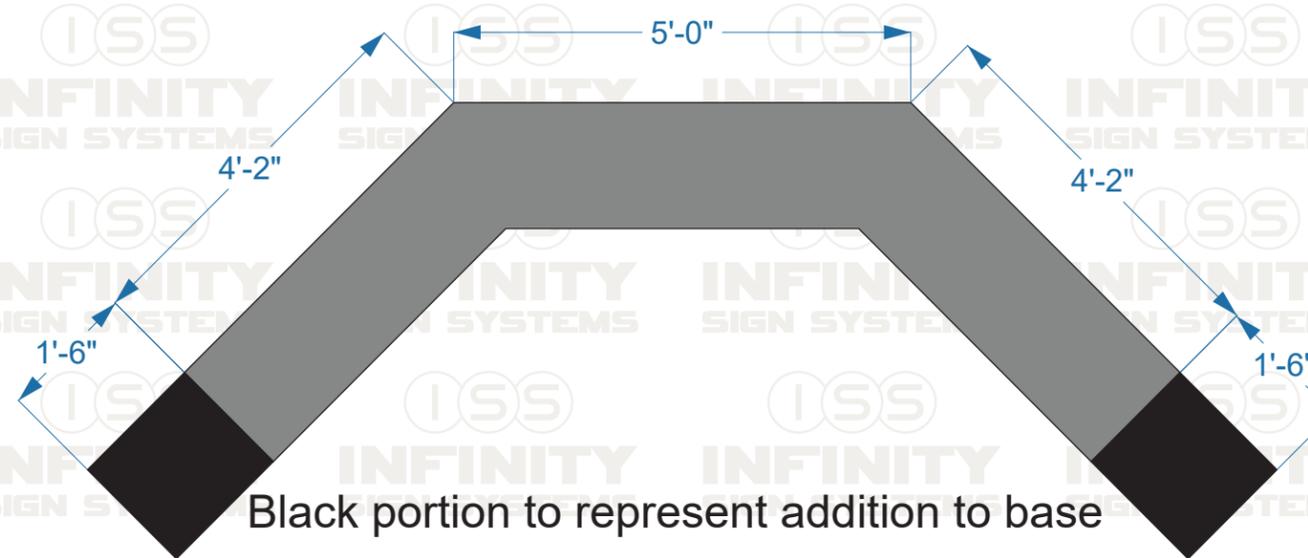
4900 Lister Ave
Kansas City, MO 64130
Phone: 816.252.3337
Fax: 816.252.3351

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Option 2, without stone veneer



Manufacture and install (1) new internally illuminated monument sign on existing base. Sign to consist of routed face, backed with white plastic. All copy to illuminate. Sides to have 29" x 63" 10mm watchfire EMC's. Base to be extended 18" on each side. Decorative topper to match building.



Client	
City of Raytown	
Design #	
ISS.103051	
Sheet 2 of 2	
Address	
10000 E 59th ST Raytown MO	
Account Rep.	M Schmidt
Designer	Kylie Smith
Date	08-08-19
Approval / Date	
Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	

Revision / Date	
------------------------	--

Drawing Title	
Monument sign	



4900 Lister Ave
Kansas City, MO 64130
Phone: 816.252.3337
Fax: 816.252.3351

This drawing is the property of Infinity Sign Systems, Inc and all rights to its use for reproduction are reserved by Infinity Sign Systems.



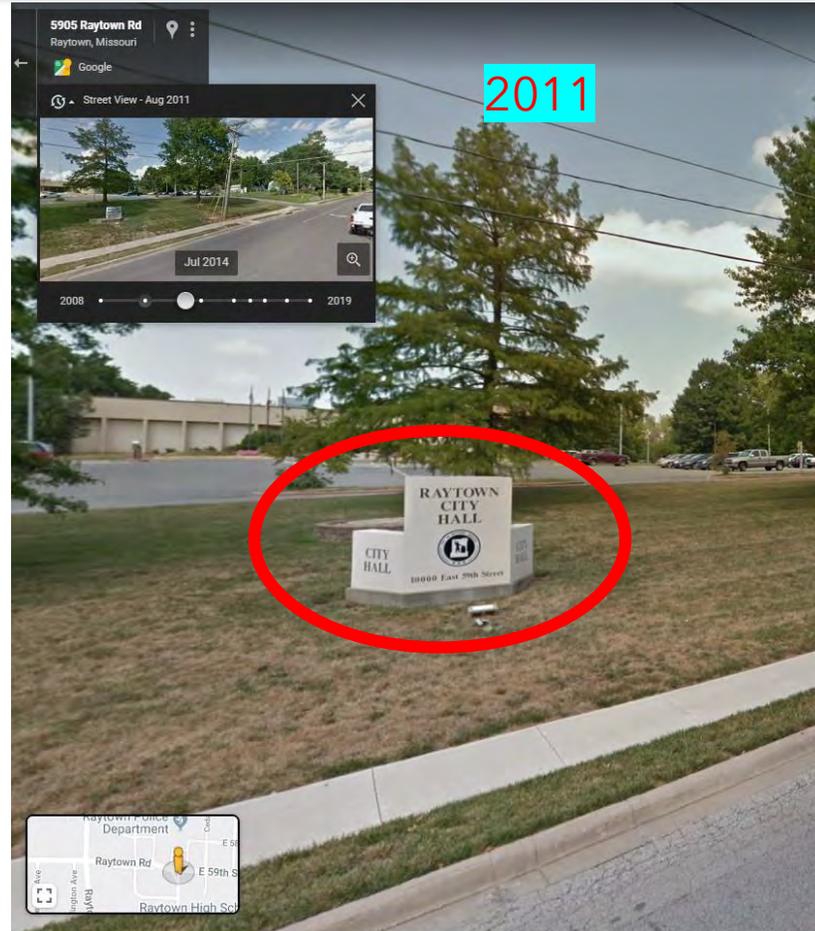
Raytown City Hall Monument Sign

2019 Project Presentation



History of Monument Sign

- Not a New Project
- Replacing Existing Sign
- Sign Damaged 2014
- Assisted Passing Vehicles
- Setback of Building



Municipal Monument Signs

- City of Grandview
- Building Setback
- Two-Way Traffic



Municipal Monument Signs

- City of KCMO
- NO Building Setback
- Right Off Street
- One-Way Street



Municipal Monument Signs

- City of Liberty
- NO Building Setback
- Right Off Street
- One-Way Street



Municipal Monument Signs

- City of North Kanas City
- Building Setback
- Large Sign
- Two-Way Street



Other Monument Signs

- Raytown School District
- Communication Device
- Two-Way Street



Future Monument Sign - Option 1

Budget - \$40,000

- Uses Existing Concrete Base
- 3 Sided
- City Logo
- Services and Addresses
- Digital Sign for Communication
- \$28,980 Base Bid
- \$1,600 Top Cap
- \$1,529 (5%) Contingency
- Total Cost = \$32,109.00

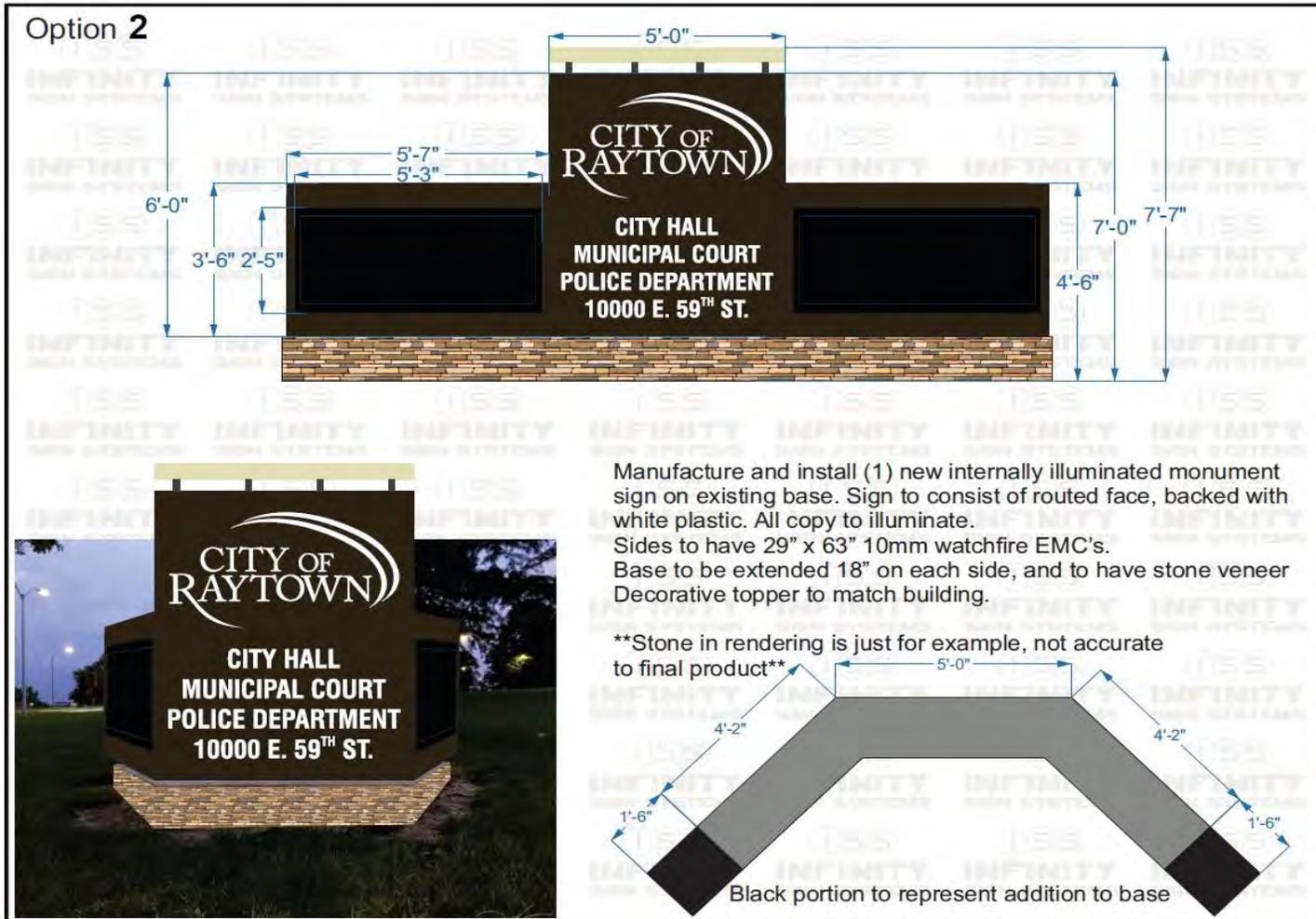


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City of Raytown	
Design #	
ISS.103051	
Sheet 1 of 1	
Address	
10000 E 59th ST Raytown MO	
Account Rep.	M Schmidt
Designer	Kylie Smith
Date	08-08-19
Approval / Date	
Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	
Revision / Date	
REV1-11-19-19	REV2-11-26-19
REV3-12-03-19	
Drawing Title	
Monument sign	
4900 Lister Ave Kansas City, MO 64130 Phone: 816.252.3337 Fax: 816.252.3351	
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Future Monument Sign - Option 2

Budget - \$40,000

- Extends Existing Concrete Base
- 3 Sided
- City Logo
- Services and Addresses
- (2) Digital Signs for Communication
- \$38,290 Sign as Drawn
- \$1,710 Concrete Extension Work
- \$1,600 Top Cap
- \$3,300 Stone Veneer
- \$2,245 (5%) Contingency
- Total Cost = \$47,145.00



Client	
City of Raytown	
Design #	
ISS.103051	
Sheet 1 of 2	
Address	
10000 E. 59th ST Raytown MO	
Account Rep.	M Schmidt
Designer	Kyle Smith
Date	08-08-19
Approval / Date	
Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	
Revision / Date	
Drawing Title	
Monument sign	
4900 Lister Ave Kansas City, MO 64130 Phone: 816.252.3337 Fax: 816.252.3351	
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Questions?



CITY OF RAYTOWN
Request for Board Action

Date: January 2, 2020 **Bill No.:** 6537-20
To: Mayor and Board of Aldermen **Section No.:** XIII
From: Chris Gilbert, Planning & Zoning Coordinator

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Board of Aldermen approval to amend the Raytown MO Code of Ordinances Chapter 50, amending Article VIII, Sign Regulations.

Recommendation: Staff recommends approval as submitted.

Analysis: The proposed Sign Regulation amendments are an almost complete rewriting of the Sign Regulations, contained in Chapter 50, Article VIII, of the Raytown Municipal Code. The majority of the proposed changes were made by attorneys with the City’s law firm, Lauber Municipal Law, to bring the regulations into conformance with recent Federal Court decisions, most particularly the 2015 decision, *Reed vs. Town of Gilbert*, a landmark opinion by the United States Supreme Court. Justice Thomas, writing for the court majority, essentially made any sign regulations that are based upon the content of the sign subject to “strict constitutional scrutiny”. For example, if you have to look at a sign to tell if it is a directional sign or a business sign before being able to access the correct sign dimensions and placement criteria in the ordinance, it is likely a content-based determination and thus subject to strict scrutiny. Our attorneys spent a lot of time reworking different parts of the existing regulations to minimize the impact these court decisions could have on administering our sign code.

The second set of changes to the sign regulations pertain to monument signage, pole signage, and electronic message board criteria. The proposed language for pole signs is in response to interest to bring back the option for pole signage along 350 Highway only, as the current limited height of 8 feet makes viewing business monument signage at highway speeds difficult. This particular proposal was unanimously declined by the Planning Commission. The proposed changes for monument signs increases the maximum height of monument base signs in stages to allow for multi-tenant monument displays in both the Neighborhood Commercial and Highway Commercial zones that are appropriate for the number of tenants needing to be displayed. Neighborhood entry monument sign criteria have been added to permit neighborhoods to create an identity for themselves. The final category of changes pertains to criteria for changeable copy electronic signs, whereby the School District’s existing, and the City’s planned new, such signs will also be able to be in compliance with the sign code.

Alternatives: Do not update the Ordinance and leave it as it is. This could result in increased legal exposure based on our current code being not fully compliant with the U.S. Supreme Court decision in the Gilbert case, and additionally could hamper economic development by continuing to permit technologically-outdated digital signage and inadequately sized monument signage.

Budgetary Impact:

Not Applicable

Additional Reports Attached:

Ordinance, Chapter 50, Article VIII, Sign Regulations Amendments
Planning Commission Staff Report and Minutes

AN ORDINANCE AMENDING CHAPTER 50 (ZONING), ARTICLE VIII, ENTITLED SIGN REGULATIONS OF THE RAYTOWN MUNICIPAL CODE OF THE CITY OF RAYTOWN, MISSOURI

WHEREAS, application PZ-2019-13, submitted by the City of Raytown, proposes to amend Chapter 50 of the City of Raytown Zoning Ordinance contained in the Raytown Municipal Code relating to regulations governing Sign Regulations that appeared before the Planning & Zoning Commission; and

WHEREAS, after due public notice in the manner prescribed by law, the Planning & Zoning Commission held a public hearing on January 2, 2020 and by a vote of 6 in favor and 0 against, recommended approval of the amendment to Chapter 50, Article VIII, titled Sign Regulations, of the City of Raytown Zoning Ordinance contained in the Raytown Municipal Code; and

WHEREAS, after due public notice in the manner prescribed by law, the Board of Aldermen held public hearings on January 7, 2020 and January 21, 2020 and rendered a decision to approve the amendments to Chapter 50 of the City of Raytown Zoning Ordinance contained in the Raytown Municipal Code.

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

SECTION 1 – APPROVAL OF AMENDMENTS. That Chapter 50, Article VIII, commonly known as “Sign Regulations”, is hereby amended as provided in Section 2.

SECTION 2 – AMENDMENTS. The following amendments as shown on Exhibit “A” are hereby adopted.

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, 2020.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

EXHIBIT A

ARTICLE VIII. - SIGN REGULATIONS

Sec. 50-488. - Sec. 50-488. -- Purpose. Introduction

(a) Purpose

(1) General intent. The purpose of this section is to protect, preserve, and promote the beauty, safety and general welfare of the city by establishing certain minimum standards and procedures for the erection of signs in various zoning districts.

(2) Findings and intent; interpretation.

Signs obstruct views, distract motorists, displace alternative uses for land, and pose other problems that legitimately call for regulation. The purpose of this article is to regulate the size, color, illumination, movement, materials, location, height and condition of all signs placed on private property for exterior observation, thus ensuring the protection of property values, the character of the various neighborhoods, the creation of a convenient, attractive and harmonious community, protection against destruction of or encroachment on historic convenience to citizens and encouraging economic development. This article allows adequate communication through signage while encouraging aesthetic quality in the design, location, size, and purpose of all signs. This article must be interpreted in a manner consistent with the First Amendment guarantee of free speech. If any provision of this article is found by a court of competent jurisdiction to be invalid, such finding must not affect the validity of other provisions of this article which can be given effect without the invalid provision.

Signs not expressly permitted as being allowed by right or by special use permit under this article, by specific requirements in another portion of this chapter, or otherwise expressly allowed by the City Council or Board of Adjustment.

A sign placed on land or on a building for the purpose of identification, protection or directing persons to a use conducted therein must be deemed to be an integral but accessory and subordinate part of the principal use of land or building. Therefore, the intent of this article is to establish limitations on signs in order to ensure they are appropriate to the land, building or use to which they are appurtenant and are adequate for their intended purpose while balancing the individual and community interests identified in subsection (a) of this section.

These regulations are intended to promote signs that are compatible with the use of the property to which they are appurtenant, landscape and architecture of surrounding buildings, are legible and appropriate to the activity to which they pertain, are not distracting to motorists, and are constructed and maintained in a structurally sound and attractive condition.

These regulations do not regulate every form and instance of visual communication that may be displayed anywhere within the jurisdictional limits of the City. Rather, they are intended to regulate those forms and instances that are most likely to meaningfully affect one or more of the purposes set forth above.

These regulations do not entirely eliminate all of the harms that may be created by the installation and display of signs. Rather, they strike an appropriate balance that preserves ample channels of communication by means of visual display while still reducing and mitigating the extent of the harms caused by signs.

(3) Standards Applicable to All Signs.

- a) Erection at street intersection/location prohibited. No sign or other advertising structure regulated by this section shall be erected at the intersection of any street in such a manner as to obstruct free and clear vision, or at any location where, by reason of its position, shape, and color, it may interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device.
- b) Advertising adult materials. No sign shall indicate the presence of adult videos or materials in an establishment unless such use is permitted by article III, division 12 of this chapter.

~~(1)(4)~~ Functional sign types. The following types of signs shall be considered to be functional sign types: Definitions

- ~~a)~~ a) Bulletin board sign. A sign that indicates the name of an institution or organization on whose premises it is located and that contains the name or names of persons connected with it, and announcements of persons, events or activities occurring at the institution. Such signs may also present a greeting or other similar message.
- ~~a)b)~~ a)b) Electric Sign. Any sign containing electric wiring. This does not include signs illuminated by an exterior floodlight source.
- ~~b)c)~~ b)c) Flashing Sign. Any illumined sign on which the artificial light is not maintained stationary or constant in intensity and color at all times when such sign is in use. For the purpose of this Code any moving illuminated sign, except digital billboards, must

be considered a flashing sign.

~~d)~~ d) Freestanding Sign. A sign erected and maintained on a freestanding frame, mast or pole not attached to any building, and not including ground mounted signs.

~~e)~~ e) Government Sign. A government sign is a sign that is constructed, placed or maintained by the federal, state or local government or a sign that is required to be constructed, placed or maintained by the federal, state or local government either directly or to enforce a property owner's rights.

~~a)~~ a) ~~Business sign. A sign that directs attention to a business or profession conducted, to a commodity or service sold, offered or manufactured or an entertainment offered, on the premises where the sign is located or to which it is affixed.~~

f) Identification sign. A sign giving the name and/or address of a building, business, development or establishment. Such signs may be wholly or partly devoted to a readily recognized symbol.

g) Integral Sign. A sign that is embedded, extruded or carved into the material of a building façade. A sign made of bronze, brushed stainless steel or aluminum, or similar material attached to the building façade.

h) Marquee Sign. A canopy or covering structure bearing a signboard or copy projecting from and attached to a building.

i) Monument sign. Any sign placed upon or supported by the ground independently of any building or structure on the property and whose supports are not visible. Signs on accessory structures shall be considered monument signs. This sign type includes Neighborhood Entry Monument signs.

~~f)~~ j) Nameplate sign. A sign giving the name and/or address of the owner or occupant of a building or premises on which it is located and, where applicable, a professional status.

~~g)~~ k) Off Premises Sign. A sign that directs attention to a business, commodity, service, or entertainment conducted, sold or offered at a location other than the premises on which the sign is located or to which it is affixed.

~~h)~~ l) Original Art Display. A hand-painted work of visual art that is either affixed to or painted directly on the exterior wall of a structure with the permission of the property owner. An original art display does not include: mechanically produced

or computer generated prints or images, including but not limited to digitally printed vinyl; electrical or mechanical components; or changing image art display.

m) Pole sign. A sign that is mounted on a freestanding pole(s), which are visible, either freely visible if legal non-conforming, or with architecturally designed cladding if a new or remodeled sign.

n) Portable Sign. Any structure without a permanent foundation or otherwise permanently attached to a fixed location, which can be carried, towed, hauled or driven and is primarily designed to be moved rather than be limited to a fixed location regardless of modifications that limit its movability.

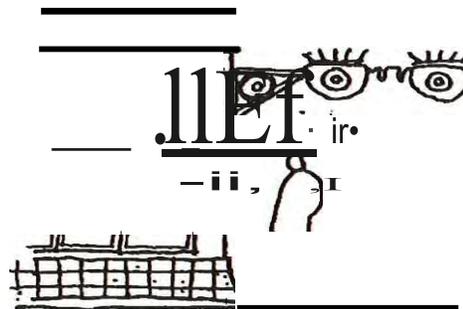
o) Sign. A name, identification, description, display or illustration, which is affixed to, painted or represented directly or indirectly upon a building, or other outdoor surface which directs attention to or is designed or intended to direct attention to the sign face or to an object, product, place, activity, person, institution, organization or business. Signs located completely within an enclosed building, and not exposed to view from a street, are not considered a sign. Each display surface of a sign or sign face is considered to be a sign.

p) Sign area:

1. 4-the space enclosed within the extreme edges of the sign for each sign face, not including the supporting structure; or
2. 2-where attached directly to a building wall or surface, the space within the outline enclosing all the characters of the words, numbers or design.

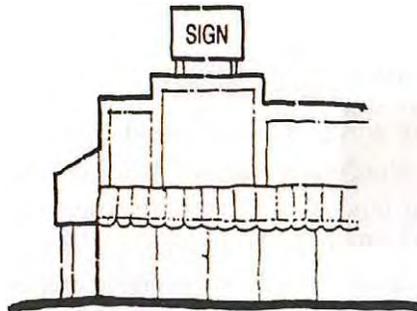
q) Sign face: The entire display surface area of a sign upon, against or through which copy is placed.

r) Projecting Sign. A sign, other than a wall sign, which projects no more than 12



inches from and is supported by a wall of a building or structure.

s) Roof Sign. A sign located on or above the roof of any building, not including false



mansard roof, canopy, or other fascia.

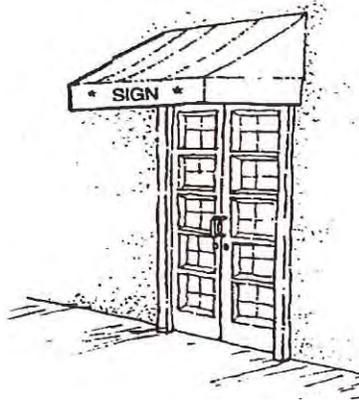
t) Temporary Sign. A banner, pennant, poster or advertising display constructed of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood or other like materials and that appears to be intended or is determined by the code official to be displayed for a limited period of time (rather than permanently attached to the ground or a structure). All banners are considered to be temporary signs.

u) Wall sign. A sign fastened to or painted on a wall of a building or structure, which does not project more than 12 inches from such building, and is attached to the building in such a manner that the wall becomes merely the supporting structure or forms the background surface.



~~(2)(5)~~ Structural sign types. The following types of signs shall be considered to be structural sign types:

- a) Awning, canopy and marquee sign. A sign that is mounted or painted on or attached to an awning, canopy or marquee that is otherwise permitted by these regulations. No such sign shall project farther below than seven feet from the ground level or beyond the physical dimension-s of the awning, canopy or marquee.



— 3 —

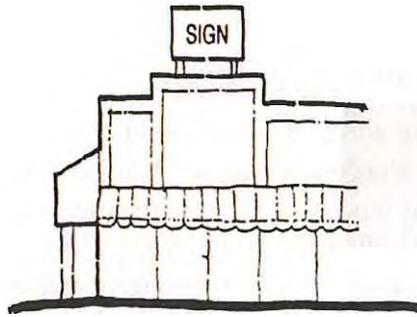
- (b) Ground sign. See definition of "monument sign ."

~~— Monument sign.~~

~~(c) Pole sign. A sign that is mounted on a freestanding pole(s), which are visible, either freely visible if legal non-conforming, or with architecturally designed cladding if a new or remodeled sign.~~

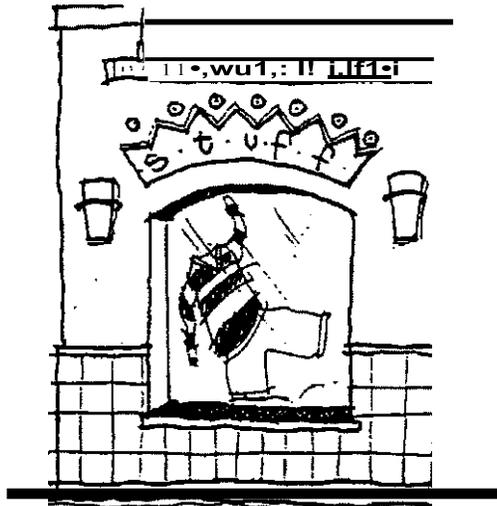
~~(d) Projecting sign. A sign that is wholly or partly dependent upon a building for support and that projects more than 12 inches from such building.~~

~~(e) Roof sign. A sign that is erected, constructed and maintained above the roof of a building, with the principal support on the roof of the building. A roof sign also includes signs painted on the roof of a building.~~



(f)-(c)

~~a) Wall sign. A sign fastened to or painted on a wall of a building or structure, which does not project more than 12 inches from such building, and is attached to the building in such a manner that the wall becomes merely the supporting structure or forms the background surface.~~



(Comp. Ord. of 4-20-2010, § 25-1)

~~Sec. 50-488.~~ Sec. 50-489. - **New or rebuilt signs; permits.**

- (a) Permit required. Unless otherwise provided in these regulations, no new, permanent or temporary sign shall hereafter be hung, erected, attached or supported on a building or structural support, and no existing sign shall be altered, rebuilt, extended, replaced or relocated until a permit has been issued by the director of development and public affairs or the director's designee. All signs legally existing on the effective date of the ordinance from which this chapter is derived may remain in use including those in the status of legal non-conforming sign.
- (b) Application for permit. Applicants for sign permits shall submit an application form (furnished by the director of development and public affairs), appropriately filled out. Said application shall include, or have attached, the following information:

- (1) The name, address, and telephone number of the applicant.
 - (2) The location of the building, structure or lot where the sign is to be located .
 - (3) Position of the sign in relation to nearby buildings and structures.
 - (4) Two sets of prints showing the plans and specifications of the proposed sign and sign structure along with the method of construction and attachment to the building or in the ground.
 - (5) The name of the person, firm, corporation or association erecting the sign.
 - (6) Written consent of the owner of the building, structure or land to which or on which the sign is to be erected.
 - (7) Additional information as the ~~director of development and public affairs~~ **Director of Community Development** shall require to show full compliance with this and all other applicable laws and regulations of the city.
 - (8) A sign permit fee. Said fees shall be set by the board of aldermen.
- (c) Issuance of sign permit. If in the opinion of the ~~director of development and public affairs~~ **Director of Community Development**, the application meets the requirements of this section, a sign permit shall be issued. If the work authorized by such permit is not started within 120 days from the date of its issuance, such permit shall become null and void. When work is started but delayed, the permit shall remain valid for an additional 120 days.
- (d) Permit revocation. If the ~~director of development and public affairs~~ **Director of Community Development** shall find that any sign subject to these regulations is unsafe or insecure, is a menace to the public, has been constructed or erected or is being maintained in violation of the provisions of these regulations, written notice shall be given to the person or entity in possession and control of the premises on which the sign is located, specifying the problem. If such person fails to remove or alter the sign so as to comply with the provisions of these regulations within 30 days of such notice, the ~~director of development and public affairs~~ **Director of Community Development** may cause such sign to be removed or altered to comply with these regulations at the expense of the permittee or owner of the property on which said sign is located. If, in the opinion of the ~~director of development and public affairs~~ **Director of Community Development**, a sign is an immediate hazard to the public health, safety, or welfare, the ~~Director of eCommunity D~~ **evelopment and public affairs director** may cause the sign to be removed immediately and without notice.

(Comp. Ord. of 4-20-2010, § 25-2)

Sec. 50-490. - Sec. 50-490. **General standards.**

- (a) Height of sign. The maximum height of signs shall be measured from ground level at the base of or below the sign to the highest element of the sign and shall be determined for purposes of this section as independent from the maximum height for zoning districts.

~~Height of sign. The maximum height of signs shall be measured from ground level at the base of or below the sign to the highest element of the sign and shall be determined for purposes of this section as independent from the maximum height for zoning districts.~~

- (b) Design, construction and maintenance standards. All signs shall be designed, constructed, and maintained in accordance with the following standards:
- (1) All signs shall comply with the applicable provisions of the building code, electrical code, and fire code, as adopted by the city.
 - (2) Except for temporary signs, and temporary event signs conforming in all respects with the requirements of this chapter, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame or structure.
 - (3) All signs shall be maintained in good structural condition, in compliance with all building and electrical codes, and in conformance with this chapter at all times.
- (c) Aesthetic standards. All signs shall be reviewed by the ~~Director of development~~ **Director of Community Development** or **designated representative** ~~a Re-public affairs~~ for compliance with the provisions contained herein and in regards to the signs compatibility with the property on which the sign is located and surrounding property. Such review shall occur prior to installation of any sign requiring a sign permit under these regulations. Compatibility of the proposed sign shall be determined based upon the following:
- (1) Use of similar or complimentary materials, shapes and/or colors as existing or proposed on the principle buildings on the property.
 - (2) The sign shall be in scale with the structure and/or the property on which it is located.
- (d) Monument signs. Monument signs shall conform to the following standards:
- (1) All support structures, poles, and wiring related to a monument sign shall be enclosed within the base or sign face of said monument sign so that they are not visible.
 - (2) The color of the base and the materials enclosing the base of a monument sign shall be consistent with the exterior color and materials of the buildings on the property **or the homes in the neighborhood in the case of a neighborhood entry monument sign** unless otherwise

required by design standards specified elsewhere within this chapter.

(3) The maximum number of monument signs allowed on a property is specified in the applicable zoning district regulations in this article.

(4) Monument signs having a base greater than 18 inches in height shall have a base that is constructed of the same materials and incorporates the same colors as the principle structure(s) on the property. Monument sign bases that are 18 inches or less in height may have a base constructed of the same material as the exterior of the sign cabinet.

(5) Landscaping shall be installed around the base of the monument sign ~~that is appropriate for the size and scale of the sign.~~

(6) The maximum height of a monument sign is as follows unless a lower height is required elsewhere within these regulations:

a) Residential District: five feet.

b) Neighborhood Commercial District: ~~Eight~~ ~~five~~ feet. ~~For developments with three to five businesses, a community monument sign shall be a maximum of 12 feet. For large developments with six or more businesses a community monument sign shall be a maximum of 16 feet.~~

c) Highway Commercial District: ~~Twelve~~ ~~eight~~ feet. ~~For large developments with six or more businesses-, a community monument sign shall be a maximum of 16 feet.~~

d) Industrial District: ~~Twelve~~ ~~e~~ ~~ght~~ feet.

(7) ~~The minimum base width of a monument sign shall not be less than two-thirds the cumulative height of the sign face and base.~~ Monument sign bases shall be as approved by the Director of Community Development or designated representative in compliance with the specific standards for such signs.

(8) ~~The base of the monument sign shall not have a depth greater than the depth of the sign face.~~ Monument signs designating single family residential neighborhoods shall be approved as part of the overall subdivision development plan. For existing neighborhoods, the entrance monument shall be reviewed and approved by the Director of Community Development or designated representative, and shall be consistent with the overall character of the neighborhood and constructed of quality materials that are consistent with materials used on home facade-s or decorative walls within the neighborhood.

(9) Community monument signs for large multi-tenant developments shall be architecturally designed to be unique for each development. Structural and aesthetic plans for each such community monument sign shall be submitted for approval by the Director of Community Development or designated representative.

(g) Illuminated signs. Signs shall be shaded wherever necessary to avoid casting bright light upon property located in any residential district or upon any public street or park. Illumination shall be restricted to the face of the signboard.

(h) Flashing or moving signs. No flashing signs, rotating or moving signs, animated signs, signs with moving lights, or signs that create the illusion of movement shall be permitted. A sign whereon the current time and/or temperature are indicated by intermittent lighting shall not be deemed to be a flash-sign if the lighting changes are limited to the numerals indicating the time and/or temperature.

(i) Electric changeable copy shall be allowed on signs subject to the following requirements:

(1) Electric changeable message copy may change no more than one time per minute and shall not include any flashing, flowing, scrolling, alternating or blinking lights;

(2) Electric changeable message copy shall be integral to and a part of an approved structural type of sign for the applicable district in which the sign is located.

(3) Electric changeable message copy shall be either multi-color or single color on dark background.

(4) Electric changeable message copy shall be proportional in size to the overall sign but shall not exceed 40% of the overall sign area.

(j) Metal signs. Signs constructed of metal and illuminated by any means requiring internal wiring or electrically wired accessory fixtures attached to a metal sign shall maintain a free clearance to grade of ten feet. Accessory lighting fixtures attached to a non-metal frame sign shall maintain a clearance of ten feet to ground.

(k) Location. No sign shall be permitted to project over the public right-of-way, except with the approval of the board of aldermen as a conditional use or as a permitted use in the Town Square Overlay District (TS) when the lowest part of such sign is at least eight feet above the sidewalk area.

(l) Accessway or window. No sign shall block any accessway or window required by any applicable building, housing, fire or other codes or regulations.

(m) Signs on trees or utility poles. No sign shall be attached to a tree or utility pole whether on public or private property, except signs attached directly to utility poles by licensed public utilities

for safety or identification purposes.

(n) Traffic safety.

(1) No sign shall be maintained at any location where by reason of its position, size, shape or color, it may obstruct, impair, obscure, interfere with the view of, or be confused with, any traffic control sign, signal or device, or where it may interfere with, mislead or confuse traffic.

(2) No sign shall be located in any vision triangle as defined in these regulations, except official traffic signs or other signs mounted eight feet or more above the ground whose supports (not exceeding two) do not exceed 12 inches at the widest dimension and thus do not constitute an obstruction.

(o) Abandoned signs.

(1) Any sign structure, excluding temporary signs, in a business, commercial, or industrial district which advertises an activity which no longer takes place at that location shall be considered an off-premises sign unless the face of such sign is covered or removed. A sign structure which remains in such a state whereby the face has been covered or removed for a period of more than 60 days shall be considered to have been abandoned and shall be subject to removal by the property owner within ten days of a notice to do so by the Director of Community Development or his or her designee. ~~used for the purpose of advertising a business that has not been conducted for a period exceeding 60 days shall be taken down and removed by the permittee, owner, agent or person having the beneficial use of the sign, or of the building, structure or land on which such sign is located within ten business days after receiving written notification thereof if such sign is not in conformity with the provisions of this article.~~ Additionally, as part of the removal of said sign the facade of the building, structure, or premises shall be restored to an appearance that is consistent with the remaining facade of the building, structure or premises and any support structures of the sign shall be removed.

(2) The face of any on-site sign used for a business that has ceased operating for a period of 30 days shall be removed within ten business days upon notification.

(3) Upon failure to comply with any such notice provided in this section within the time specified, the city is hereby authorized to cause removal of such sign and/or sign face, including any related support structures; restore the building, structure or premises to an appearance that is consistent with the remaining facade of the building, structure or premises and any expense incidental thereto shall be paid by the permittee or owner of the land, building or structure to which such sign is attached.

(p) Temporary signs.

(1) Temporary signs allowed at any time.

(a) A property owner may place one sign with a sign face no larger than two (2) square feet on a single parcel at any time. Such sign may remain for a period not to exceed 120 days, after which it must be removed for at least 30 days and then may be replaced.

(b) A property owner may place a sign no larger than 8.5 inches by 11 inches in one window on the property at any time.

(2) Additional Temporary Signs

(a) Election seasons.

(i) An election season is defined as the a period beginning 90 days prior to an election and ending 10 days after an election.

(ii) During an election season a property owner in a residential district may place up to one additional sign no larger than two (2) square feet for each race or issue on the ballot, not to exceed a total of one sign per twenty-five feet of road frontage for the property.

(iii) During an election season a property in a business, commercial, or industrial district may place additional signs as provided in the ~~residential~~ district in Subsection 2).a.ii. above, or one additional sign no larger than four feet by six feet.

(b) Winter holidays.

(i) The winter holiday season is defined as the period between December 1st of each year and January 30th of the following year.

(ii) During the Winter Holiday season, a property in any district may display one additional sign no larger than four feet by six feet.

(c) Building construction or remodeling. Initiation upon issuance of a building permit and termination upon issuance of the certificate of occupancy or approval for connection to electric power for the work authorized by the building permit.

(d) Real Estate Sales. In addition, one temporary sign may be located on a property when the owner is offering the the property for sale.

(i) The sign is displayed only from the period begininning when the property is offered for sale and ending not later than ten business days after a contract for sale has been signed. ~~Signs for temporary events. Signs for a temporary event as defined in this article must comply with the following.~~

(ii) In addition, during the period that the property is being offered for sale, the property may display a sign indicating that the property is available to be viewed by the general public (open house). Such signs may be displayed beginning the day before the open house until two hours after the ending of the open house.

~~A temporary sign for any one business may be placed on a lot subject to the following requirements:~~

~~Issuance of sign permit subject to the requirements specified in section 50-489.~~

~~Length of display.~~

~~Each Temporary Sign Permit Shall Be Valid For A Maximum Of 30 Days;~~

~~Temporary sign permits shall not exceed a maximum of 60 days per calendar year for any one business; and~~

~~No more than four temporary sign permits may be issued within one calendar year for any one business.~~

~~Size of temporary signs.~~

~~Residential districts. Temporary signs on properties occupied or zoned for residences shall not exceed eight square feet in area.~~

~~Commercial and industrial. Temporary event signs on properties occupied or zoned for commercial or industrial uses shall not exceed 32 square feet in area.~~

~~(1)(3) _____ Location of temporary signs.~~

~~(a) Temporary signs shall not be located in the public right-of-way.~~

~~Temporary signs shall not be located in the public right of way;~~

~~(b) Temporary signs shall not be painted on, attached to, or affixed to any trees, rocks, or other similar organic or inorganic natural matter including light poles, utility poles or similar apparatus;~~

~~(c) Temporary signs shall not be painted on or attached to vehicles or trailers.~~

(4) Prohibited temporary signs. The following type of signs and sign features are prohibited unless approved by the board of aldermen after review by the planning commission:

(a) Moving, flashing or animated signs;

(b) Pennant streamers;

(c) Accessory elements or features (such as computers, dolls, balloons or other inflatable devices, etc.) attached to the temporary sign.

~~(5) (5) Removal. Temporary signs must be removed at the end of the period for which they are allowed.~~

~~(6) (6) Maintenance. Temporary signs must be maintained in good condition, free of tears and damage. Torn, damaged, or worn temporary signs must be repaired, removed or replaced upon instruction to do so by the Director of Community Development. Signs which are replaced may remain for the duration of the period allowed.~~ ~~W (q) Signs for temporary events. Signs for a temporary event as defined in this article must comply with the following:~~

~~(7)~~

~~Duration. The sign may be placed upon initiation of the temporary event, and must be removed within ten working days of the termination of the event. Initiation and termination of particular events shall be interpreted as follows:~~

~~(7) Exceptions.~~

~~(a) These regulations shall not apply if the temporary event sign is placed on a legal sign structure such as a legal advertising (billboard) sign.~~

~~(b) These regulations shall not apply to temporary government signs.~~

~~Election. Initiation upon the last day of qualification of candidates or certification of a ballot question and termination upon the completion of the election.~~

~~Building construction or remodeling. Initiation upon issuance of a building permit and termination upon issuance of the certificate of occupancy or approval for connection to electric power for the work authorized by the building permit.~~

~~Fund-raising or non-commercial event; special seasonal event; public attractions. Initiation 45 days prior to first day of the event and termination on the last day of the event.~~

~~Size of temporary event signs.~~

~~Residential districts. Temporary event signs on properties occupied or zoned for residences shall not exceed eight square feet in area.~~

~~Commercial and industrial. Temporary event signs on properties occupied or zoned for commercial or industrial uses shall not exceed 32 square feet in area.~~

~~Additional requirements.~~

~~Temporary event signs shall be located on the ground or wall of a building only.~~

~~Temporary event signs shall not be illuminated.~~

~~Temporary event signs shall not be located on public property;~~

~~Temporary event signs shall not exceed a maximum height of ten feet in multifamily, commercial and industrial districts and five feet in all other districts.~~

~~Temporary event signs not meeting the requirements of this section require a conditional use permit.~~

~~Temporary event signs must be authorized by a building permit if required under the building code adopted by the city.~~

~~These regulations shall not apply if the temporary event sign is placed on a legal sign structure such as a legal advertising (billboard) sign.~~

(Comp. Ord. of 4-20-2010, § 25-3)

~~Sec. 50-489. - Sec. 50-491. - Sec. 50-491. - Exemptions.~~

(a) The following signs shall be exempt from the requirements of this article as long as no traffic safety issues are involved:

(1) Signs of a duly constituted governmental body, including traffic or similar regulatory devices, legal notices, warnings at railroad crossings and other instructional or regulatory signs having to do with health, hazards, parking, swimming, dumping, etc.

(2) Replacing or altering changeable copy ~~on signs of theater marquees, bulletin boards, electric changeable message boards, and similar signs.~~

(3) Flags or emblems of a government or of a civic, philanthropic, educational or religious organization displayed on private property.

(4) Garage sales signs, not exceeding four square feet in area, ~~and tablets and memorial signs that are all displayed on private property~~ provided they are removed 48 hours after the conclusion of the sale.

(5) Small signs, not exceeding five square feet in area, displayed on private property for the convenience of the public, including signs to identify entrance and exit drives, parking areas, one-way drives, rest rooms, freight entrances and the like.

~~(6)~~ Address numerals and other signs required to be maintained by other laws, rules or regulations, provided, however, that the content and size of the sign do not exceed such requirements.

~~(6)~~(7) Interior signs

~~(7)~~ Scoreboards in athletic fields or stadiums intended to be primarily visible only to participants in the event.

(b) The following signs are exempt from the sign permit requirements of this section, but shall comply with all of the other regulations imposed by this section:

(1) Nameplate signs not exceeding two square feet in gross surface area accessory to a

residential dwelling.

(2) Identification signs not exceeding 40 square feet in gross surface area accessory to a multiple dwelling.

(3) One bulletin board sign not exceeding 40 square feet in gross surface area for each street frontage accessory to a church, school or public or non-profit institution. Any sign may be either a monument or wall sign and must maintain a minimum eight-foot setback from any property line.

(4) Home occupation signs that are not illuminated and do not exceed two square feet in gross area.

(Comp. Ord. of 4-20-2010, § 25-4)

~~Sec. 50-490.~~ Sec. 50-492. - **District sign regulations table.**

The district sign regulations table of this section provides a tabular summary of the type of functional signs and structural signs that are allowed within each zoning district.

- (a) Permitted. Functional sign and structural sign types identified with a "P" in a zoning district column of the district sign regulations table that follows are permitted in the applicable zoning district, subject to such standards as specified for each applicable zoning district and all other requirements specified in this chapter.
- (b) Conditionally permitted. Functional sign and structural sign types that are identified with a "C" in a zoning district column of the district sign regulations table that follows are allowed upon approval of conditional use permit as specified in article IX of this chapter.
- (c) Not permitted. Functional sign and structural sign types that are identified with an "N" in a zoning district column of the district sign regulations table that follows are not allowed.

	Zoning Districts									
	R-1	R-2	R-3	RE	MH	NC	HC	M	N	
Functional Sign Type										
Advertising Sign (Billboard)	N	N	N	N	N	N	C	C	N	
Bulletin Board Sign	C	C	C	C	C	P	P	P	P	
Business Sign	N	N	N	N	N	P	P	P	P	
Identification Sign	P	P	P	P	P	P	P	P	P	
Memorial Sign	C	C	C	C	C	C	C	C	C	
Nameplate Sign	P	P	P	P	P	P	P	P	P	
Temporary Event Sign	P	P	P	P	P	P	P	P	P	
Structural Sign Type										
Awning, Canopy or Marquee Sign	N	N	N	N	N	P	P	P	P	
Temporary sign	P	P	P	P	P	P	P	P	P	
Monument Sign	C P	P	P	P	P	P	P	P	P	
Pole Sign	N	N	N	N	N	N	N	N	N	
Projecting Sign	N	N	N	N	N	P	P	P	N	
Roof Sign	N	N	N	N	N	N	N	N	N	
Wall Sign	P	P	P	P	P	P	P	P	P	

[\(Comp. Ord. of 4-20-2010, § 25-5.01\)](#)

Sec. 50-493. - Residential districts. The following provisions shall apply to residential districts:

- (a) [Number of signs permitted: one of each functional type per zoning lot.](#)
- (b) Maximum gross surface area:

(1) Bulletin board and identification signs: 16 square feet.

(2) Nameplate signs: two square feet.

~~a. Temporary event signs.~~

(3) **Neighborhood entry** monument signs: **32 Square** feet not including **base and** architectural features.

~~(c) Required setback: ten feet from any property line or ten feet from the paved surface of any road or sidewalk, whichever is greater.~~

~~(d) Illumination: no sign shall be illuminated except that bulletin board signs may be indirectly illuminated with incandescent or fluorescent light~~

~~-(Comp. Ord. of 4-20-2010, § 25-5.02)~~

~~Sec. 50-491. - Sec. 50-494. - Sec. 50-494. -~~ **Town Square Overlay District (TS).**

All signs in the Town Square Overlay District (TS) shall comply with the requirements specified in article VIII of this chapter:

(a) Number of signs permitted: Monument signs: See article VIII of this chapter.

(b) Other structural types permitted: See article VIII of this chapter.

(c) Maximum gross surface area: two square feet of sign area for each one foot of lineal building frontage along a street frontage provided no single sign shall exceed a gross surface area of 200 square feet unless otherwise specified in article VIII of this chapter.

~~(1) Temporary event signs: section 50-490(p).~~

(d) Required setback: See article VIII of this chapter.

(e) Illumination: See article VIII of this chapter. (Comp. Ord. of 4-20-2010, § 25-5.03)

~~Sec. 50-492. - Sec. 50-495. -~~ **Neighborhood Commercial (NC) and Adult Entertainment Use (AE).**

The following provisions shall apply to Neighborhood Commercial (NC) and Adult Entertainment Use (AE) Districts:

(a) Number of signs permitted:

(1) Monument signs: one per zoning lot.

- (2) Other structural types permitted: no limit on the number of wall, awning, canopy, marquee, projecting, ~~or temporary signs~~, subject to maximum gross surface area.
- (b) Maximum gross surface area: three square feet of sign area for each one foot of building lineage along a street frontage provided that no single sign shall exceed a gross surface area of 300 square feet.
- (c) Required setback: no minimum required.
- (d) Illumination: illuminated signs shall be permitted. (Comp. Ord. of 4-20-2010, § 25-5.04)

~~Sec. 50-493. - Sec. 50-496. - Sec. 50-496.~~ **Highway Corridor Commercial (HC).**

The following provisions shall apply to Highway Commercial Corridor (HC) Districts:

- (a) Number of signs permitted:
 - (1) Monument signs: one per zoning lot. **For large developments of three (3) or more tenants with entranceways from two adjacent streets, a monument sign may be placed on each frontage. Such sign may not be placed if a pole sign exists on a particular frontage.**
 - (2) Other structural types permitted: no limit on the number of wall, awning, canopy, marquee, projecting, or temporary signs, subject to maximum gross surface area.
- (b) Maximum gross surface area: three square feet of sign area for each one foot of building lineage along a street frontage provided that no single sign shall exceed a gross surface area of 300 square feet. **Community monument signs serving a large development containing five (5) or more tenants may submit an architecturally designed multi-tenant monument sign plan for approval by the Director of Community Development or designated representative that does not exceed 400 square feet of present or future tenant sign area.**
- (c) Required setback: no minimum.
- (d) Illumination: illuminated signs shall be permitted. (Comp. Ord. of 4-20-2010, § 25-5.05)

~~Sec. 50-494. - Sec. 50-497. -~~ **Industrial (M).**

The following provisions shall apply to Industrial (M) Districts:

- (a) Number of signs permitted:
 - (1) Monument signs: one per zoning lot.
 - (2) Other structural types permitted: no limit on the number of wall, awning, canopy, marquee, projecting, or temporary signs, subject to maximum gross surface area.

- (b) Maximum gross surface area: four square feet of sign area for each one foot of building lineage along a street frontage provided that no single sign shall exceed a gross surface area of 400 square feet.
- (c) Required setback: no minimum required.
- (d) Illumination: illuminated signs shall be permitted. (Comp. Ord. of 4-20-2010, §25-5.06)

~~Sec. 50-495.~~ ~~Sec. 50-498.~~ - **Nonconforming signs.**

Every sign in existence at the time the ordinance from which this chapter is derived becomes effective may continue in existence, subject to the following:

- (a) It shall not be altered structurally or moved unless it is made to comply with the provisions of these regulations. However, the changing of the movable parts of an existing sign that is designed for such changes, or the repainting or repasting of display matter shall not be deemed a structural alteration.
- (b) The lawful use of a sign existing on the effective date of the ordinance from which this chapter is derived, although such sign does not conform to the provisions hereof, may continue, but if such nonconforming use is discontinued for a period of 60 days, any future use of such sign shall be in conformity with the provisions of these regulations.
- (c) No sign that has been damaged by **accident**, fire, wind, explosion, or other act of God to the extent that 50 percent or more of the sign is destroyed shall be restored except in conformity with these regulations. Any sign that has been damaged to an extent less than 50 percent may be restored **to the same condition and dimensions** that existed as a nonconforming use prior to its damage.

(Com-p. Ord. of 4-20-2010, § 25-6)

Secs. 50 -499- 50-516. - Reserved.



Staff Report

Community Development
Planning and Development Services

PZ 2019-13

To: City of Raytown Planning and Zoning Commission

From: Chris Gilbert, Planning & Zoning Coordinator

Date: January 2, 2020

Re: Zoning Ordinance Text Amendments Regarding Sign Regulations, Chapter 50, Article VIII

SIGN REGULATIONS TEXT AMENDMENTS SUMMARY

Enclosed with this Report is a complete rewriting of the Sign Regulations, contained in Chapter 50, Article VIII, of the Raytown Municipal Code. The majority of the proposed changes were made by attorneys with the City's law firm to bring the regulations into conformance with recent Federal Court decisions, most particularly the 2015 decision, *Reed vs. Town of Gilbert*, a landmark opinion by the United States Supreme Court. A copy of an email from Jennifer Baird, the City Attorney, explaining the significance of this case is attached to this report. Justice Thomas, writing for the majority, essentially made any sign regulations that are based upon the content of the sign subject to "strict constitutional scrutiny". For example, if you have to look at a sign to tell if it is a directional sign or a business sign before being able to access the correct sign dimensions and placement criteria in the ordinance, it is likely a content-based determination and thus subject to strict scrutiny. As a result our attorneys spent a lot of time reworking different parts of the existing regulations to minimize the impact these court decisions could have on administering our sign code.

The second set of changes to the sign regulations pertain to monument signage, pole signage, and electronic message board criteria. The proposed language for pole signs is in response to interest from some aldermen to bring back the option for pole signage along 350 Highway only, as the current limited height of 8 feet makes viewing business signage at highway speeds difficult. Such pole signage would be required to have architecturally designed support structures, not just poles. The proposed signage for monument signage increases the maximum height of monument base signs in stages to allow for multi-tenant monument displays in both the Neighborhood Commercial and Highway Commercial zones. In addition neighborhood entry monument sign criteria have been added to permit neighborhoods to create an identity for themselves. The final category of changes pertains to criteria for changeable copy electronic signs, whereby the School District's existing, and the City's planned new, such signs will also be in compliance with the sign code.

The changes requested by the Planning Commission on November 21, 2019, have been incorporated into the attached updated text amendments.

Attachments:

- City Attorney Review of Reed Case
- Notice of Public Hearing
- Proposed Sign Ordinance Changes

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI
COUNTY OF JACKSON

} S.S.

Page 1 of 2

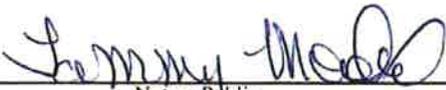
Before the undersigned Notary Public personally appeared **Lisa Fowler** on behalf of **THE DAILY RECORD, KANSAS CITY** who, being duly sworn, attests that said newspaper is qualified under the provisions of Missouri law governing public notices to publish, and did so publish, the notice annexed hereto, starting with the **December 09, 2019** edition and ending with the **December 09, 2019** edition, for a total of 1 publications:

12/09/2019



Lisa Fowler

Subscribed & sworn before me this 9th day of Dec, 2019
(SEAL)



Notary Public

TAMMY MOREHEAD
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis City
My Commission Expires: December 25, 2021
Commission Number: 12394743

Notice of Public Hearing

The City of Raytown is in the process of amending the entirety of Chapter 50, Article VIII, of the Raytown Municipal Code, entitled "Sign Regulations", to re-introduce pole signs on a limited basis along the 350 Highway Corridor, amend monument signage requirements to add more design flexibility, correct other identified deficiencies in the sign regulations, and to bring all existing and proposed new sign regulations into conformity with recent federal court decisions.

A public hearing to consider these proposed new regulations will be held by the Raytown Planning & Zoning Commission at 7:00pm on **Thursday, January 2, 2020**. A copy of the agenda and packet including a staff report with the proposed changes will be available for viewing on the City of Raytown's website, www.raytown.mo.us, on Friday, December 27, 2019.

The Raytown Board of Aldermen will also hold public hearings regarding the above-described new regulations, tentatively scheduled for 7:00pm on **Tuesday, January 7, 2020**, and 7:00pm on **Tuesday, January 21, 2020**.

All public hearings will take place in the Council Chambers at Raytown City Hall located at 10000 E. 59th St. Raytown, MO 64133.

The public is invited to attend the public hearing to ask questions and provide comment regarding this application. Additional information regarding this application can be obtained from the Department of Community Development located in Raytown City Hall at 10000 East 59th Street, by telephone at (816) 737-6059 or by e-mail at chrisg@raytown.mo.us.

If you will require any special accommodation (i.e., qualified interpreter, large print, reader, hearing assistance) in order to attend either of these public hearings, please notify the Department of Community

From: Jennifer Baird [REDACTED]
Sent: Wednesday, November 6, 2019 1:06 PM
To: Chris Gilbert
Subject: Sign Code Changes
Attachments: Sign Code - draft Redline (JMB edits) 11-6-19.docx

Chris,

Attached, please find our proposed changes to the City's Sign Code. As we discussed, in 2015, the United States Supreme Court decided a landmark opinion in *Reed v. Town of Gilbert, AZ*, which changed the way cities can and should regulate signs. Many of the proposed changes are in response to the *Reed* case. There have been subsequent sign cases decided in various districts in which some of the questions that the Court did not answer in the *Reed* case were ultimately addressed. In summary, there is no one model sign code that all cities can adopt and survive a legal challenge because each city is unique. Many of the changes we made to the City's sign code are meant to put the City in the best light in the event the sign code is challenged.

In the *Reed* case, the Town of Gilbert's Code generally required permitting for outdoor signage, but created exceptions for twenty-three categories of signs. Temporary directional signs were required to be significantly smaller than the maximum allowed political or ideological signs and were only allowed to be displayed twelve hours before a qualifying event and one hour after. Political signs, in contrast, were allowed sixty days before a primary election and up to fifteen days following the general election. Members of a church in Gilbert complained about this differential treatment. The church did not have a permanent location and relied on temporary directional signs to inform members and guests of the gathering location for that week. The church wanted to post their signs for more than 12 hours before their event on Sundays.

The case ultimately made its way to the United States Supreme Court. A majority of the Court in the *Reed* case found this differential treatment to be unconstitutional because it made distinctions that were facially based on content (the restrictions placed on sign categories depended entirely upon whether the message they conveyed was political, ideological, or intended to provide direction to an event). Because the restrictions in the Town of Gilbert's Code were found to be content-based, the Court required the measure to be evaluated under a strict scrutiny standard. Strict scrutiny is almost always fatal to a government regulation. Under strict scrutiny, the Court asks whether the measure is the least intrusive means possible to achieve the government's compelling interest. In *Reed*, the Court did not address whether the Town of Gilbert's interest in preserving aesthetic appeal and traffic safety constituted compelling interests, but found that the restrictions were not narrowly tailored, or the least restrictive means possible to

achieve these interests. The majority left open the possibility, however, that a "sign ordinance narrowly tailored to the challenges of protecting the safety of pedestrians, drivers, and passengers—such as warning signs marking hazards on private property, signs directing traffic, or street numbers associated with private houses—well might survive strict scrutiny."



LAUBER MUNICIPAL LAW, LLC

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Jennifer M. Baird
Lauber Municipal Law, LLC
250 NE Tudor Road
Lee's Summit, Missouri 64086



~~This communication is from a law firm and may contain confidential and/or privileged information.~~ If it has been sent to you in error, please contact the sender for instructions concerning return or destruction, and do not use or disclose the contents to others.

Permission given to provide to Planning Commissioners

PROPOSED SIGN CODE TEXT AMENDMENTS

ARTICLE VIII. - SIGN REGULATIONS

Sec. 50-488. - Sec. 50-488. -- Purpose. Introduction

(a) Purpose

(1) General intent. The purpose of this section is to protect, preserve, and promote the beauty, safety and general welfare of the city by establishing certain minimum standards and procedures for the erection of signs in various zoning districts.

(2) Findings and intent; interpretation.

Signs obstruct views, distract motorists, displace alternative uses for land, and pose other problems that legitimately call for regulation. The purpose of this article is to regulate the size, color, illumination, movement, materials, location, height and condition of all signs placed on private property for exterior observation, thus ensuring the protection of property values, the character of the various neighborhoods, the creation of a convenient, attractive and harmonious community, protection against destruction of or encroachment on historic convenience to citizens and encouraging economic development. This article allows adequate communication through signage while encouraging aesthetic quality in the design, location, size, and purpose of all signs. This article must be interpreted in a manner consistent with the First Amendment guarantee of free speech. If any provision of this article is found by a court of competent jurisdiction to be invalid, such finding must not affect the validity of other provisions of this article which can be given effect without the invalid provision.

Signs not expressly permitted as being allowed by right or by special use permit under this article, by specific requirements in another portion of this chapter, or otherwise expressly allowed by the City Council or Board of Adjustment.

A sign placed on land or on a building for the purpose of identification, protection or directing persons to a use conducted therein must be deemed to be an integral but accessory and subordinate part of the principal use of land or building. Therefore, the intent of this article is to establish limitations on signs in order to ensure they are appropriate to the land, building or use to which they are appurtenant and are adequate for their intended purpose while balancing the individual and community interests identified in subsection (a) of this section.

These regulations are intended to promote signs that are compatible with the use of the property to which they are appurtenant, landscape and architecture of surrounding buildings, are legible and appropriate to the activity to which they pertain, are not distracting to motorists, and are constructed and maintained in a structurally sound and attractive condition.

These regulations do not regulate every form and instance of visual communication that may be displayed anywhere within the jurisdictional limits of the City. Rather, they are intended to regulate those forms and instances that are most likely to meaningfully affect one or more of the purposes set forth above.

These regulations do not entirely eliminate all of the harms that may be created by the installation and display of signs. Rather, they strike an appropriate balance that preserves ample channels of communication by means of visual display while still reducing and mitigating the extent of the harms caused by signs.

(3) Standards Applicable to All Signs.

- a) Erection at street intersection/location prohibited. No sign or other advertising structure regulated by this section shall be erected at the intersection of any street in such a manner as to obstruct free and clear vision, or at any location where, by reason of its position, shape, and color, it may interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device.
- b) Advertising adult materials. No sign shall indicate the presence of adult videos or materials in an establishment unless such use is permitted by article III, division 12 of this chapter.

~~(1)(4) Functional sign types. The following types of signs shall be considered to be functional sign types: Definitions~~

- a) Bulletin board sign. A sign that indicates the name of an institution or organization on whose premises it is located and that contains the name or names of persons connected with it, and announcements of persons, events or activities occurring at the institution. Such signs may also present a greeting or other similar message.
- a)b) Electric Sign. Any sign containing electric wiring. This does not include signs illuminated by an exterior floodlight source.
- b)c) Flashing Sign. Any illumined sign on which the artificial light is not maintained stationary or constant in intensity and color at all times when such sign is in use. For the purpose of this Code any moving illuminated sign, except digital billboards, must

be considered a flashing sign.

d) Freestanding Sign. A sign erected and maintained on a freestanding frame, mast or pole not attached to any building, and not including ground mounted signs.

e) Government Sign. A government sign is a sign that is constructed, placed or maintained by the federal, state or local government or a sign that is required to be constructed, placed or maintained by the federal, state or local government either directly or to enforce a property owner's rights.

~~a) Business sign. A sign that directs attention to a business or profession conducted, to a commodity or service sold, offered or manufactured or an entertainment offered, on the premises where the sign is located or to which it is affixed.~~

f) Identification sign. A sign giving the name and/or address of a building, business, development or establishment. Such signs may be wholly or partly devoted to a readily recognized symbol.

g) Integral Sign. A sign that is embedded, extruded or carved into the material of a building façade. A sign made of bronze, brushed stainless steel or aluminum, or similar material attached to the building façade.

h) Marquee Sign. A canopy or covering structure bearing a signboard or copy projecting from and attached to a building.

i) Monument sign. Any sign placed upon or supported by the ground independently of any building or structure on the property and whose supports are not visible. Signs on accessory structures shall be considered monument signs. This sign type includes Neighborhood Entry Monument signs.

j) Nameplate sign. A sign giving the name and/or address of the owner or occupant of a building or premises on which it is located and, where applicable, a professional status.

k) Off Premises Sign. A sign that directs attention to a business, commodity, service, or entertainment conducted, sold or offered at a location other than the premises on which the sign is located or to which it is affixed.

l) Original Art Display. A hand-painted work of visual art that is either affixed to or painted directly on the exterior wall of a structure with the permission of the property owner. An original art display does not include: mechanically produced

or computer generated prints or images, including but not limited to digitally printed vinyl; electrical or mechanical components; or changing image art display.

i)m) Pole sign. A sign that is mounted on a freestanding pole(s), which are visible, either freely visible if legal non-conforming, or with architecturally designed cladding if a new or remodeled sign.

j)n) Portable Sign. Any structure without a permanent foundation or otherwise permanently attached to a fixed location, which can be carried, towed, hauled or driven and is primarily designed to be moved rather than be limited to a fixed location regardless of modifications that limit its movability.

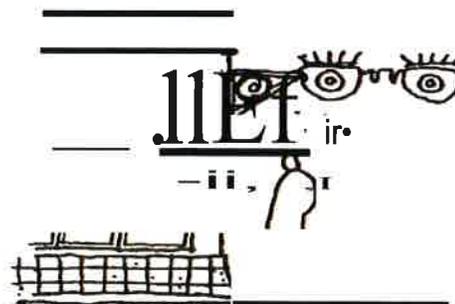
o) Sign. A name, identification, description, display or illustration, which is affixed to, painted or represented directly or indirectly upon a building, or other outdoor surface which directs attention to or is designed or intended to direct attention to the sign face or to an object, product, place, activity, person, institution, organization or business. Signs located completely within an enclosed building, and not exposed to view from a street, are not considered a sign. Each display surface of a sign or sign face is considered to be a sign.

p) Sign area:

1. 1—the space enclosed within the extreme edges of the sign for each sign face, not including the supporting structure; or
2. 2—where attached directly to a building wall or surface, the space within the outline enclosing all the characters of the words, numbers or design.

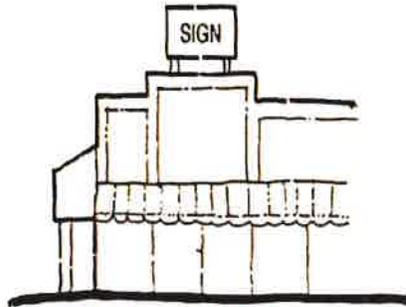
q) Sign face: The entire display surface area of a sign upon, against or through which copy is placed.

r) Projecting Sign. A sign, other than a wall sign, which projects no more than 12



inches from and is supported by a wall of a building or structure.

s) Roof Sign. A sign located on or above the roof of any building, not including false



mansard roof, canopy, or other fascia.

t) Temporary Sign. A banner, pennant, poster or advertising display constructed of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood or other like materials and that appears to be intended or is determined by the code official to be displayed for a limited period of time (rather than permanently attached to the ground or a structure). All banners are considered to be temporary signs.

u) Wall sign. A sign fastened to or painted on a wall of a building or structure, which does not project more than 12 inches from such building, and is attached to the building in such a manner that the wall becomes merely the supporting structure or forms the background surface.



(2)(5) Structural sign types. The following types of signs shall be considered to be structural sign types:

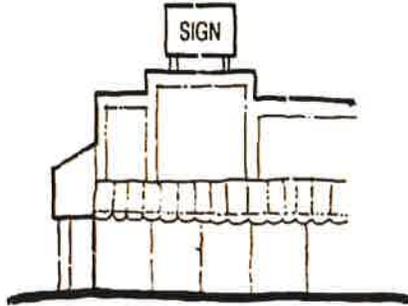
- a) Awning, canopy and marquee sign. A sign that is mounted or painted on or attached to an awning, canopy or marquee that is otherwise permitted by these regulations. No such sign shall project farther below than seven feet from the ground level or beyond the physical dimensions of the awning, canopy or marquee.



- (b) Ground sign. See definition of "monument sign ."

~~— Monument sign.~~

- (c) ~~Pole sign. A sign that is mounted on a freestanding pole(s), which are visible, either freely visible if legal non-conforming, or with architecturally designed cladding if a new or remodeled sign.~~
- (d) ~~Projecting sign. A sign that is wholly or partly dependent upon a building for support and that projects more than 12 inches from such building.~~
- (e) ~~Roof sign. A sign that is erected, constructed and maintained above the roof of a building, with the principal support on the roof of the building. A roof sign also includes signs painted on the roof of a building.~~



(f) (c)

a) ~~Wall sign. A sign fastened to or painted on a wall of a building or structure, which does not project more than 12 inches from such building, and is attached to the building in such a manner that the wall becomes merely the supporting structure or forms the background surface.~~



(Comp. Ord. of 4-20-2010, § 25-1)

~~Sec. 50-488~~ - Sec. 50-489 - **New or rebuilt signs; permits.**

- (a) Permit required. Unless otherwise provided in these regulations, no new, permanent or temporary sign shall hereafter be hung, erected, attached or supported on a building or structural support, and no existing sign shall be altered, rebuilt, extended, replaced or relocated until a permit has been issued by the director of development and public affairs or the director's designee. All signs legally existing on the effective date of the ordinance from which this chapter is derived may remain in use including those in the status of legal non-conforming sign.
- (b) Application for permit. Applicants for sign permits shall submit an application form (furnished by the director of development and public affairs), appropriately filled out. Said application shall include, or have attached, the following information:

- (1) The name, address, and telephone number of the applicant.
- (2) The location of the building, structure or lot where the sign is to be located .
- (3) Position of the sign in relation to nearby buildings and structures.
- (4) Two sets of prints showing the plans and specifications of the proposed sign and sign structure along with the method of construction and attachment to the building or in the ground.
- (5) The name of the person, firm, corporation or association erecting the sign.
- (6) Written consent of the owner of the building, structure or land to which or on which the sign is to be erected.
- (7) Additional information as the ~~director of development and public affairs~~ Director of Community Development shall require to show full compliance with this and all other applicable laws and regulations of the city.
- (8) A sign permit fee. Said fees shall be set by the board of aldermen.

- (c) Issuance of sign permit. If in the opinion of the ~~director of development and public affairs~~ Director of Community Development, the application meets the requirements of this section, a sign permit shall be issued. If the work authorized by such permit is not started within 120 days from the date of its issuance, such permit shall become null and void. When work is started but delayed, the permit shall remain valid for an additional 120 days.
- (d) Permit revocation. If the ~~director of development and public affairs~~ Director of Community Development shall find that any sign subject to these regulations is unsafe or insecure, is a menace to the public, has been constructed or erected or is being maintained in violation of the provisions of these regulations, written notice shall be given to the person or entity in possession and control of the premises on which the sign is located, specifying the problem. If such person fails to remove or alter the sign so as to comply with the provisions of these regulations within 30 days of such notice, the ~~director of development and public affairs~~ Director of Community Development may cause such sign to be removed or altered to comply with these regulations at the expense of the permittee or owner of the property on which said sign is located. If, in the opinion of the ~~director of development and public affairs~~ Director of Community Development, a sign is an immediate hazard to the public health, safety, or welfare, the ~~Director of Community Development and public affairs director~~ Director of Community Development may cause the sign to be removed immediately and without notice.

~~Sec. 50-490. - Sec. 50-490. -~~ **General standards.**

- (a) ~~Height of sign. The maximum height of signs shall be measured from ground level at the base of or below the sign to the highest element of the sign and shall be determined for purposes of this section as independent from the maximum height for zoning districts.~~

~~Height of sign. The maximum height of signs shall be measured from ground level at the base of or below the sign to the highest element of the sign and shall be determined for purposes of this section as independent from the maximum height for zoning districts.~~

- (b) Design, construction and maintenance standards. All signs shall be designed, constructed, and maintained in accordance with the following standards:
- (1) All signs shall comply with the applicable provisions of the building code, electrical code, and fire code, as adopted by the city.
 - (2) Except for temporary signs, and temporary event signs conforming in all respects with the requirements of this chapter, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame or structure.
 - (3) All signs shall be maintained in good structural condition, in compliance with all building and electrical codes, and in conformance with this chapter at all times.
- (c) Aesthetic standards. All signs shall be reviewed by the ~~Director of development~~ **Director of Community Development** or designated representative ~~in public affairs~~ for compliance with the provisions contained herein and in regards to the signs compatibility with the property on which the sign is located and surrounding property. Such review shall occur prior to installation of any sign requiring a sign permit under these regulations. Compatibility of the proposed sign shall be determined based upon the following:
- (1) Use of similar or complimentary materials, shapes and/or colors as existing or proposed on the principle buildings on the property.
 - (2) The sign shall be in scale with the structure and/or the property on which it is located.
- (d) Monument signs. Monument signs shall conform to the following standards:
- (1) All support structures, poles, and wiring related to a monument sign shall be enclosed within the base or sign face of said monument sign so that they are not visible.
 - (2) The color of the base and the materials enclosing the base of a monument sign shall be consistent with the exterior color and materials of the buildings on the property **or the homes in the neighborhood in the case of a neighborhood entry monument sign** unless otherwise

required by design standards specified elsewhere within this chapter.

(3) The maximum number of monument signs allowed on a property is specified in the applicable zoning district regulations in this article.

(4) Monument signs having a base greater than 18 inches in height shall have a base that is constructed of the same materials and incorporates the same colors as the principle structure(s) on the property. Monument sign bases that are 18 inches or less in height may have a base constructed of the same material as the exterior of the sign cabinet.

(5) Landscaping shall be installed around the base of the monument sign ~~that is appropriate for the size and scale of the sign.~~

(6) The maximum height of a monument sign is as follows unless a lower height is required elsewhere within these regulations:

a) Residential District: five feet.

b) Neighborhood Commercial District: ~~Eight~~ five feet. ~~For developments with three to five businesses, a community monument sign shall be a maximum of 12 feet. For large developments with six or more businesses a community monument sign shall be a maximum of 16 feet.~~

c) Highway Commercial District: ~~Twelve~~ eight feet. ~~For large developments with six or more businesses, a community monument sign shall be a maximum of 16 feet.~~

d) Industrial District: ~~Twelve~~ e+ght feet.

(7) ~~The minimum base width of a monument sign shall not be less than two-thirds the cumulative height of the sign face and base.~~ Monument sign bases shall be as approved by the Director of Community Development or designated representative in compliance with the specific standards for such signs.

(8) ~~The base of the monument sign shall not have a depth greater than the depth of the sign face.~~ Monument signs designating single family residential neighborhoods shall be approved as part of the overall subdivision development plan. For existing neighborhoods, the entrance monument shall be reviewed and approved by the Director of Community Development or designated representative, and shall be consistent with the overall character of the neighborhood and constructed of quality materials that are consistent with materials used on home facade-s or decorative walls within the neighborhood.

(9) Community monument signs for large multi-tenant developments shall be architecturally designed to be unique for each development. Structural and aesthetic plans for each such community monument sign shall be submitted for approval by the Director of Community Development or designated representative.

(g) Illuminated signs. Signs shall be shaded wherever necessary to avoid casting bright light upon property located in any residential district or upon any public street or park. Illumination shall be restricted to the face of the signboard.

(h) Flashing or moving signs. No flashing signs, rotating or moving signs, animated signs, signs with moving lights, or signs that create the illusion of movement shall be permitted. A sign whereon the current time and/or temperature are indicated by intermittent lighting shall not be deemed to be a flash-sign if the lighting changes are limited to the numerals indicating the time and/or temperature.

(i) Electric changeable copy shall be allowed on signs subject to the following requirements:

(1) Electric changeable message copy may change no more than one time per minute and shall not include any flashing, flowing, scrolling, alternating or blinking lights;

(2) Electric changeable message copy shall be integral to and a part of an approved structural type of sign for the applicable district in which the sign is located.

(3) Electric changeable message copy shall be either multi-color or single color on dark background.

(4) Electric changeable message copy shall be proportional in size to the overall sign but shall not exceed 40% of the overall sign area.

(j) Metal signs. Signs constructed of metal and illuminated by any means requiring internal wiring or electrically wired accessory fixtures attached to a metal sign shall maintain a free clearance to grade of ten feet. Accessory lighting fixtures attached to a non-metal frame sign shall maintain a clearance of ten feet to ground.

(k) Location. No sign shall be permitted to project over the public right-of-way, except with the approval of the board of aldermen as a conditional use or as a permitted use in the Town Square Overlay District (TS) when the lowest part of such sign is at least eight feet above the sidewalk area.

(l) Accessway or window. No sign shall block any accessway or window required by any applicable building, housing, fire or other codes or regulations.

(m) Signs on trees or utility poles. No sign shall be attached to a tree or utility pole whether on public or private property, except signs attached directly to utility poles by licensed public utilities.

for safety or identification purposes.

(n) Traffic safety.

(1) No sign shall be maintained at any location where by reason of its position, size, shape or color, it may obstruct, impair, obscure, interfere with the view of, or be confused with, any traffic control sign, signal or device, or where it may interfere with, mislead or confuse traffic.

(2) No sign shall be located in any vision triangle as defined in these regulations, except official traffic signs or other signs mounted eight feet or more above the ground whose supports (not exceeding two) do not exceed 12 inches at the widest dimension and thus do not constitute an obstruction.

(o) Abandoned signs.

(1) Any sign structure excluding temporary signs, in a business, commercial, or industrial district which advertises an activity which no longer takes place at that location shall be considered an off-premises sign unless the face of such sign is covered or removed. A sign structure which remains in such a state whereby the face has been covered or removed for a period of more than 60 days shall be considered to have been abandoned and shall be subject to removal by the property owner within ten days of a notice to do so by the Director of Community Development or his or her designee, used for the purpose of advertising a business that has not been conducted for a period exceeding 60 days shall be taken down and removed by the permittee, owner, agent or person having the beneficial use of the sign, or of the building, structure or land on which such sign is located within ten business days after receiving written notification thereof if such sign is not in conformity with the provisions of this article. Additionally, as part of the removal of said sign the facade of the building, structure, or premises shall be restored to an appearance that is consistent with the remaining facade of the building, structure or premises and any support structures of the sign shall be removed.

(2) The face of any on-site sign used for a business that has ceased operating for a period of 30 days shall be removed within ten business days upon notification.

(3) Upon failure to comply with any such notice provided in this section within the time specified, the city is hereby authorized to cause removal of such sign and/or sign face, including any related support structures; restore the building, structure or premises to an appearance that is consistent with the remaining facade of the building, structure or premises and any expense incidental thereto shall be paid by the permittee or owner of the land, building or structure to which such sign is attached.

(p) Temporary signs.

(1) Temporary signs allowed at any time.

(a) A property owner may place one sign with a sign face no larger than two (2) square feet on a single parcel at any time. Such sign may remain for a period not to exceed 120 days, after which it must be removed for at least 30 days and then may be replaced.

(b) A property owner may place a sign no larger than 8.5 inches by 11 inches in one window on the property at any time.

(2) Additional Temporary Signs

(a) Election seasons.

(i) An election season is defined as the a period beginning 90 days prior to an election and ending 10 days after an election.

(ii) During and election season a property owner in a residential district may place up to one additional sign no larger than two (2) square feet for each race or issue on the ballot, not to exceed a total of one sign per twenty-five feet of road frontage for the property.

(iii) During an election season a property in a business, commercial, or industrial district may place additional signs as provided in the residential district in Subsection 2).a.ii. above, or one additional sign no larger than four feet by six feet.

(b) Winter holidays.

(i) The winter holiday season is defined as the period between December 1st of each year and January 30th of the following year.

(ii) During the Winter Holiday season, a property in any district may display one additional sign no larger than four feet by six feet.

(c) Building construction or remodeling. Initiation upon issuance of a building permit and termination upon issuance of the certificate of occupancy or approval for connection to electric power for the work authorized by the building permit.

(d) Real Estate Sales. In addition, one temporary sign may be located on a property when the owner is offering the the property for sale.

—(i) The sign is displayed only from the period begininning when the property is offered for sale and ending not later than ten business days after a contract for sale has been signed. Signs for temporary events. Signs for a temporary event as defined in this article must comply with the following.

(ii) In addition, during the period that the property is being offered for sale, the property may display a sign indicating that the property is available to be viewed by the general public (open house). Such signs may be displayed beginning the day before the open house until two hours after the ending of the open house.

A temporary sign for any one business may be placed on a lot subject to the following requirements:

~~Issuance of sign permit subject to the requirements specified in section 50-489.~~

~~Length of display.~~

~~Each Temporary Sign Permit Shall Be Valid For A Maximum Of 30 Days;~~

~~Temporary sign permits shall not exceed a maximum of 60 days per calendar year for any one business; and~~

~~No more than four temporary sign permits may be issued within one calendar year for any one business.~~

~~Size of temporary signs.~~

~~Residential districts. Temporary signs on properties occupied or zoned for residences shall not exceed eight square feet in area.~~

~~Commercial and industrial. Temporary event signs on properties occupied or zoned for commercial or industrial uses shall not exceed 32 square feet in area.~~

(1)(3) _____ Location of temporary signs.

~~(a) Temporary signs shall not be located in the public right-of-way.~~

~~Temporary signs shall not be located in the public right-of-way.~~

(b) Temporary signs shall not be painted on, attached to, or affixed to any trees, rocks, or other similar organic or inorganic natural matter including light poles, utility poles or similar apparatus.;

~~(c) Temporary signs shall not be painted on or attached to vehicles or trailers.~~

(4) Prohibited temporary signs. The following type of signs and sign features are prohibited unless approved by the board of aldermen after review by the planning commission:

(a) Moving, flashing or animated signs;

(b) Pennant streamers;

(c) Accessory elements or features (such as computers, dolls, balloons or other inflatable devices, etc.) attached to the temporary sign.

~~(5) (5) Removal. Temporary signs must be removed at the end of the period for which they are allowed.~~

~~(6) (6) Maintenance. Temporary signs must be maintained in good condition, free of tears and damage. Torn, damaged, or worn temporary signs must be repaired, removed or replaced upon instruction to do so by the Director of Community Development. Signs which are replaced may remain for the duration of the period allowed. (q) Signs for temporary events. Signs for a temporary event as defined in this article must comply with the following:~~

~~(7)–~~

~~Duration. The sign may be placed upon initiation of the temporary event, and must be removed within ten working days of the termination of the event. Initiation and termination of particular events shall be interpreted as follows:~~

~~(7) Exceptions.~~

~~(a) These regulations shall not apply if the temporary event sign is placed on a legal sign structure such as a legal advertising (billboard) sign.~~

~~(b) These regulations shall not apply to temporary government signs.~~

~~Election. Initiation upon the last day of qualification of candidates or certification of a ballot question and termination upon the completion of the election.~~

~~Building construction or remodeling. Initiation upon issuance of a building permit and termination upon issuance of the certificate of occupancy or approval for connection to electric power for the work authorized by the building permit.~~

~~Fund-raising or non-commercial event; special seasonal event; public attractions. Initiation 45 days prior to first day of the event and termination on the last day of the event.~~

~~Size of temporary event signs:~~

~~Residential districts. Temporary event signs on properties occupied or zoned for residences shall not exceed eight square feet in area.~~

~~Commercial and industrial. Temporary event signs on properties occupied or zoned for commercial or industrial uses shall not exceed 32 square feet in area.~~

~~Additional requirements:~~

~~Temporary event signs shall be located on the ground or wall of a building only.~~

~~Temporary event signs shall not be illuminated.~~

~~Temporary event signs shall not be located on public property;~~

~~Temporary event signs shall not exceed a maximum height of ten feet in multifamily, commercial and industrial districts and five feet in all other districts.~~

~~Temporary event signs not meeting the requirements of this section require a conditional use permit.~~

~~Temporary event signs must be authorized by a building permit if required under the building code adopted by the city.~~

~~These regulations shall not apply if the temporary event sign is placed on a legal sign structure such as a legal advertising (billboard) sign.~~

(Comp. Ord. of 4-20-2010, § 25-3)

~~Sec. 50-489.~~ - ~~Sec. 50-491.~~ - ~~Sec. 50-491.~~ - **Exemptions.**

(a) The following signs shall be exempt from the requirements of this article as long as no traffic safety issues are involved:

(1) Signs of a duly constituted governmental body, including traffic or similar regulatory devices, legal notices, warnings at railroad crossings and other instructional or regulatory signs having to do with health, hazards, parking, swimming, dumping, etc.

(2) Replacing or altering changeable copy ~~on signs of theater marquees, bulletin boards, electric changeable message boards, and similar signs.~~

(3) Flags or emblems of a government or of a civic, philanthropic, educational or religious organization displayed on private property.

(4) Garage sales signs, not exceeding four square feet in area, ~~and tablets and memorial signs that are all displayed on private property~~ provided they are removed 48 hours after the conclusion of the sale.

(5) Small signs, not exceeding five square feet in area, displayed on private property for the convenience of the public, including signs to identify entrance and exit drives, parking areas, one-way drives, rest rooms, freight entrances and the like.

~~(6)~~ Address numerals and other signs required to be maintained by other laws, rules or regulations, provided, however, that the content and size of the sign do not exceed such requirements.

~~(6)~~ ~~(7)~~ Interior signs

~~(7)~~ Scoreboards in athletic fields or stadiums intended to be primarily visible only to participants in the event.

(b) The following signs are exempt from the sign permit requirements of this section, but shall comply with all of the other regulations imposed by this section:

(1) Nameplate signs not exceeding two square feet in gross surface area accessory to a

residential dwelling.

(2) Identification signs not exceeding 40 square feet in gross surface area accessory to a multiple dwelling.

(3) One bulletin board sign not exceeding 40 square feet in gross surface area for each street frontage accessory to a church, school or public or non-profit institution. Any sign may be either a monument or wall sign and must maintain a minimum eight-foot setback from any property line.

(4) Home occupation signs that are not illuminated and do not exceed two square feet in gross area.

(Comp. Ord. of 4-20-2010, § 25-4)

~~Sec. 50-490~~ - Sec. 50-492. - **District sign regulations table.**

The district sign regulations table of this section provides a tabular summary of the type of functional signs and structural signs that are allowed within each zoning district.

- (a) Permitted. Functional sign and structural sign types identified with a "P" in a zoning district column of the district sign regulations table that follows are permitted in the applicable zoning district, subject to such standards as specified for each applicable zoning district and all other requirements specified in this chapter.
- (b) Conditionally permitted. Functional sign and structural sign types that are identified with a "C" in a zoning district column of the district sign regulations table that follows are allowed upon approval of conditional use permit as specified in article IX of this chapter.
- (c) Not permitted. Functional sign and structural sign types that are identified with an "N" in a zoning district column of the district sign regulations table that follows are not allowed.

	Zoning Districts									
	R-1	R-2	R-3	RE	MH	NC	HC	M	N	
Functional Sign Type										
Advertising Sign (Billboard)	N	N	N	N	N	N	C	C	N	
Bulletin Board Sign	C	C	C	C	C	P	P	P	P	
Business Sign	N	N	N	N	N	P	P	P	P	
Identification Sign	P	P	P	P	P	P	P	P	P	
Memorial Sign	C	C	C	C	C	C	C	C	C	
Nameplate Sign	P	P	P	P	P	P	P	P	P	
Temporary Event Sign	P	P	P	P	P	P	P	P	P	
Structural Sign Type										
Awning, Canopy or Marquee Sign	N	N	N	N	N	P	P	P	P	
Temporary sign	P	P	P	P	P	P	P	P	P	
Monument Sign	C P	P	P	P	P	P	P	P	P	
Pole Sign	N	N	N	N	N	N	N	N	N	
Projecting Sign	N	N	N	N	N	P	P	P	N	
Roof Sign	N	N	N	N	N	N	N	N	N	
Wall Sign	P	P	P	P	P	P	P	P	P	

(Comp. Ord. of 4-20-2010, § 25-5.01)

Sec. 50-493. - Residential districts. The following provisions shall apply to residential districts:

- (a) Number of signs permitted: one of each functional type per zoning lot.
- (b) Maximum gross surface area:

(1) Bulletin board and identification signs: 16 square feet.

(2) Nameplate signs: two square feet.

~~a. Temporary event signs.~~

(3) ~~Neighborhood entry~~ monument signs: ~~32 Square~~ feet not including ~~base and~~ architectural features.

~~(c) Required setback: ten feet from any property line or ten feet from the paved surface of any road or sidewalk, whichever is greater.~~

~~(d) Illumination: no sign shall be illuminated except that bulletin board signs may be indirectly illuminated ~~with incandescent or fluorescent light~~~~

~~(Comp. Ord. of 4-20-2010, § 25-5.02)~~

~~Sec. 50-491. -- Sec. 50-494. - **Sec. 50-494. -- Town Square Overlay District (TS).**~~

All signs in the Town Square Overlay District (TS) shall comply with the requirements specified in article VIII of this chapter:

(a) Number of signs permitted: Monument signs: See article VIII of this chapter.

(b) Other structural types permitted: See article VIII of this chapter.

(c) Maximum gross surface area: two square feet of sign area for each one foot of lineal building frontage along a street frontage provided no single sign shall exceed a gross surface area of 200 square feet unless otherwise specified in article VIII of this chapter.

~~(1) Temporary event signs: section 50-490(p)~~

(d) Required setback: See article VIII of this chapter.

(e) Illumination: See article VIII of this chapter. (Comp. Ord. of 4-20-2010, § 25-5.03)

~~Sec. 50-492. -- Sec. 50-495. - **Neighborhood Commercial (NC) and Adult Entertainment Use (AE).**~~

The following provisions shall apply to Neighborhood Commercial (NC) and Adult Entertainment Use (AE) Districts:

(a) Number of signs permitted:

(1) Monument signs: one per zoning lot.

(2) Other structural types permitted: no limit on the number of wall, awning, canopy, marquee, projecting, or temporary signs, subject to maximum gross surface area.

(b) Maximum gross surface area: three square feet of sign area for each one foot of building lineage along a street frontage provided that no single sign shall exceed a gross surface area of 300 square feet.

(c) Required setback: no minimum required.

(d) Illumination: illuminated signs shall be permitted. (Comp. Ord. of 4-20-2010, § 25-5.04)

~~Sec. 50-493.~~ ~~Sec. 50-496.~~ - ~~Sec. 50-496.~~ **Highway Corridor Commercial (HC).**

The following provisions shall apply to Highway Commercial Corridor (HC) Districts:

(a) Number of signs permitted:

(1) Monument signs: one per zoning lot. For large developments of three (3) or more tenants with entranceways from two adjacent streets, a monument sign may be placed on each frontage. Such sign may not be placed if a pole sign exists on a particular frontage.

(2) Other structural types permitted: no limit on the number of wall, awning, canopy, marquee, projecting, or temporary signs, subject to maximum gross surface area.

(b) Maximum gross surface area: three square feet of sign area for each one foot of building lineage along a street frontage provided that no single sign shall exceed a gross surface area of 300 square feet. Community monument signs serving a large development containing five (5) or more tenants may submit an architecturally designed multi-tenant monument sign plan for approval by the Director of Community Development or designated representative that does not exceed 400 square feet of present or future tenant sign area.

(c) Required setback: no minimum.

(d) Illumination: illuminated signs shall be permitted. (Comp. Ord. of 4-20-2010, § 25-5.05)

~~Sec. 50-494.~~ ~~Sec. 50-497.~~ - **Industrial (M).**

The following provisions shall apply to Industrial (M) Districts:

(a) Number of signs permitted:

(1) Monument signs: one per zoning lot.

(2) Other structural types permitted: no limit on the number of wall, awning, canopy, marquee, projecting, or temporary signs, subject to maximum gross surface area.

- (b) Maximum gross surface area: four square feet of sign area for each one foot of building lineage along a street frontage provided that no single sign shall exceed a gross surface area of 400 square feet.
- (c) Required setback: no minimum required.
- (d) Illumination: illuminated signs shall be permitted. (Comp. Ord. of 4-20-2010, §25-5.06)

~~Sec. 50-495.~~ Sec. 50-498. - **Nonconforming signs.**

Every sign in existence at the time the ordinance from which this chapter is derived becomes effective may continue in existence, subject to the following:

- (a) It shall not be altered structurally or moved unless it is made to comply with the provisions of these regulations. However, the changing of the movable parts of an existing sign that is designed for such changes, or the repainting or repasting of display matter shall not be deemed a structural alteration.
- (b) The lawful use of a sign existing on the effective date of the ordinance from which this chapter is derived, although such sign does not conform to the provisions hereof, may continue, but if such nonconforming use is discontinued for a period of 60 days, any future use of such sign shall be in conformity with the provisions of these regulations.
- (c) No sign that has been damaged by **accident**, fire, wind, explosion, or other act of God to the extent that 50 percent or more of the sign is destroyed shall be restored except in conformity with these regulations. Any sign that has been damaged to an extent less than 50 percent may be restored **to the same condition and dimensions** that existed as a nonconforming use prior to its damage.

(Com-p. Ord. of 4-20-2010, § 25-6)

Secs. 50 -499- 50-516. - Reserved.

CITY OF RAYTOWN
PLANNING & ZONING COMMISSION
REGULAR MEETING
MINUTES

January 2, 2019
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	Thurman:	Present	Emerson:	Present
Bettis:	Absent	Robinson:	Present	Frazier:	Present
Stock:	Absent	Dwight:	Present		

3. Approval of Minutes: Minutes of November 21, 2019, approved 6-0 as amended to reflect Thurman present upon motion by Emerson and second by Frazier.

4. New Business

A. Case No.: PZ 2020-01: Public Hearing to Consider a Conditional Use Permit Application Filed by David Hull of DMK Distributors to Operate an Office/Warehouse Use at 10012 E. 64th Street

1. Introduction of Application by Chairman.

Chairman Wilson opened the public hearing and introduced the application. All persons providing testimony were sworn in by Jennifer Baird, City Attorney. David Hull was present as the applicant.

2. Explanation of any Ex Parte Communications Regarding the Application.

No commissioners reported any Ex Parte Communications regarding this application.

3. Enter Relevant Exhibits into the Record.

Chairman Wilson entered the staff report into the record as an exhibit.

4. Introduction of Application by Staff

Chris Gilbert, Planning & Zoning Coordinator provided the staff report. Planning Commission discussion on the application with some questions for staff.

5. Presentation of Application by Applicant.

Mr. David Hull addressed the Planning Commission with a description of why he is needing this Conditional Use Permit and how he is utilizing the building.

6. Request for Public Comment by Chairman.

Richard Jones, a neighboring business owner of Henry's Automotive, spoke on behalf of the applicant, stating he was in support of the application.

7. Additional Staff Comments and Recommendation.

Chris Gilbert provided the staff recommendation to approve the application with a number of conditions attached that were entered into the record. The applicant agreed to the conditions.

8. Commission Discussion.

Planning Commission discussion on the application with some questions for staff.

9. Commission Decision to Approve, Conditionally Approve, or Deny Application.

Ms. Emerson moved and Mr. Frazier seconded a motion to recommend approval of the Conditional Use Permit application. Vote passed 6-0.

B. Case No.: PZ 2019-13: City-Initiated Application to Amend Municipal Code Chapter 50, Article VIII, "Sign Regulations".

1. Introduction of Application by Chairman.

Chairman Wilson opened the public hearing and introduced the application. All persons providing testimony were sworn in by Jennifer Baird, City Attorney.

2. Explanation of any Ex Parte Communications Regarding the Application.

No commissioners reported any Ex Parte Communications regarding this application.

3. Enter Relevant Exhibits into the Record.

Chairman Wilson entered the staff report into the record as an exhibit.

4. Staff Presentation of proposed Text Amendments.

Chris Gilbert, Planning & Zoning Coordinator provided the staff report on proposed changes to the City's Sign Code and the staff recommendation. Planning Commission discussion with questions for staff. Jennifer Baird, City Attorney, gave presentation on proposed legal changes to sign code to comply with recent court rulings.

5. Request for Public Comment by Chairman.

No members of the public were present to provide comment.

6. Commission Discussion.

Planning Commission discussion with questions for staff.

7. Commission Decision to Approve, Conditionally Approve, or Deny Application.

Mr. Robinson moved and Ms. Dwight seconded a motion to recommend approval as recommended in the staff report. Motion passed 6-0.

C. Case No.: PZ 2019-14: City-Initiated Application to Amend Municipal Code Chapter 50, Article IV, "Districts and District Map".

1. Introduction of Application by Chairman.

Chairman Wilson opened the public hearing and introduced the application. All persons providing testimony were sworn in by Jennifer Baird, City Attorney.

2. Explanation of any Ex Parte Communications Regarding the Application.

No commissioners reported any Ex Parte Communications regarding this application.

3. Enter Relevant Exhibits into the Record.

Chairman Wilson entered the staff report into the record as an exhibit.

4. Staff Presentation of proposed Text Amendments.

Chris Gilbert, Planning & Zoning Coordinator provided the staff report on proposed amendments to Zoning Ordinance Use Table regarding vehicle and equipment sales and the recommendation. Planning Commission discussion with questions for staff.

5. Request for Public Comment by Chairman.

No members of the public were present to provide comment.

6. Commission Discussion.

Planning Commission discussion with questions for staff.

7. Commission Decision to Approve, Conditionally Approve, or Deny Application.

Mr. Frazier moved and Mr. Robinson seconded to recommend approval as recommended in the staff report. Motion passed 6-0.

D. Case No.: PZ 2019-12: City-Initiated Application to Amend Municipal Code Chapter 4, “Alcoholic Beverages”, Chapter 10, “Business and Business Regulations”, and Chapter 50, Article IV, “Districts and District Map”.

Chris Gilbert, Planning & Zoning Coordinator, asked the Planning Commission to continue this hearing to a Special meeting on January 16, 2020, to provide more time for staff to work through some concerns that came out of the discussion regarding this item at the November 21, 2019, Planning Commission Meeting.

1. Commission Decision to Continue Hearing to January 16, 2020, Special meeting.

Mr. Frazier moved and Ms. Thurman seconded to continue this item to a Special Meeting on January 16, 2020, at 7:00 PM.

5. Other Business- None.

6. Set Future Meeting Date – Special Meeting on January 16, 2020. Next regular meeting on February 6, 2020, with a CUP application for auto sales to be on the agenda.

7. Adjourn at 8:10 PM upon motion by Ms. Emerson and second by Ms. Dwight.

CITY OF RAYTOWN
Request for Board Action

Date: January 2, 2020 **Bill No.:** 6538-20
To: Mayor and Board of Aldermen **Section No.:** XIII
From: Chris Gilbert, Planning & Zoning Coordinator

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Board of Aldermen approval to amend the Raytown MO Code of Ordinances Chapter 50, amending Article IV, Districts and District map.

Recommendation: Staff recommends approval as submitted.

Analysis: Over the past two decades, all but one of the new car dealers that used to call Raytown home have moved elsewhere. Over that same time period, a number of used vehicle sales businesses have closed as well. Recently, substantial renewed interest in opening used auto sales businesses in Raytown has occurred, particularly along 350 Highway, creating a situation where the City does not have adequate codes in place to prevent clustering of these businesses within close proximity to each other. Staff believes it is in the best interests of the residents of Raytown to propose new regulations that provide stronger controls on where any new or used vehicle sales can locate and how many are appropriate within the City.

Changes to Municipal Code Chapter 50, Article IV, Districts and District Map, regarding the Use Table

- Prohibition on vehicle sales as an accessory use to any primary use
- Separating Vehicle Sales, New or Used, and Equipment Sales in the Use Table and providing separate permitted or conditional allowances based upon zone
- Establishing a minimum distance separation between vehicle sales uses
- Establishing criteria for expansion of existing vehicle sales businesses
- Limiting total number of vehicle sales establishments city-wide

The proposed amendments will treat new and used vehicle sales the same, and additional tools will be available to accommodate a new car sales business, should one decide to locate here, and the City so desired to accommodate it, by using the P, Planned Development zone tool.

Alternatives: Do not update the Ordinance and leave it as it is. The increased interest in used auto sales has the potential to eventually lead to a number of negative effects on Raytown and its image as they proliferate. Controlling the number of, and separation between, such uses will help to mitigate any negative impacts of having too many such businesses, particularly when clustered together.

Budgetary Impact:

Not Applicable

Additional Reports Attached: Ordinance and Planning Commission Staff Report and Minutes

AN ORDINANCE AMENDING CHAPTER 50 (ZONING), ARTICLE IV, ENTITLED DISTRICTS AND DISTRICT MAP OF THE RAYTOWN MUNICIPAL CODE OF THE CITY OF RAYTOWN, MISSOURI

WHEREAS, application PZ-2019-14, submitted by the City of Raytown, proposes to amend Chapter 50 of the City of Raytown Zoning Ordinance contained in the Raytown Municipal Code relating to regulations governing vehicle sales that appeared before the Planning & Zoning Commission; and

WHEREAS, after due public notice in the manner prescribed by law, the Planning & Zoning Commission held a public hearing on January 2, 2020 and by a vote of 6 in favor and 0 against, recommended approval of the amendment to Chapter 50, Article IV, titled Districts and District Map, of the City of Raytown Zoning Ordinance contained in the Raytown Municipal Code; and

WHEREAS, after due public notice in the manner prescribed by law, the Board of Aldermen held public hearings on January 7, 2020 and January 21, 2020 and rendered a decision to approve the amendments to Chapter 50 of the City of Raytown Zoning Ordinance contained in the Raytown Municipal Code.

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

SECTION 1 – APPROVAL OF AMENDMENTS. That Chapter 50, Article IV, commonly known as “Districts and District Map”, is hereby amended as provided in Section 2.

SECTION 2 – AMENDMENTS. The following amendments as shown on Exhibit “A” and Exhibit “B” are hereby adopted.

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, 2020.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

EXHIBIT A

CHAPTER 50, ARTICLE IV. – DISTRICTS AND DISTRICT MAP

Sec. 50-107. – Land Use Table.

(a) *Generally.* The following land use table identifies uses that are either permitted by right, require approval of a conditional use permit or are not allowed in each of the applicable districts. Many of the uses are defined in [section 50-4](#). Any uses that are not defined in [section 50-4](#) shall be given their common meaning.

(1) *Permitted (allowed by right).* Uses identified in a zoning district column of the Use Table with a "P" are "permitted by-right" and shall be permitted in such zoning district, subject to such special use regulations as may be indicated in the "conditions" column and all other requirements of this article.

(2) *Conditional uses.* Uses identified in a zoning district column of the Use Table with a "C" are "conditional uses" and shall be permitted in such zoning district if reviewed and approved in accordance with the standards of article V of this chapter. Conditional uses shall be subject to such special regulations as may be specified in article V of this chapter and all other requirements of the city Code.

(3) *Not permitted.* Uses not identified in a zoning district column of the Use Table as permitted by-right or by conditional use are not allowed in such zoning district unless otherwise expressly permitted by other regulations of the city Code.

(4) *Conditions.* A letter in the "conditions" column of the Land Use Table refers to standards applicable to a particular use in one or more of the districts in which such use is allowed. The referenced regulations appear in subsection (b) of this section.

(b) *Land use conditions.* The following standards shall apply to permitted, conditional and accessory uses:

(1) Single-household dwellings, excluding manufactured or mobile homes, shall have a permanent foundation.

(2) Dwellings used for small group living, shall be subject to the following requirements:

a. No alterations or additions shall be made to a dwelling or accessory structure which will alter the residential appearance of such dwelling.

b. No dwelling used for small group living shall be located within 1,200 feet of another dwelling used for group living, large or small, or a residential care facility, as measured from the nearest property line to the nearest property line.

c. No traffic shall be generated by such group home between the hours of 10:00 p.m. and 6:00 a.m. in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such group home shall be met by off-street parking areas not located in a required front yard.

d. The dwelling shall meet all requirements of the city's adopted codes relating to the safety of occupants, including, but not limited to building and fire codes.

(3) Churches, chapels, mosques, synagogues and temples shall be located on a minimum of a one acre size lot, if located in accordance with at least one of the following:

- a. On a lot having a sideline common to a public park, playground, or cemetery, or directly across a street from any one of combination of said uses.
- b. On a corner lot having a minimum of 100 feet frontage on one side.
- c. On a lot three sides of which adjoin streets.

(4) Golf courses shall be:

- a. Used for daytime use only, including accessory clubhouses and related daytime driving ranges. This requirement shall not be applicable to independent golf driving ranges, pitch and putt or miniature golf courses.
- b. Placed on lots greater than one acre.

(5) a. Residential accessory uses, including automobile parking areas, customarily incident to the above uses and located on the same lot therewith, not involving the conduct of a business or industry, are permitted. Such accessory uses shall not include raising animals, with the exception that one horse per 40,000 square feet lot may be kept in a detached stable. Detached accessory structures should be at least five feet from any property line. Accessory buildings shall not exceed 720 square feet.

b. Accessory buildings and uses in the NC districts that are customarily incidental to the above permitted uses are allowed, provided there shall be no manufacture, processing or compounding of products other than such that are customarily incidental and essential to such permitted use. Accessory buildings and uses shall be constructed in a style and manner similar to the principal building or use.

c. In the HC district, accessory buildings and uses customarily incidental to the above uses if they are constructed in a style and manner similar and sympathetic to a principal building or use.

d. Land in the HC district that is adjacent to a district in which a single-household home is permitted, no article or material stored or offered for sale in connection with uses permitted above shall be stored or displayed outside the confines of a building unless it is so screened by permanent ornamental walls, fences or planting that it cannot be seen from adjoining streets or lots when viewed by a person standing on ground level.

e. In the HC district, automobile sales and automobile service stations engaged in the sale of gasoline and oil, open display may be permitted of merchandise commonly sold by automobile service stations (e.g., oil, batteries, tires, wiper blades, etc.). No permanent open display will be permitted on sidewalks or public rights-of-way. Such display will be adequately screened from adjacent residential property.

f. In the Town Square Overlay District, no article or material stored or offered for sale shall be stored or displayed outside the confines of a building unless otherwise approved by the board of aldermen as part of a development plan or is otherwise permitted by a temporary permit governed by [section 50-15](#).

(6) Private swimming pools, if more than two feet deep, shall be subject to the following conditions and requirements:

a. They must be located behind the front building line and not less than ten feet from any rear or side lot line, and in the case of corner lots, not less than 15 feet from a side street line and at least 20 feet from a principal building on an adjoining lot.

b. If located in the side yard, they shall not be less than 40 feet from the front line and not less than 15 feet from the side lot line.

c. The area in which the pool is located shall be entirely enclosed and separated from adjoining property by a protective fence or other permanent structure of a non-climbable variety at least four feet in height but less than six feet in height.

d. Such protective enclosures shall be provided with gates equipped with locks, which shall be locked when the pool is not attended.

e. Adequate pool drainage facilities shall be provided for which the plans and specifications shall be approved by the director of community development and public affairs or some other duly qualified individual.

(7) Home occupations shall be subject to the following use standards:

a. Said use shall be conducted solely within the confines of the main dwelling and shall not exceed 25 percent of the floor area.

b. Garages or carports, whether attached or detached, shall only be used for the storage of automobiles related to the home occupation.

c. All materials, equipment and samples associated with such home occupation shall be stored completely within the dwelling.

d. No alterations or additions shall be made to a dwelling or accessory structure for business or commercial purposes which will alter the residential appearance of such dwelling.

e. There shall be no entrance or exit way specifically provided in the dwelling or on the premises for the conduct of the home occupation.

f. Permitted home occupations shall not include the employment of any persons not residing on the premises.

g. No traffic shall be generated by such home occupation between the hours of 10:00 p.m. and 6:00 a.m. in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be met by off-street parking areas not located in a required front yard.

- h. The home occupation shall not cause the elimination of required off-street parking.
- i. No uses that create excessive illumination, noise, odor, dust, vibration, air pollution, water pollution or conflict with the use of adjacent property for residential uses are permitted.
- j. A family day care home may be operated as a home occupation, subject to the following conditions:
 - 1. The family day care must be operated by a person who resides in the single-family dwelling.
 - 2. Care is provided to no more than five children not related to the day care provider, at any one time.
 - 3. At least 500 square feet of contiguous, compact outside play area in the rear yard of the premises must be available for outside recreation of children.
 - 4. Play area must be enclosed with a fence at least 60 inches in height.
 - 5. An off-street, unobstructed, paved parking area for the pick up and drop off of participants must be provided.
 - 6. Any body of water, natural or manmade, must be fenced and secured in accordance with this Code.
 - 7. No family day care home shall be located within 1,200 feet of any other type of day care, as measured from nearest property line to nearest property line.
- k. An adult day care may be operated as a home occupation, subject to the following conditions:
 - 1. The adult day care must be operated by a person who resides in the single-family dwelling.
 - 2. Care is provided for no more than five adults at any one time. An adult day care participant, who is not mentally or physically capable of negotiating a normal path to safety, shall count as three persons. The city may request a statement from a physician that a participant is mentally and physically capable of negotiating a normal path to safety. When assistive devices or aids are necessary for an adult day care participant to negotiate a normal path to safety, the adult day care shall be handicap accessible.
 - 3. When assistive devices or aids are necessary for an adult day care participant to negotiate a normal path to safety, the adult day care shall be handicap accessible.
 - 4. Rear yard must be enclosed with a fence at least 60 inches in height.
 - 5. An off-street, unobstructed, paved parking area for the pick up and drop off of adults must be provided.
 - 6. No adult day care home shall be located within 1,200 feet of any other type of day care, as measured from nearest property line to nearest property line.
- l. The following uses are specifically prohibited as home occupations:

1. Retail or wholesale sales;
2. Sales to the public on the premises not incidental thereto;
3. Equipment rental;
4. Sale of any parts;
5. Lawnmower, appliance equipment and machinery repair;
6. Automobile and other motor vehicle repair services and/or sales; and
7. Uses requiring the storage or use of highly flammable, toxic or other hazardous materials.

Specifically prohibited home occupations may receive a home occupancy accessory use permit from the board of zoning adjustment.

m. A home occupation permit shall be issued to the applicant, and the same shall not be transferable or assignable, nor shall it be contained on the subject property after the use shall have been discontinued or abandoned for a period of 60 days.

n. Home occupations established prior to the enactment of these regulations will continue to be subject to the zoning regulations in effect on the date that the home occupation was commenced. A home occupation permit subject to the provisions of these zoning regulations will be required after the discontinuance or abandonment of such a home occupation.

(8) Two-household condominium dwellings as long as they are provided with separate utility connections and are constructed with appropriate zero lot line coverage.

(9) A residential care facility or a dwelling used for large group living, subject to the following requirements:

- a. At least 500 square feet of contiguous, compact outside recreation area must be provided for every five residents.
- b. The recreation area must be fenced with a fence at least 60 inches in height.
- c. Parking. Parking shall be met by off-street parking areas not located in a required front yard, as determined by the requirements of the zoning district.
- d. No alterations or additions shall be made to a dwelling or accessory structure which will alter the residential appearance of such dwelling.
- e. No traffic shall be generated by residential care facilities or a dwelling used for large group living between the hours of 10:00 p.m. and 6:00 a.m. in greater volumes than would normally be expected in a residential neighborhood.
- f. No dwelling used for large group living shall be located within 1,200 feet of another dwelling used for group living, large or small, or a residential care facility, as measured from the nearest property line to the nearest property line.

g. No residential care facility may be located within 1,200 feet of another residential care facility, or a dwelling used for group living, large or small, as measured from the nearest property line to the nearest property line.

h. All other requirements of the R-3 district shall be met.

i. Any residential care facility or dwelling used for large group living must be licensed by the State of Missouri, if applicable.

j. In Districts R-1 and R-2, no more than 16 total residents shall be cared for at any one time.

k. In Districts R-1 and R-2, the applicant must demonstrate that the use will be consistent with the residential character of the neighborhood by presenting information regarding:

1. The number of residents.

2. The number of employees.

3. The number of additional vendors or service providers anticipated to visit the home each day, week, and month including but not limited to pharmacy deliveries, barbers, therapists, doctors, food deliveries, transportation of residents, and special activity providers.

4. The total number of vehicle trips to and from the home per day, including all of the above.

(10) Any such store or shop must not produce more noise, odor, dust, vibration, blasting or traffic than specifically permitted by these regulations and city policy.

(11) An off-street, unobstructed, paved parking area for the pick up and drop off of participants must be provided.

(12) a. At least 500 square feet for every five children, of contiguous, compact outside play area must be provided for outside recreation of children.

b. The play area must be fenced with a fence at least 48 inches in height.

c. An off-street, unobstructed, paved parking area for the pick up and drop off of participants must be provided.

d. Any body of water, natural or man-made, must be fenced and secured in accordance with the Raytown Code of Ordinances.

(13) a. In the industrial district, the entire operation shall be conducted within a fire-rated building or buildings, completely enclosed by walls and roof except that loading docks, service areas and outdoor storage areas may be located outside of a building or buildings, in compliance with the terms of article III, division 7 of this chapter.

b. The activity shall create no noise in excess of that of normal daily traffic measured at the lot line of the premises.

c. The activity shall create no vibration for a period longer than three minutes in any one hour that is perceptible at the lot line of the premises.

d. The activity shall create no dust, dirt, odor or obnoxious gasses, heat and unscreened glare that is perceptible at the lot line of the premises.

e. The activity shall be free from fire hazards and excessive industrial wastes.

f. Each industrial area shall have its own system of streets so that the traffic generated by any industrial use shall flow directly onto a street within the area zoned for industry, hence to empty on any street bordering such area.

(14) All residential units shall be located on floors levels above the first story unless otherwise approved as part of a development plan by the board of aldermen.

(15) a. Adult entertainment establishments, adult book stores, adult motion picture theaters or adult mini-motion picture theaters may be located in a commercial district (NC or HC) or industrial district (M) but not within 500 feet of any residential district with an R in its designation (R-1, R-2 or R-3).

b. No adult entertainment establishment, adult book store, adult motion picture theater or adult mini-motion picture theater shall be allowed to locate or expand within 1,000 feet of any other similar use.

c. No adult entertainment establishment, adult book store, adult motion picture theater or adult mini-motion picture theater shall be allowed to locate or expand within 500 feet of any school, religious institution or public park within the city.

d. The distance between any two adult entertainment establishments, adult book stores, adult motion picture theaters or adult mini-motion picture theaters shall be measured in a straight line, without regard to intervening structures, from the closest exterior structure wall of each business.

e. The distance between any adult entertainment establishment, adult book store, adult motion picture theater or adult mini-motion picture theater and any religious institution, school, public park or any property zoned for residential use shall be measured in a straight line, without regard to intervening structures, from the closest exterior structural wall of the adult entertainment establishment, adult book store, adult motion picture theater or adult mini-motion picture theater to the closest property line of the religious institution, school, public park or the property zoned for residential use.

f. No adult entertainment establishment, adult book store, adult motion picture theater or adult mini-motion picture theater shall be conducted in any manner that permits the observation of any material depicting, describing or relating to a specified sexual activities or a specified anatomical areas, as defined by these regulations, by display decoration, sign, show window or other opening from any exterior source.

(16) Reserved.

(17) The declaration and all details of covenants, by-laws and administrative provisions pertinent to the maintenance of all buildings, structures, land, and other physical facilities shall be reviewed and approved by the planning commission prior to the issuance of a building permit.

(18) a. Junk yard or salvage yard shall occupy a minimum lot size of ten acres.

b. All such uses shall be located at least 300 feet from a boundary line or 500 feet from a boundary line if the property adjoins land in districts Low Density Residential (R-1), Medium-Density Residential (R-2), High-Density Residential (R-3) and Elderly Housing Residential District (RE).

c. All such uses shall be completely surrounded on all sides by a fence or wall at least eight feet high. The fence or wall shall be of uniform height, uniform texture and color and shall be maintained so as to ensure maximum safety to the public, obscure the junk or salvage from normal view of the public and preserve the general welfare of the neighborhood. The fence or wall shall be installed in such a manner as to retain all scrap, junk or other materials within the yard. No scrap, junk or other salvaged materials may be piled so as to exceed the height of this enclosing fence or wall.

d. No materials shall be loaded, unloaded, or otherwise placed either temporarily or permanently outside the fence or wall.

e. No hazardous or toxic materials shall be stored or handled in a junkyard or salvage yard unless they are located in such uses on a temporary basis not to exceed 90 days until other disposal can be arranged.

(19) a. The kennel shall occupy a minimum lot size of five acres.

b. No kennel building or runs shall be located nearer than 200 feet to any property line.

c. All kennel runs or open areas shall be screened completely from view around such areas or at the property lines to prevent the distraction or excitement of the animals.

d. All kennel runs shall be surrounded by a fence of at least eight feet in height.

e. The kennel shall have adequate measures to prevent odor, dust, noise or drainage from becoming objectionable to uses on other properties. No incineration of animal refuse shall be permitted.

f. All state licensing and operation requirements are met.

(20) Riding stable (private) shall not be located less than 100 feet from the front lot line or less than 30 feet from any side or rear lot line. On such lots, there shall not be kept more than one horse, pony or mule for each 40,000 square feet of lot area, provided however, there is a minimum lot size of two acres, and further provided, however, that when any such stable exists and/or animals as herein provided for are kept, the owner or keeper shall cause the premises to be kept and maintained so as to comply with all state, county and municipal sanitary and health regulations regarding same.

(21) No structure housing horses shall be located nearer than 500 feet to the boundary of any residential district with "R" in its title.

(22) Temporary uses. The following temporary uses of land are permitted in each district unless specifically restricted to particular districts and are subject to the regulations and time limits that follow and to the other applicable regulations of the district in which the use is permitted.

a. *Carnivals and circuses.* Permits for may be approved with conditions by the director of community development and public affairs. Such uses need not comply with the bulk or lot-size requirements, provided that structures or equipment that might block the view of operators of motor vehicles on the public streets shall not be located within 30 feet of the intersection of the curb line of any two streets.

b. *Christmas tree sales.* Allowed in any business or industrial district for a period not to exceed 45 days. Display of Christmas trees need not comply with the yard and setback requirements of these regulations; provided that no trees shall be placed in such a manner as to obstruct the vision of traffic within 30 feet of the intersection of the curb line of any two streets.

c. *Garage sales, yard sales and rummage sales.* Periodic conduct of what is commonly called garage or yard or rummage sales that do not exceed a period of more than five days or on more than four occasions during any calendar year.

(23) The annual production of beer by a craft brewery shall not exceed six million barrels.

(27) Permitted Accessory Uses shall not include Vehicle Sales. Any Vehicle Sales incidental to an existing commercial business of any type located in the Neighborhood Commercial, (NC), Highway Commercial (HC), or Manufacturing, (M), Zones, shall require an application for approval of a Conditional Use Permit. Such incidental vehicle sales, if approved by Conditional Use Permit, shall be approved for a specific limited number of vehicles to display at any one time and shall not be subject to the distance separation or number of businesses restrictions contained in Land Use Conditions Note (28).

(28) The following additional criteria shall apply to all Vehicle Sales, New or Used:

a. Such principal use shall not locate or expand an existing operation within 1,500 feet of any other property on which another principal Vehicle Sales, New or Used, business is located; however, the Planning commission and Board of Aldermen may give special consideration to expansion of an existing operation within 1,500 feet of another property with the same principal use if said expansion will improve the overall character of the neighborhood and not increase the overall number of Vehicle Sales businesses in the City. This shall only occur pursuant to approval of a Conditional Use Permit for the expansion.

b. The separation distance between two such uses shall be measured from the primary entrance of the first Vehicle Sales business, from or to the primary entrance of the second such business .

c. Separation distance provisions shall not apply to any Vehicle Sales, New or Used, business that can demonstrate that they were in operation at the location requested in the business license application prior to the effective date of the ordinance from which this article is derived, and they have operated continuously under the same business name since that time.

d. Notwithstanding any other provision to the contrary, no use permit or business license shall be issued for a Vehicle Sales, New or Used, business where it is determined that the total number of such facilities will exceed a population density factor of one such establishment per 5,000 residents, or fraction thereof, based on the last decennial census.

e. Spaces dedicated on a property for the placement of vehicles for sale shall be properly marked and provide adequate drive aisles to access all such marked spaces. These spaces shall in no way reduce the required number of parking spaces to be provided for customers, employees, or handicapped.

f. Appropriate signage be placed directly on each vehicle that is for sale that can easily be identified as marking such vehicle for that purpose. Such signage shall be placed on or inside the vehicle's windows and shall not consist of balloons, streamers, or other similar devices.

(Ord. No. 5498-14, § 2A—C, 7-15-2014; Ord. No. 5579-17, §§ 1, 2(Exh. A), 9-5-2017; Ord. No. 5575-17, § 1, 5-2-2017)

USES	ZONING DISTRICTS															Conditions
	Residential Districts				Nonresidential Districts							Overlay Districts				
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP	AE	
Accessory uses	P	P	P	P	P	P	P		P		P	P			P	(6), (11),(27)
Adult Book Store												P			P	(15)
Adult Day Care	C	C	C		P				P			P			P	(12)
Adult Entertainment Establishment												P			P	(15)
Adult Mini-Motion Picture Theater												P			P	(15)
Adult Motion Picture Theater												P			P	(15)
Agriculture	P	P	P	P	P	P	P	P	P	P		P				
Airports and aviation fields including helicopter pads.							C									(11)
Amusement Parks					C		C									
Animal Care, General							P		P							(13)
Animal Care, Limited							P		P			P				(13)
Arenas					C		C									
Art Galleries					P	P			P			P				(5)
Assembly Rooms					C		C									
Athletic Fields					C		C									

USES	ZONING DISTRICTS															Conditions
	Residential Districts				Nonresidential Districts							Overlay Districts				
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP	AE	
Auction Facilities					C		C									
Auditorium or Stadium							P		P			P				(13)
Auditoriums																
Bakery, Retail					P	P			P							(10), (11)
Bed and breakfast homes with or without a related tearoom	C	C	C													
Boat Sales						C	C									
Camps								P	P			P				
Car Wash					C	C	C					P				(13)
Cemeteries, crematories and mausoleums	C	C	C	C	C	C	C	C								
Churches, chapels, mosques, synagogues, temples and other places of religious assembly	P	P	P	P	P	P	P		P			P			P	(3), (10), (11)
College or University							P		P			P				(13)

USES	ZONING DISTRICTS															Conditions
	Residential Districts				Nonresidential Districts							Overlay Districts				
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP	AE	
Commercial and retail uses that are not permitted by district regulations					C	C	C	C								
Communications towers	C	C	C	C	C	C	C	C	C							(16)
Condominium dwelling containing more than two household condominium dwellings			C									P	P			(17)
Construction Sales and Service							P		P			P				(13)
Convenience Stores					P	P	P		P			P				(13)
Craft Brewery					C	P	P									
Cultural Service							P		P			P				(13)
Dance halls, discotheques, and night clubs					C	C										
Day care center					P				P			P				(12)

USES	ZONING DISTRICTS														Conditions	
	Residential Districts				Nonresidential Districts							Overlay Districts				
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP		AE
Dormitories and fraternity or sorority houses		C	C													
Drive-In Theater						P			P			P				(11)
Drive-through restaurants					P	P										
Dwelling, Large group living	C	C	P		P				P			P				(9)
Dwelling, Small group living	P	P	P						P		P	P				(2)
Equipment Sales						C	P					P				
Exhibit hall					C		C									
Financial institutions					P	P										
Food/Bakery Product Manufacturing							P		P			P				
Fortune Tellers, palm readers, psychics, tarot card readers and similar uses						C										
Foster homes	P	P	P						P			P				

USES	ZONING DISTRICTS															Conditions
	Residential Districts				Nonresidential Districts							Overlay Districts				
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP	AE	
Fraternal club, service club, private club and/or tavern	C	C	C	C	C	C	C	C								
Golf course	P	P	P				P		P			P			P	(4), (13)
Golf-driving, commercial or illuminated						C										
Government Uses, including but not limited to police station, fire station, emergency medical services	C	C	C	C	P	C	P		P			P			P	(13)
Group day care home					P				P			P			P	(12)
Group Home	C	C	C													
Health Club					P	P	P		P			P				(13)
Home occupations	P	P	P						P		P	P				(7)
Hospital						P	P		P			P			P	(11), (13)
Hotel or motel						P	P		P			P			P	(11), (13)
Junk yards or salvage yards							C									(18)
Kennels						C	C									(19)
Laundry						P			P			P			P	(11)

USES	ZONING DISTRICTS														Conditions
	Residential Districts				Nonresidential Districts						Overlay Districts				
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP	
Laundry Service							P		P			P			(13)
Manufactured home without a permanent foundation				P					P			P			(13)
Manufacturing and Assembly							P		P			P			(13)
Mobile Homes				P					P			P			
Modular Home	P	P	P	P											
Mortuaries					P	P			P			P		P	(11)
Motorcycle sales and service						P			P			P		P	(11)
Multi-household buildings			P						P			P	P		
Multi-household dwellings (i.e., communes)	C	C	C	C	C	C	C								
Museums	C	C	C		P				P			P			
Nursery or Garden Center						P			P			P		P	(11)
Offices					P	P			P			P		P	(11)
Outdoor Gun Clubs						C									
Outdoor Storage Uses						C	C								
Parking Lot, Commercial							P		P			P			(13)

USES	ZONING DISTRICTS															Conditions
	Residential Districts				Nonresidential Districts							Overlay Districts				
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP	AE	
Parks and Recreation- Public	P	P	P	P			P	P	P			P				(13)
Penal, reformatory or other correctional uses				C		C										
Pharmacy					P	P			P			P			P	(11)
Pitch and putt or miniature golf courses	P	P	P		C	C			P			P				
Pre-schools, nursery schools, children's day care or facilities of five persons but not more than ten persons	C	C	C													
Printing and Publishing					P	P	P		P			P				(13)
Private swimming pools	P	P	P						P			P				(6)

USES	ZONING DISTRICTS															Conditions
	Residential Districts				Nonresidential Districts							Overlay Districts				
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP	AE	
Public and private resource recycling centers not involving any hazardous or toxic waste				C		C	C									
Race Tracks							C									
Recreation and Entertainment, Indoor					P	P	P		P			P				(13)
Repair Service					P		P		P			P				(13)
Research Service							P		P			P				(13)
Residential care facility	C	C	P		P				P			P			P	(9)
Residential or outpatient facilities for the treatment of alcohol or drug abuse	C	C	C	C	C	C	C	C								
Restaurants					P	P			P			P			P	(11)
Retail store or shop					P	P			P			P			P	(11)
Riding stable (private)					C		C									(20)
Riding stable and academy (public)					C		C									(21)

USES	ZONING DISTRICTS															Conditions
	Residential Districts				Nonresidential Districts							Overlay Districts				
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP	AE	
Schools, private or parochial and non-profit	C	C	C	C	C	C	C	C								
Service stations					C	C										
Single-household dwellings	P	P	P						P		P	P				(1)
Studio, Television or Film							P		P			P				(14)
Swimming pools, public or commercial					C											
Tattoo parlors and body-piercing businesses					C	C										
Temporary Uses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(22)
Transit Facility							P		P			P				(14)
Two-household condominium dwellings		P	P						P			P				(9), (15)
Two-household dwellings		P	P						P			P				(9), (15)
Utility, Minor							P		P			P				(14)

USES	ZONING DISTRICTS															Conditions
	Residential Districts				Nonresidential Districts							Overlay Districts				
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP	AE	
Vehicle and Equipment Rental					C	C	C									
Vehicle and Equipment Sales, New or Used						C	C					P				(28)
Vehicle Repair, General						C	P									
Vehicle Repair, Limited						C	P		P			P				(14)
Vehicle/Equipment Storage Yard						C	C									
Veterinary and small animal hospitals with outdoor containment						C	P									
Vocational School							P		P			P				(14)
Warehousing and Wholesale							P		P			P				(14)
Water towers	C	C	C	C	C	C	C	C								



Staff Report

Community Development
Planning and Development Services

PZ 2019-14

To: City of Raytown Planning and Zoning Commission

From: Chris Gilbert, Planning & Zoning Coordinator

Date: January 2, 2020

Re: Zoning Ordinance Text Amendments Regarding Vehicle and Equipment Sales

VEHICLE SALES TEXT AMENDMENTS SUMMARY

Over the past two decades, all but one of the new car dealers that used to call Raytown home have moved elsewhere. Over that same time period, a number of used vehicle sales businesses have closed as well. Recently, substantial renewed interest in opening used auto sales businesses in Raytown has occurred, particularly along 350 Highway, creating a situation where the City does not have adequate codes in place to prevent clustering of these businesses within close proximity to each other. Staff believes it is in the best interests of the residents of Raytown to propose new regulations that provide stronger controls on where any new or used vehicle sales can locate and how many are appropriate within the City.

Changes to Municipal Code Chapter 50, Article IV, regarding the Use Table

- Prohibition on vehicle sales as an accessory use to any primary use
- Separating Vehicle Sales, New or Used, and Equipment Sales in the Use Table and providing separate permitted or conditional allowances based upon zone
- Establishing a minimum distance separation between vehicle sales uses
- Establishing criteria for expansion of existing vehicle sales businesses
- Limiting total number of vehicle sales establishments city-wide

The changes recommended at the November 21, 2019 meeting have been incorporated into the amendments attached to this staff report.

Attachments:

- Notice of Public Hearing
- Proposed Zoning Ordinance Text Amendments for Vehicle and Equipment Sales

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI
COUNTY OF JACKSON

} S.S.

Before the undersigned Notary Public personally appeared **Lisa Fowler** on behalf of **THE DAILY RECORD, KANSAS CITY** who, being duly sworn, attests that said newspaper is qualified under the provisions of Missouri law governing public notices to publish, and did so publish, the notice annexed hereto, starting with the **December 09, 2019** edition and ending with the **December 09, 2019** edition, for a total of 1 publications:

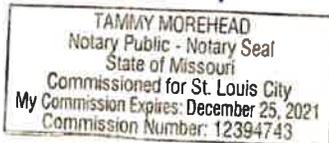
12/09/2019

Lisa Fowler

Lisa Fowler

Subscribed & sworn before me this 9th day of Dec, 2019
(SEAL)

Tammy Morehead
Notary Public



Notice of Public Hearing

The City of Raytown is in the process of amending part of Chapter 50, Article IV, of the Raytown Municipal Code, entitled "Districts and District Map", amending certain portions of the Land Use Table contained in Section 50-107, including placement of additional zoning regulations pertaining to vehicle sales, both new and used, with city-wide applicability.

A public hearing to consider these proposed new regulations will be held by the Raytown Planning & Zoning Commission at 7:00pm on Thursday, January 2, 2020. A copy of the agenda and packet including a staff report with the proposed changes will be available for viewing on the City of Raytown's website, www.raytown.mo.us, on Friday, December 27, 2019.

The Raytown Board of Aldermen will also hold public hearings regarding the above-described new regulations, tentatively scheduled for 7:00pm on Tuesday, January 7, 2020, and 7:00pm on Tuesday, January 21, 2020.

All public hearings will take place in the Council Chambers at Raytown City Hall located at 10000 E. 59th St. Raytown, MO 64133.

The public is invited to attend the public hearing to ask questions and provide comment regarding this application. Additional information regarding this application can be obtained from the Department of Community Development located in Raytown City Hall at 10000 East 59th Street, by telephone at (816) 737-6059 or by e-mail at chrisg@raytown.mo.us.

If you will require any special accommodation (i.e., qualified interpreter, large print, reader, hearing assistance) in order to attend either of these public hearings, please notify the Department of Community Development at Raytown City Hall at (816) 737-6014 no later than 48 hours prior to the applicable public hearing

CHAPTER 50, ARTICLE IV. – DISTRICTS AND DISTRICT MAP

Sec. 50-107. – Land Use Table.

(a) *Generally.* The following land use table identifies uses that are either permitted by right, require approval of a conditional use permit or are not allowed in each of the applicable districts. Many of the uses are defined in [section 50-4](#). Any uses that are not defined in [section 50-4](#) shall be given their common meaning.

(1) *Permitted (allowed by right).* Uses identified in a zoning district column of the Use Table with a "P" are "permitted by-right" and shall be permitted in such zoning district, subject to such special use regulations as may be indicated in the "conditions" column and all other requirements of this article.

(2) *Conditional uses.* Uses identified in a zoning district column of the Use Table with a "C" are "conditional uses" and shall be permitted in such zoning district if reviewed and approved in accordance with the standards of article V of this chapter. Conditional uses shall be subject to such special regulations as may be specified in article V of this chapter and all other requirements of the city Code.

(3) *Not permitted.* Uses not identified in a zoning district column of the Use Table as permitted by-right or by conditional use are not allowed in such zoning district unless otherwise expressly permitted by other regulations of the city Code.

(4) *Conditions.* A letter in the "conditions" column of the Land Use Table refers to standards applicable to a particular use in one or more of the districts in which such use is allowed. The referenced regulations appear in subsection (b) of this section.

(b) *Land use conditions.* The following standards shall apply to permitted, conditional and accessory uses:

(1) Single-household dwellings, excluding manufactured or mobile homes, shall have a permanent foundation.

(2) Dwellings used for small group living, shall be subject to the following requirements:

a. No alterations or additions shall be made to a dwelling or accessory structure which will alter the residential appearance of such dwelling.

b. No dwelling used for small group living shall be located within 1,200 feet of another dwelling used for group living, large or small, or a residential care facility, as measured from the nearest property line to the nearest property line.

c. No traffic shall be generated by such group home between the hours of 10:00 p.m. and 6:00 a.m. in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such group home shall be met by off-street parking areas not located in a required front yard.

d. The dwelling shall meet all requirements of the city's adopted codes relating to the safety of occupants, including, but not limited to building and fire codes.

(3) Churches, chapels, mosques, synagogues and temples shall be located on a minimum of a one acre size lot, if located in accordance with at least one of the following:

a. On a lot having a sideline common to a public park, playground, or cemetery, or directly across a street from any one of combination of said uses.

b. On a corner lot having a minimum of 100 feet frontage on one side.

c. On a lot three sides of which adjoin streets.

(4) Golf courses shall be:

a. Used for daytime use only, including accessory clubhouses and related daytime driving ranges. This requirement shall not be applicable to independent golf driving ranges, pitch and putt or miniature golf courses.

b. Placed on lots greater than one acre.

(5) a. Residential accessory uses, including automobile parking areas, customarily incident to the above uses and located on the same lot therewith, not involving the conduct of a business or industry, are permitted. Such accessory uses shall not include raising animals, with the exception that one horse per 40,000 square feet lot may be kept in a detached stable. Detached accessory structures should be at least five feet from any property line. Accessory buildings shall not exceed 720 square feet.

b. Accessory buildings and uses in the NC districts that are customarily incidental to the above permitted uses are allowed, provided there shall be no manufacture, processing or compounding of products other than such that are customarily incidental and essential to such permitted use. Accessory buildings and uses shall be constructed in a style and manner similar to the principal building or use.

c. In the HC district, accessory buildings and uses customarily incidental to the above uses if they are constructed in a style and manner similar and sympathetic to a principal building or use.

d. Land in the HC district that is adjacent to a district in which a single-household home is permitted, no article or material stored or offered for sale in connection with uses permitted above shall be stored or displayed outside the confines of a building unless it is so screened by permanent ornamental walls, fences or planting that it cannot be seen from adjoining streets or lots when viewed by a person standing on ground level.

e. In the HC district, automobile sales and automobile service stations engaged in the sale of gasoline and oil, open display may be permitted of merchandise commonly sold by automobile service stations (e.g., oil, batteries, tires, wiper blades, etc.). No permanent open display will be permitted on sidewalks or public rights-of-way. Such display will be adequately screened from adjacent residential property.

f. In the Town Square Overlay District, no article or material stored or offered for sale shall be stored or displayed outside the confines of a building unless otherwise approved by the board of aldermen as part of a development plan or is otherwise permitted by a temporary permit governed by [section 50-15](#).

(6) Private swimming pools, if more than two feet deep, shall be subject to the following conditions and requirements:

a. They must be located behind the front building line and not less than ten feet from any rear or side lot line, and in the case of corner lots, not less than 15 feet from a side street line and at least 20 feet from a principal building on an adjoining lot.

b. If located in the side yard, they shall not be less than 40 feet from the front line and not less than 15 feet from the side lot line.

c. The area in which the pool is located shall be entirely enclosed and separated from adjoining property by a protective fence or other permanent structure of a non-climbable variety at least four feet in height but less than six feet in height.

d. Such protective enclosures shall be provided with gates equipped with locks, which shall be locked when the pool is not attended.

e. Adequate pool drainage facilities shall be provided for which the plans and specifications shall be approved by the director of community development and public affairs or some other duly qualified individual.

(7) Home occupations shall be subject to the following use standards:

a. Said use shall be conducted solely within the confines of the main dwelling and shall not exceed 25 percent of the floor area.

b. Garages or carports, whether attached or detached, shall only be used for the storage of automobiles related to the home occupation.

c. All materials, equipment and samples associated with such home occupation shall be stored completely within the dwelling.

d. No alterations or additions shall be made to a dwelling or accessory structure for business or commercial purposes which will alter the residential appearance of such dwelling.

e. There shall be no entrance or exit way specifically provided in the dwelling or on the premises for the conduct of the home occupation.

f. Permitted home occupations shall not include the employment of any persons not residing on the premises.

g. No traffic shall be generated by such home occupation between the hours of 10:00 p.m. and 6:00 a.m. in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be met by off-street parking areas not located in a required front yard.

- h. The home occupation shall not cause the elimination of required off-street parking.
- i. No uses that create excessive illumination, noise, odor, dust, vibration, air pollution, water pollution or conflict with the use of adjacent property for residential uses are permitted.
- j. A family day care home may be operated as a home occupation, subject to the following conditions:
 - 1. The family day care must be operated by a person who resides in the single-family dwelling.
 - 2. Care is provided to no more than five children not related to the day care provider, at any one time.
 - 3. At least 500 square feet of contiguous, compact outside play area in the rear yard of the premises must be available for outside recreation of children.
 - 4. Play area must be enclosed with a fence at least 60 inches in height.
 - 5. An off-street, unobstructed, paved parking area for the pick up and drop off of participants must be provided.
 - 6. Any body of water, natural or manmade, must be fenced and secured in accordance with this Code.
 - 7. No family day care home shall be located within 1,200 feet of any other type of day care, as measured from nearest property line to nearest property line.
- k. An adult day care may be operated as a home occupation, subject to the following conditions:
 - 1. The adult day care must be operated by a person who resides in the single-family dwelling.
 - 2. Care is provided for no more than five adults at any one time. An adult day care participant, who is not mentally or physically capable of negotiating a normal path to safety, shall count as three persons. The city may request a statement from a physician that a participant is mentally and physically capable of negotiating a normal path to safety. When assistive devices or aids are necessary for an adult day care participant to negotiate a normal path to safety, the adult day care shall be handicap accessible.
 - 3. When assistive devices or aids are necessary for an adult day care participant to negotiate a normal path to safety, the adult day care shall be handicap accessible.
 - 4. Rear yard must be enclosed with a fence at least 60 inches in height.
 - 5. An off-street, unobstructed, paved parking area for the pick up and drop off of adults must be provided.
 - 6. No adult day care home shall be located within 1,200 feet of any other type of day care, as measured from nearest property line to nearest property line.
- l. The following uses are specifically prohibited as home occupations:

1. Retail or wholesale sales;
2. Sales to the public on the premises not incidental thereto;
3. Equipment rental;
4. Sale of any parts;
5. Lawnmower, appliance equipment and machinery repair;
6. Automobile and other motor vehicle repair services and/or sales; and
7. Uses requiring the storage or use of highly flammable, toxic or other hazardous materials.

Specifically prohibited home occupations may receive a home occupancy accessory use permit from the board of zoning adjustment.

m. A home occupation permit shall be issued to the applicant, and the same shall not be transferable or assignable, nor shall it be contained on the subject property after the use shall have been discontinued or abandoned for a period of 60 days.

n. Home occupations established prior to the enactment of these regulations will continue to be subject to the zoning regulations in effect on the date that the home occupation was commenced. A home occupation permit subject to the provisions of these zoning regulations will be required after the discontinuance or abandonment of such a home occupation.

(8) Two-household condominium dwellings as long as they are provided with separate utility connections and are constructed with appropriate zero lot line coverage.

(9) A residential care facility or a dwelling used for large group living, subject to the following requirements:

- a. At least 500 square feet of contiguous, compact outside recreation area must be provided for every five residents.
- b. The recreation area must be fenced with a fence at least 60 inches in height.
- c. Parking. Parking shall be met by off-street parking areas not located in a required front yard, as determined by the requirements of the zoning district.
- d. No alterations or additions shall be made to a dwelling or accessory structure which will alter the residential appearance of such dwelling.
- e. No traffic shall be generated by residential care facilities or a dwelling used for large group living between the hours of 10:00 p.m. and 6:00 a.m. in greater volumes than would normally be expected in a residential neighborhood.
- f. No dwelling used for large group living shall be located within 1,200 feet of another dwelling used for group living, large or small, or a residential care facility, as measured from the nearest property line to the nearest property line.

g. No residential care facility may be located within 1,200 feet of another residential care facility, or a dwelling used for group living, large or small, as measured from the nearest property line to the nearest property line.

h. All other requirements of the R-3 district shall be met.

i. Any residential care facility or dwelling used for large group living must be licensed by the State of Missouri, if applicable.

j. In Districts R-1 and R-2, no more than 16 total residents shall be cared for at any one time.

k. In Districts R-1 and R-2, the applicant must demonstrate that the use will be consistent with the residential character of the neighborhood by presenting information regarding:

1. The number of residents.
2. The number of employees.
3. The number of additional vendors or service providers anticipated to visit the home each day, week, and month including but not limited to pharmacy deliveries, barbers, therapists, doctors, food deliveries, transportation of residents, and special activity providers.
4. The total number of vehicle trips to and from the home per day, including all of the above.

(10) Any such store or shop must not produce more noise, odor, dust, vibration, blasting or traffic than specifically permitted by these regulations and city policy.

(11) An off-street, unobstructed, paved parking area for the pick up and drop off of participants must be provided.

(12) a. At least 500 square feet for every five children, of contiguous, compact outside play area must be provided for outside recreation of children.

b. The play area must be fenced with a fence at least 48 inches in height.

c. An off-street, unobstructed, paved parking area for the pick up and drop off of participants must be provided.

d. Any body of water, natural or man-made, must be fenced and secured in accordance with the Raytown Code of Ordinances.

(13) a. In the industrial district, the entire operation shall be conducted within a fire-rated building or buildings, completely enclosed by walls and roof except that loading docks, service areas and outdoor storage areas may be located outside of a building or buildings, in compliance with the terms of article III, division 7 of this chapter.

b. The activity shall create no noise in excess of that of normal daily traffic measured at the lot line of the premises.

c. The activity shall create no vibration for a period longer than three minutes in any one hour that is perceptible at the lot line of the premises.

- d. The activity shall create no dust, dirt, odor or obnoxious gasses, heat and unscreened glare that is perceptible at the lot line of the premises.
- e. The activity shall be free from fire hazards and excessive industrial wastes.
- f. Each industrial area shall have its own system of streets so that the traffic generated by any industrial use shall flow directly onto a street within the area zoned for industry, hence to empty on any street bordering such area.

(14) All residential units shall be located on floors levels above the first story unless otherwise approved as part of a development plan by the board of aldermen.

(15) a. Adult entertainment establishments, adult book stores, adult motion picture theaters or adult mini-motion picture theaters may be located in a commercial district (NC or HC) or industrial district (M) but not within 500 feet of any residential district with an R in its designation (R-1, R-2 or R-3).

b. No adult entertainment establishment, adult book store, adult motion picture theater or adult mini-motion picture theater shall be allowed to locate or expand within 1,000 feet of any other similar use.

c. No adult entertainment establishment, adult book store, adult motion picture theater or adult mini-motion picture theater shall be allowed to locate or expand within 500 feet of any school, religious institution or public park within the city.

d. The distance between any two adult entertainment establishments, adult book stores, adult motion picture theaters or adult mini-motion picture theaters shall be measured in a straight line, without regard to intervening structures, from the closest exterior structure wall of each business.

e. The distance between any adult entertainment establishment, adult book store, adult motion picture theater or adult mini-motion picture theater and any religious institution, school, public park or any property zoned for residential use shall be measured in a straight line, without regard to intervening structures, from the closest exterior structural wall of the adult entertainment establishment, adult book store, adult motion picture theater or adult mini-motion picture theater to the closest property line of the religious institution, school, public park or the property zoned for residential use.

f. No adult entertainment establishment, adult book store, adult motion picture theater or adult mini-motion picture theater shall be conducted in any manner that permits the observation of any material depicting, describing or relating to a specified sexual activities or a specified anatomical areas, as defined by these regulations, by display decoration, sign, show window or other opening from any exterior source.

(16) Reserved.

(17) The declaration and all details of covenants, by-laws and administrative provisions pertinent to the maintenance of all buildings, structures, land, and other physical facilities shall be reviewed and approved by the planning commission prior to the issuance of a building permit.

(18) a. Junk yard or salvage yard shall occupy a minimum lot size of ten acres.

b. All such uses shall be located at least 300 feet from a boundary line or 500 feet from a boundary line if the property adjoins land in districts Low Density Residential (R-1), Medium-Density Residential (R-2), High-Density Residential (R-3) and Elderly Housing Residential District (RE).

c. All such uses shall be completely surrounded on all sides by a fence or wall at least eight feet high. The fence or wall shall be of uniform height, uniform texture and color and shall be maintained so as to ensure maximum safety to the public, obscure the junk or salvage from normal view of the public and preserve the general welfare of the neighborhood. The fence or wall shall be installed in such a manner as to retain all scrap, junk or other materials within the yard. No scrap, junk or other salvaged materials may be piled so as to exceed the height of this enclosing fence or wall.

d. No materials shall be loaded, unloaded, or otherwise placed either temporarily or permanently outside the fence or wall.

e. No hazardous or toxic materials shall be stored or handled in a junkyard or salvage yard unless they are located in such uses on a temporary basis not to exceed 90 days until other disposal can be arranged.

(19) a. The kennel shall occupy a minimum lot size of five acres.

b. No kennel building or runs shall be located nearer than 200 feet to any property line.

c. All kennel runs or open areas shall be screened completely from view around such areas or at the property lines to prevent the distraction or excitement of the animals.

d. All kennel runs shall be surrounded by a fence of at least eight feet in height.

e. The kennel shall have adequate measures to prevent odor, dust, noise or drainage from becoming objectionable to uses on other properties. No incineration of animal refuse shall be permitted.

f. All state licensing and operation requirements are met.

(20) Riding stable (private) shall not be located less than 100 feet from the front lot line or less than 30 feet from any side or rear lot line. On such lots, there shall not be kept more than one horse, pony or mule for each 40,000 square feet of lot area, provided however, there is a minimum lot size of two acres, and further provided, however, that when any such stable exists and/or animals as herein provided for are kept, the owner or keeper shall cause the premises to be kept and maintained so as to comply with all state, county and municipal sanitary and health regulations regarding same.

(21) No structure housing horses shall be located nearer than 500 feet to the boundary of any residential district with "R" in its title.

(22) Temporary uses. The following temporary uses of land are permitted in each district unless specifically restricted to particular districts and are subject to the regulations and time limits that follow and to the other applicable regulations of the district in which the use is permitted.

a. *Carnivals and circuses.* Permits for may be approved with conditions by the director of community development and public affairs. Such uses need not comply with the bulk or lot-size requirements, provided that structures or equipment that might block the view of operators of motor vehicles on the public streets shall not be located within 30 feet of the intersection of the curb line of any two streets.

b. *Christmas tree sales.* Allowed in any business or industrial district for a period not to exceed 45 days. Display of Christmas trees need not comply with the yard and setback requirements of these regulations; provided that no trees shall be placed in such a manner as to obstruct the vision of traffic within 30 feet of the intersection of the curb line of any two streets.

c. *Garage sales, yard sales and rummage sales.* Periodic conduct of what is commonly called garage or yard or rummage sales that do not exceed a period of more than five days or on more than four occasions during any calendar year.

(23) The annual production of beer by a craft brewery shall not exceed six million barrels.

(27) Permitted Accessory Uses shall not include Vehicle Sales. Any Vehicle Sales incidental to an existing commercial business of any type located in the Neighborhood Commercial, (NC), Highway Commercial (HC), or Manufacturing, (M), Zones, shall require an application for approval of a Conditional Use Permit. Such incidental vehicle sales, if approved by Conditional Use Permit, shall be approved for a specific limited number of vehicles to display at any one time and shall not be subject to the distance separation or number of businesses restrictions contained in Land Use Conditions Note (28).

(28) The following additional criteria shall apply to all Vehicle Sales, New or Used:

a. Such principal use shall not locate or expand an existing operation within 1,500 feet of any other property on which another principal Vehicle Sales, New or Used, business is located; however, the Planning commission and Board of Aldermen may give special consideration to expansion of an existing operation within 1,500 feet of another property with the same principal use if said expansion will improve the overall character of the neighborhood and not increase the overall number of Vehicle Sales businesses in the City. This shall only occur pursuant to approval of a Conditional Use Permit for the expansion.

b. The separation distance between two such uses shall be measured from the primary entrance of the first Vehicle Sales business, from or to the primary entrance of the second such business .

c. Separation distance provisions shall not apply to any Vehicle Sales, New or Used, business that can demonstrate that they were in operation at the location requested in the business license application prior to the effective date of the ordinance from which this article is derived, and they have operated continuously under the same business name since that time.

d. Notwithstanding any other provision to the contrary, no use permit or business license shall be issued for a Vehicle Sales, New or Used, business where it is determined that the total number of such facilities will exceed a population density factor of one such establishment per 5,000 residents, or fraction thereof, based on the last decennial census.

e. Spaces dedicated on a property for the placement of vehicles for sale shall be properly marked and provide adequate drive aisles to access all such marked spaces. These spaces shall in no way reduce the required number of parking spaces to be provided for customers, employees, or handicapped.

f. Appropriate signage be placed directly on each vehicle that is for sale that can easily be identified as marking such vehicle for that purpose. Such signage shall be placed on or inside the vehicle's windows and shall not consist of balloons, streamers, or other similar devices.

(Ord. No. 5498-14, § 2A—C, 7-15-2014; Ord. No. 5579-17, §§ 1, 2(Exh. A), 9-5-2017; Ord. No. 5575-17, § 1, 5-2-2017)

ZONING DISTRICTS

USES	ZONING DISTRICTS														Conditions		
	Residential Districts					Nonresidential Districts					Overlay Districts						
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP		AE	
Commercial and retail uses that are not permitted by district regulations					C	C	C	C									
Communications towers	C	C	C	C	C	C	C	C									(16)
Condominium dwelling containing more than two household condominium dwellings			C									P	P				(17)
Construction Sales and Service											P						(13)
Convenience Stores						P	P	P	P								(13)
Craft Brewery																	
Cultural Service							P										(13)
Dance halls, discotheques, and night clubs					C	C											
Day care center					P											P	(12)

USES	ZONING DISTRICTS																	Conditions
	Residential Districts					Nonresidential Districts					Overlay Districts							
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP	AE			
Laundry Service							P		P								P	(13)
Manufactured home without a permanent foundation				P					P								P	(13)
Manufacturing and Assembly							P		P								P	(13)
Mobile Homes				P					P								P	
Modular Home	P	P	P	P														
Mortuaries					P	P			P								P	(11)
Motorcycle sales and service						P			P								P	(11)
Multi-household buildings			P						P								P	
Multi-household dwellings (i.e., communes)	C	C	C	C	C	C	C											
Museums	C	C	C		P				P								P	
Nursery or Garden Center						P			P								P	(11)
Offices					P	P			P								P	(11)
Outdoor Gun Clubs						C												
Outdoor Storage Uses						C												
Parking Lot, Commercial							P		P								P	(13)

ZONING DISTRICTS

USES	ZONING DISTRICTS													Conditions (13)							
	Residential Districts						Nonresidential Districts						Overlay Districts								
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD		HP	AE					
Parks and Recreation- Public	P	P	P	P			P	P	P							P					
Penal, reformatory or other correctional uses				C		C															
Pharmacy					P	P			P							P				(11)	
Pitch and putt or miniature golf courses	P	P	P		C	C			P							P					
Pre-schools, nursery schools, children's day care or facilities of five persons but not more than ten persons	C	C	C																		
Printing and Publishing					P	P	P		P							P					(13)
Private swimming pools	P	P	P						P							P					(6)

USES	ZONING DISTRICTS																Conditions
	Residential Districts					Nonresidential Districts					Overlay Districts						
	R-1	R-2	R-3	MH	NC	HC	M	N	TS	FP	HO	P	CD	HP	AE		
Schools, private or parochial and non-profit	C	C	C	C	C	C	C	C									
Service stations					C	C											
Single-household dwellings	P	P	P					P				P					(1)
Studio, Television or Film							P	P				P					(14)
Swimming pools, public or commercial					C												
Tattoo parlors and body-piercing businesses					C												
Temporary Uses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(22)
Transit Facility							P	P				P					(14)
Two-household condominium dwellings		P	P					P				P					(9), (15)
Two-household dwellings		P	P					P				P					(9), (15)
Utility, Minor							P	P				P					(14)

CITY OF RAYTOWN
PLANNING & ZONING COMMISSION
REGULAR MEETING
MINUTES

January 2, 2019
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	Thurman:	Present	Emerson:	Present
Bettis:	Absent	Robinson:	Present	Frazier:	Present
Stock:	Absent	Dwight:	Present		

3. Approval of Minutes: Minutes of November 21, 2019, approved 6-0 as amended to reflect Thurman present upon motion by Emerson and second by Frazier.

4. New Business

A. Case No.: PZ 2020-01: Public Hearing to Consider a Conditional Use Permit Application Filed by David Hull of DMK Distributors to Operate an Office/Warehouse Use at 10012 E. 64th Street

1. Introduction of Application by Chairman.

Chairman Wilson opened the public hearing and introduced the application. All persons providing testimony were sworn in by Jennifer Baird, City Attorney. David Hull was present as the applicant.

2. Explanation of any Ex Parte Communications Regarding the Application.

No commissioners reported any Ex Parte Communications regarding this application.

3. Enter Relevant Exhibits into the Record.

Chairman Wilson entered the staff report into the record as an exhibit.

4. Introduction of Application by Staff

Chris Gilbert, Planning & Zoning Coordinator provided the staff report. Planning Commission discussion on the application with some questions for staff.

5. Presentation of Application by Applicant.

Mr. David Hull addressed the Planning Commission with a description of why he is needing this Conditional Use Permit and how he is utilizing the building.

6. Request for Public Comment by Chairman.

Richard Jones, a neighboring business owner of Henry's Automotive, spoke on behalf of the applicant, stating he was in support of the application.

7. Additional Staff Comments and Recommendation.

Chris Gilbert provided the staff recommendation to approve the application with a number of conditions attached that were entered into the record. The applicant agreed to the conditions.

8. Commission Discussion.

Planning Commission discussion on the application with some questions for staff.

9. Commission Decision to Approve, Conditionally Approve, or Deny Application.

Ms. Emerson moved and Mr. Frazier seconded a motion to recommend approval of the Conditional Use Permit application. Vote passed 6-0.

B. Case No.: PZ 2019-13: City-Initiated Application to Amend Municipal Code Chapter 50, Article VIII, "Sign Regulations".

1. Introduction of Application by Chairman.

Chairman Wilson opened the public hearing and introduced the application. All persons providing testimony were sworn in by Jennifer Baird, City Attorney.

2. Explanation of any Ex Parte Communications Regarding the Application.

No commissioners reported any Ex Parte Communications regarding this application.

3. Enter Relevant Exhibits into the Record.

Chairman Wilson entered the staff report into the record as an exhibit.

4. Staff Presentation of proposed Text Amendments.

Chris Gilbert, Planning & Zoning Coordinator provided the staff report on proposed changes to the City's Sign Code and the staff recommendation. Planning Commission discussion with questions for staff. Jennifer Baird, City Attorney, gave presentation on proposed legal changes to sign code to comply with recent court rulings.

5. Request for Public Comment by Chairman.

No members of the public were present to provide comment.

6. Commission Discussion.

Planning Commission discussion with questions for staff.

7. Commission Decision to Approve, Conditionally Approve, or Deny Application.

Mr. Robinson moved and Ms. Dwight seconded a motion to recommend approval as recommended in the staff report. Motion passed 6-0.

C. Case No.: PZ 2019-14: City-Initiated Application to Amend Municipal Code Chapter 50, Article IV, "Districts and District Map".

1. Introduction of Application by Chairman.

Chairman Wilson opened the public hearing and introduced the application. All persons providing testimony were sworn in by Jennifer Baird, City Attorney.

2. Explanation of any Ex Parte Communications Regarding the Application.

No commissioners reported any Ex Parte Communications regarding this application.

3. Enter Relevant Exhibits into the Record.

Chairman Wilson entered the staff report into the record as an exhibit.

4. Staff Presentation of proposed Text Amendments.

Chris Gilbert, Planning & Zoning Coordinator provided the staff report on proposed amendments to Zoning Ordinance Use Table regarding vehicle and equipment sales and the recommendation. Planning Commission discussion with questions for staff.

5. Request for Public Comment by Chairman.

No members of the public were present to provide comment.

6. Commission Discussion.

Planning Commission discussion with questions for staff.

7. Commission Decision to Approve, Conditionally Approve, or Deny Application.

Mr. Frazier moved and Mr. Robinson seconded to recommend approval as recommended in the staff report. Motion passed 6-0.

D. Case No.: PZ 2019-12: City-Initiated Application to Amend Municipal Code Chapter 4, “Alcoholic Beverages”, Chapter 10, “Business and Business Regulations”, and Chapter 50, Article IV, “Districts and District Map”.

Chris Gilbert, Planning & Zoning Coordinator, asked the Planning Commission to continue this hearing to a Special meeting on January 16, 2020, to provide more time for staff to work through some concerns that came out of the discussion regarding this item at the November 21, 2019, Planning Commission Meeting.

1. Commission Decision to Continue Hearing to January 16, 2020, Special meeting.

Mr. Frazier moved and Ms. Thurman seconded to continue this item to a Special Meeting on January 16, 2020, at 7:00 PM.

5. Other Business- None.

6. Set Future Meeting Date – Special Meeting on January 16, 2020. Next regular meeting on February 6, 2020, with a CUP application for auto sales to be on the agenda.

7. Adjourn at 8:10 PM upon motion by Ms. Emerson and second by Ms. Dwight.

CITY OF RAYTOWN
Request for Board Action

Date: January 7, 2020
To: Mayor and Board of Aldermen
From: Chris Gilbert, Planning & Zoning Coordinator

Bill No.:
Section No.: XIII

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Board of Aldermen approval to amend the Raytown MO Code of Ordinances Chapter 4, "Alcoholic Beverages", Chapter 10, "Business and Business Regulations", and Chapter 50, Article IV, "Districts and District Map".

Recommendation: Staff recommends an announced continuation of the advertised hearings on January 7 and January 21, 2020, to dates certain, February 4 and February 18, 2020.

Analysis: Per State statute, the City must publish notices stating the dates and times public hearings will be held to consider any code amendments by the Planning and Zoning Commission and the Board of Aldermen. The notices published for the Board of Aldermen public hearings to consider the proposed amendments to the above listed municipal code sections stated a public hearing would be held on January 7 and January 21, 2020. At this time, the Planning and Zoning Commission has not completed its deliberation on the proposed changes to make a recommendation for consideration by the Board of Aldermen, therefore, City staff is requesting the hearings be continued to February 4 and February 18, 2020.

In May 2019, the Board of Aldermen approved a moratorium to allow the Planning and Zoning Commission and City staff to draft proposed amendments to the above listed municipal code sections to address package liquor stores, smoke shops, and convenience stores. On November 21, 2019, Planning Commission considered the amendments and identified areas of concerns with the drafted proposed amendments. Redrafting the proposed changes has taken longer than anticipated, thus delaying the proposed timeline for considering approved code changes. The Planning Commission is scheduled to meet in a special meeting on January 16, 2020, to go over the revised proposed amendments and it is anticipated that the amendments will be ready for Board of Aldermen review in February, hence the recommended continuance dates.

The consideration of continuing these public hearings is a separate legislative matter from the extension requested in Bill No.: 6539-20.

Alternatives: Do not continue the public hearing to February 4 and February 18 hearing dates and require new notices to be published for new dates.

Budgetary Impact:

Not Applicable

Additional Reports Attached:

Public Hearing Affidavit

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI
COUNTY OF JACKSON

} S.S.

Before the undersigned Notary Public personally appeared **Lisa Fowler** on behalf of **THE DAILY RECORD, KANSAS CITY** who, being duly sworn, attests that said newspaper is qualified under the provisions of Missouri law governing public notices to publish, and did so publish, the notice annexed hererto, starting with the **December 09, 2019** edition and ending with the **December 09, 2019** edition, for a total of 1 publications:

12/09/2019

Lisa Fowler

Subscribed & sworn before me this 9th day of Dec, 2019
(SEAL)

Notary Public



Notice of Public Hearing

The City of Raytown is in the process of amending Chapter 4, entitled "Alcoholic Beverages", Chapter 10, entitled "Businesses and Business Regulations", and Chapter 50, entitled "Zoning", of the Raytown Municipal Code, to amend zoning and licensing regulations for Liquor Stores, Smoke and Tobacco Establishments, and Convenience Stores, and to add zoning and licensing regulations for businesses involved in the sale of vaping or e-cigarette-related products, to be applicable city-wide.

A public hearing to consider these proposed new regulations will be held by the Raytown Planning & Zoning Commission at 7:00pm on **Thursday, January 2, 2020**. A copy of the agenda and packet including a staff report with the proposed changes will be available for viewing on the City of Raytown's website, www.raytown.mo.us, on Friday, December 27, 2019.

The Raytown Board of Aldermen will also hold public hearings regarding the above-described new regulations, tentatively scheduled for 7:00pm on **Tuesday, January 7, 2020**, and 7:00pm on **Tuesday, January 21, 2020**.

All public hearings will take place in the Council Chambers at Raytown City Hall located at 10000 E. 59th St. Raytown, MO 64133.

The public is invited to attend the public hearing to ask questions and provide comment regarding this application. Additional information regarding this application can be obtained from the Department of Community Development located in Raytown City Hall at 10000 East 59th Street, by telephone at (816) 737-6059 or by e-mail at chriscg@raytown.mo.us.

If you will require any special accommodation (i.e., qualified interpreter, large print, reader, hearing assistance) in order to attend either of these public hearings, please notify the

AFFIDAVIT OF PUBLICATION

Page 2 of 2

Department of Community
Development at Raytown City Hall at
(816) 737-6014 no later than 48 hours
prior to the applicable public hearing
date.
11823874 Jackson Dec. 9, 2019

CITY OF RAYTOWN
Request for Board Action

Date: December 31, 2019
To: Mayor and Board of Aldermen
From: Missy Wilson, Assistant City Administrator

Bill No.: 6539-20
Section No.: XIII

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Passage of an ordinance for a two (2) month extension of the moratorium for the processing of applications for new liquor stores, new smoke shops, new convenience stores, new package liquor licenses or the transfer of package liquor licenses.

Recommendation: Staff recommends approval of ordinance.

Analysis: On May 21, 2019, the Board of Aldermen, adopted Ordinance No. 5602-19, declaring a nine (9) month moratorium on the acceptance, processing and issuance of business license applications, building permits, occupancy permits, package liquor licenses and development approval applications for liquor stores, smoke shops, and convenience stores and similar uses within Neighborhood Commercial zoned districts within the City.

City staff has drafted changes to the City's zoning ordinances and Raytown Municipal Code to further address liquor stores, smoke shops, and convenience stores and have presented those changes to the Planning Commission for comment, review and recommendation. Based on input provided by the Planning Commission, staff has had to research and make additional changes to the zoning ordinance and other City ordinances.

Additional time is needed in order to finalize the changes to the zoning ordinance and the Raytown Municipal Code and bring said changes for public hearings before the Planning Commission and Board of Aldermen for consideration at a special meeting of the Commission on January 16, 2020 and to the Board of Aldermen on February 4, 2020 and February 18, 2020.

The moratorium would not impact the process of renewing business license applications for these types of businesses, filed after the approval date of the ordinance. Staff would also process any renewal applications for package liquor licenses for these types of businesses, if filed after the approval date of the ordinance, but the businesses must maintain a valid Raytown business license and be issued a renewal package liquor license from the State of Missouri.

Should a business with a package liquor license need to change ownership of the business and keep the business in the same location within Neighborhood Commercial Districts, staff would process the new package liquor license.

Alternatives: Allow the moratorium to expire on January 31, 2020.

Budgetary Impact:

Not Applicable

AN ORDINANCE EXTENDING THE MORATORIUM ON THE ACCEPTANCE, PROCESSING AND ISSUANCE OF BUSINESS LICENSE APPLICATIONS, BUILDING PERMITS, OCCUPANCY PERMITS, PACKAGE LIQUOR LICENSES AND DEVELOPMENT APPROVAL APPLICATIONS FOR LIQUOR STORES, SMOKE SHOPS, AND CONVENIENCE STORES AND SIMILAR USES WITHIN NEIGHBORHOOD COMMERCIAL ZONED DISTRICTS WITHIN THE CITY OF RAYTOWN

WHEREAS, pursuant to its power under §89.020, RSMo, the Board wishes to promote the general welfare of its citizens by preserving and improving property values, promoting commerce, as well as maintaining the general character of the community currently existing within the territorial limits of the City; and

WHEREAS, the Board of Aldermen recognized that the City's zoning ordinance and other City ordinances do not grant to the City, to the fullest extent necessary, the authority to regulate smoke shops, liquor stores, convenience stores and similar uses and to make critical and difficult decisions on whether to approve or deny applications for such businesses and also recognized that the staff has not had sufficient time to prepare 1) necessary revisions to the zoning ordinance and 2) an ordinance related to the applicability of licensing provisions to these businesses and, therefore, has instructed staff to revise the zoning ordinance and draft an ordinance related to licensing provisions of these businesses; and

WHEREAS, on May 21, 2019, the Board of Aldermen of the City of Raytown, Missouri ("Board of Aldermen"), adopted Ordinance No. 5602-19, an Ordinance declaring a nine (9) month moratorium on the acceptance, processing and issuance of business license applications, building permits, occupancy permits, package liquor licenses and development approval applications for liquor stores, smoke shops, and convenience stores and similar uses within Neighborhood Commercial zoned districts within the City of Raytown ("City") (the "Moratorium"); and

WHEREAS, staff has drafted changes to the City's zoning ordinances and City Code to further address liquor stores, smoke shops, and convenience stores and have presented those changes to the Planning Commission for comment, review and recommendation; and

WHEREAS, based on input provided by the Planning Commission, staff has had to research and make additional changes to the zoning ordinance and other City ordinances; and

WHEREAS, additional time is needed in order to finalize the changes to the zoning ordinance and City Code and bring said changes for public hearings before the Planning Commission and Board of Aldermen for consideration; and

WHEREAS, the Neighborhood Commercial District is intended for miscellaneous retail, wholesale businesses serving consumers and is a typical transition between residential and more intense commercial areas of the City; and

WHEREAS, the careful and prudent analysis of the City's stated intent and purpose for the Neighborhood Commercial District juxtaposed to the apparently contrary permitted use of liquor stores, smoke shops and convenience stores in Neighborhood Commercial Districts, including but not limited to an analysis of current building composition and stock, the City's possible and desired future development, the City's current zoning regulations, the City's economic development plan and goals, and other pertinent information, especially national, regional, and local economic trends, is required by the Board of Aldermen to reach an informed decision as to the propriety and direction of resolving the apparent conflict between the stated intent of the Neighborhood Commercial District and the aforementioned contrary use, and to successfully craft an appropriate ordinance to the textual conflict that properly promotes the general welfare of the City's citizens if such action is found to be necessarily subsequent to the Board of Aldermen's analysis; and

WHEREAS, the Board of Aldermen, therefore, must prevent the establishment of vested rights or non-conforming businesses that will undermine the effect of pending ordinance amendments before they are adopted, thereby protecting the zoning process and the business licensing regulatory process; and

WHEREAS, the Board of Aldermen, also recognizes that it has an equally important duty to fully consider applications for these type of business whenever such applications are consistent with the proposed amendments to the City's zoning ordinance and the pending ordinance related to licensing provisions of these types of businesses, and that it is necessary that the status quo be preserved in the City for the shortest amount of time that will allow the City to fully consider and adopt an amendment to the zoning ordinance and an ordinance related to licensing provisions of these businesses that most rationally achieves the Board of Aldermen's stated objectives; and

WHEREAS, it is in the best interest of the citizens to protect and promote property and building values within the City through a coordinated and harmoniously consistent zoning code because such values are inherently tied to the collective stability, peace of mind, and future economic opportunities of the citizens, and therefore the general welfare; and

WHEREAS, the City wishes to extend the Moratorium through the end of the day on March 31, 2020 regarding: (1) the acceptance of development approval applications for liquor stores, smoke shops, convenience stores and similar uses located in the Neighborhood Commercial Districts, and (2) the issuance of building permits, occupancy permits, business licenses, and liquor licenses for liquor stores, smoke shops, convenience stores and similar uses located in Neighborhood Commercial Districts within the City in order to give (1) the Planning Commission enough time to make recommendations on the proposed changes to the zoning ordinance and City Code and (2) the Board of Aldermen time to analyze the relevant information and pass any needed legislative mechanism related thereto.

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

SECTION 1. That from and after the passage and approval of this Ordinance (the "Approval Date"), the Moratorium is hereby extended through the end of the day on March 31, 2020, pertaining to any and all land zoned Neighborhood Commercial within the City of Raytown, Missouri, the City, its officers, officials, agents, and assigns, shall:

- A) Not accept any development approval applications for the intended use of a liquor store, smoke shop or convenience store; and
- B) Not accept any applications for or issue any building permits, occupancy permits, business licenses, or package liquor licenses pertaining to new construction of a liquor store, smoke shop or convenience store; and
- C) Not allow new construction of, continued new construction of, or other new development of a liquor store, smoke shop, convenience store or any similar developments for which a required permit for new construction has not been previously granted to begin or to be continued, unless the structure, construction, or other development had been previously approved by the City, and all other applicable approvals required to be received before a permit for a structure, construction, or other development have been granted, unless an application has already been received by the City initiating the formal process of securing the approvals necessary to commence such activity at a specific location.

SECTION 2. That the Board of Aldermen hereby directs that no new business license application, new package liquor license application, new occupancy permit application, building permit, or development approval application for the types of businesses defined in Section 1 of this Ordinance, filed after the Approval Date, shall be processed until the pending amendments to the City's zoning ordinance and ordinances related to licensing provisions for such businesses have been adopted by the Board of Aldermen and are in effect, except for such businesses that obtained a valid business license, occupancy permit, building permit, or development approval prior to the Approval Date, provided that, in no event shall this direction extend beyond March 31, 2020, unless the Board of Aldermen extends the date by majority vote at a duly noticed meeting.

SECTION 3. That the Board of Aldermen hereby directs that no new package liquor license application or transfer of package liquor license location application for the types of businesses defined in Section 1 of this ordinance, filed after the Approval Date, shall be processed until the pending amendments to the City's zoning ordinance and an ordinance related to licensing provisions for such businesses have been adopted by the Board of Aldermen and are in effect, except for such businesses that obtained a valid business license, liquor license, occupancy permit, building permit, or development approval prior to the Approval Date, provided that, in no event shall this direction extend beyond March 31, 2020, unless the Board of Aldermen extends the date by majority vote at a duly noticed meeting.

SECTION 4. That the Board of Aldermen hereby directs that the renewal of a business license application and package liquor license application for the types of businesses defined in Section 1 of this ordinance, filed after the Approval Date, shall be processed during the pending amendments to the City's zoning ordinance and an ordinance related to licensing provisions for such businesses that have been adopted by the Board of Aldermen.

SECTION 5. That the Board of Aldermen hereby directs that renewal of package liquor license applications for the types of businesses defined in Section 1 of this ordinance that shall also maintain a valid Raytown business license and are issued a renewal package liquor license from the State of Missouri during the pending amendment, filed after the Approval Date, shall be processed during the pending amendment to the City's zoning ordinance and an ordinance related to licensing provisions for such businesses that have been adopted by the Board of Aldermen.

SECTION 6. That the Board of Aldermen hereby directs any new package liquor license applications filed due to change of ownership for an existing business staying at the same business location within Neighborhood Commercial for the types of businesses defined in Section 1 of this Ordinance, filed after the Approval Date, shall be processed during the pending amendments to the City's zoning ordinance and an ordinance related to licensing provisions for such businesses that have been adopted by the Board of Aldermen.

SECTION 7. It shall be unlawful for anyone to begin new construction or continue new construction pertaining to the types of businesses defined in Section 1 of this ordinance during the pending amendment to the City's zoning ordinance and an ordinance related to the licensing provisions for such businesses that have been adopted by the Board of Aldermen.

SECTION 8. Any person who fails to comply with the provisions of this Ordinance, and who has been adjudged in violation of this ordinance by a court of competent jurisdiction shall be fined not less than two hundred dollars (\$200). Each day such person is found to have been in violation of this ordinance shall be deemed a separate offense. Nothing in this Section shall be deemed to prohibit the City from seeking any or all alternative relief provided in law or equity, including specifically the City's ability to seek an injunction to preclude a violation hereof.

SECTION 9. That, if, upon submission of an application and rejection of that application, an applicant believes that the City's determination not to accept or to process a business license application, building permit, liquor license application, or development approval application for such business is unreasonable, the applicant may file a written appeal of the determination with the City Clerk within five (5) days of the determination. If an appeal is timely and properly filed, the City Clerk shall schedule a hearing before the Board of Aldermen at its next regularly scheduled meeting at which the applicant shall bear the burden of establishing by clear and convincing evidence that the acceptance or processing of the subject application will not undermine the spirit and intent of the pending ordinances. If the Board of Aldermen determines that such action will not undermine the spirit and intent, it shall direct that the application be accepted for processing and/or processed as the case may be.

SECTION 10. That upon the filing of an appeal, the City shall establish guidelines for the Board of Aldermen to utilize in determining whether the application, with respect to which an appeal has properly been filed, if approved, will undermine the spirit and intent of the pending ordinances.

SECTION 11. 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 12. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

SECTION 13. That this Ordinance is not intended as, and should not be interpreted as, an amendment to the City's zoning ordinance, but is merely direction to staff with respect to the acceptance of and processing of business license applications, building permits, liquor license applications, and development applications for such businesses in the City.

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, 2020.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

**CITY OF RAYTOWN
Request for Board Action**

Date: January 2, 2020
To: Mayor and Board of Aldermen
From: Jose Leon, Director of Public Works

Ordinance No.: 6540-20
Section No.: V-A

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: Board of Aldermen approval of the MoDOT program grant agreement for the TEAP25 Project along Blue Ridge Blvd. north & south of 59th Street, as well as along 59th Street east & west of Blue Ridge Blvd.

Recommendation: Staff recommends approval as submitted.

Analysis: Before the Public Works department can proceed with this Project design, an Ordinance must be executed by the City of Raytown to agree to enter into this grant agreement with MoDOT.

Alternatives: Do not approve the project and return grant funds.

Budgetary Impact:

Not Applicable

Additional Reports Attached: MoDOT cover letter and the MoDOT Grant Program Agreement.

AN ORDINANCE AUTHORIZING AND APPROVING A TRAFFIC ENGINEERING ASSISTANCE PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

WHEREAS, the City of Raytown desires to enter into an Traffic Engineering Assistant Program (TEAP) Agreement with the Missouri Highways and Transportation Commission (Commission) for traffic engineering assistance; and

WHEREAS, the TEAP agreement will be used for projects along Blue Ridge Blvd. north & south of 59th Street, as well as along 59th Street east & west of Blue Ridge Blvd and in order for the improvement to begin it is necessary to enter into an agreement with the Commission as set forth in Exhibit "A" attached hereto.

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

SECTION 1 – APPROVAL OF AGREEMENT. That the Missouri Highways and Transportation Commission Traffic Engineering Assistance Program Agreement for projects along Blue Ridge Blvd. north & south of 59th Street, as well as along 59th Street east & west of Blue Ridge Blvd, by and between the Missouri Highways and Transportation Commission and the City of Raytown, Missouri, in substantially the same form as attached hereto in Exhibit "A", is hereby authorized and approved.

SECTION 2 – EXECUTION OF AGREEMENT. That the City Administrator is hereby authorized to execute the Agreement and all documents necessary to the Agreement, and the City Clerk is authorized to attest to the same.

SECTION 3 – REPEAL OF ORDINANCE IN CONFLICT. That 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, 2020.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

CCO Form: FS26
Approved: 01/15 (MWH)
Revised: 03/17 (MWH)
Modified: 11/19 (MWH)

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: TEAP025
Award Year: 2020
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRAFFIC ENGINEERING ASSISTANCE PROGRAM AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Raytown (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. 402, Planning and Research funds to be used for Traffic Engineering Assistance Program (TEAP) activities. The purpose of this Agreement is to grant the use of such Traffic Engineering Assistance Program funds to the City.

(2) LOCATION: The TEAP funds which are the subject of this Agreement are for the project at the following location:

Active transportation assessment for school transportation services at various locations within the City.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments

to the City. The City may not be eligible for future TEAP Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's State Design Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the (City/County/Grantee) agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may

determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA)

1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(14) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government, the Commission and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by the City. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed \$7,875.20. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(15) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(16) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(17) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(18) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the TEAP Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(19) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(20) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(21) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(22) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(23) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as

determined by the final audit.

(24) AUDIT REQUIREMENT: If the City expends seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(25) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF RAYTOWN

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

Exhibit A

Right:
City of Raytown

Below:
Project Limits



Exhibit B – Project Schedule

Task	Date*
Execution of Program Agreement	January 10, 2020
Approval of Engineering Services Contract	January 17, 2020
Notice to Proceed	January 24, 2020
Final Report Submittal	April 24, 2020
Final Invoice Submittal	May 15, 2020

*Schedule Dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Final Traffic Report and Final Invoice dates are not approximate and any delays will require a Supplemental Program Agreement.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

From: Andrew Seiler <Andrew.Seiler@modot.mo.gov>
Sent: Wednesday, November 13, 2019 12:43 PM
To: Damon Hodges <damonh@raytown.mo.us>
Cc: Michael Landvik <Michael.Landvik@modot.mo.gov>
Subject: City of Raytown FY 2020 TEAP Award - TEAP025

Good afternoon Mr. Hodges,

I would like congratulate the City of Raytown on being selected for FY 2020 TEAP funding for the 2020 Active Transportation Assessment for School Transportation Services. The project number is **TEAP025** and should be included on all correspondence associated with this project. Below is information on how to initiate the project process and additional resource information.

This project will be administered per federal guidelines and policies set forth in the Local Public Agency (LPA) Manual, which can be found online at the following website: [MoDOT LPA Manual](#).

Please proceed with the following:

1) Select a consultant for your project. This process is detailed in [Section 136.4 of the LPA Manual](#). LPA's **must** select a pre-approved Traffic Engineering/TEAP consultant from the [LPA On-Call Consultant List](#). Information on the use of the LPA On-Call Consultant List can be found in [Section 136.4.2.4.3 of the LPA Manual](#). The Engineering Services Contract (ESC) to be used for this program can be accessed in [EPG Fig 13.4.1](#). Per *Exhibit B – Project Schedule* of the Program Agreement, the target date for approval of the ESC is January 17, 2020.

2) Attached is the Program Agreement between the City and the Missouri Highways and Transportation Commission (MHTC). Please print two (2) copies of this agreement in its entirety for execution by the City and return both partially executed copies to me, along with the enabling ordinance. We'll provide your office with a fully executed copy of the agreement following execution by the MHTC. This Program Agreement must be executed prior to the obligation of funds. Per *Exhibit B – Project Schedule* of the Program Agreement, the target date for execution of the agreement is January 10, 2020. **Please be aware that no work may be performed on this project until authorization is granted from this office.**

3) An Ordinance is required and shall be included with the Program Agreement. A sample Ordinance can be found in [EPG Fig. 136.4.16](#)

4) This project must be identified in the Mid-America Regional Council's Unified Planning Work Program (UPWP). Please coordinate with MARC to amend this project into their UPWP as soon as possible. Documentation of inclusion in the UPWP will be required prior to issuance of notice to proceed.

5) A requirement in the federal program is that each local agency identifies a person in responsible charge who is a full time employee and has successfully completed the required LPA Certification Training class. Based on the latest [LPA Basic Training Roster](#), Tony Mesa is currently certified through May 2020. If you would like to assign additional staff as a person in responsible charge of this project, please have them visit MoDOT's website and follow the instructions to register and complete the online [LPA Basic Training](#) to become certified.

I look forward to working with you and the City of Raytown to ensure the successful completion of this project. If you have any questions, or would like additional information, please do not hesitate to call or e-mail.

Thanks,

Andrew Seiler

Transportation Planning Specialist

Missouri Department of Transportation

Central Office – Design Division

3025 E Kearney St., Springfield, MO 65803

o: (417) 895-7696

e: andrew.seiler@modot.mo.gov

w: www.modot.org

CITY OF RAYTOWN
Request for Board Action

Date: December 31, 2019
To: Mayor and Board of Aldermen
From: Teresa Henry, City Clerk

Bill No.: 6541-20
Section No.: V-A

Department Head Approval: _____

City Administrator Approval: _____



Action Requested: Approve a Poll Contract with the Jackson County Board of Election Commissioners.

Recommendation: Recommended for approval.

Analysis: This is a request for a cooperative agreement with Jackson County to provide a polling location for two precincts that serve the City. Under state law, public entities are required to provide polling locations to election authorities free of charge and City Hall has been used as a polling location for many years. The attached contract specifies the rights and responsibilities of the parties with respect to such use.

To continue the service, the City needs to approve a new contract with Jackson County.

Alternatives: Deny the request.

Fiscal Impact: None

Budgetary Impact

Not Applicable

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 2020 CALENDAR YEAR

WHEREAS, the Jackson County Election Board has requested to use the Raytown City Hall at 10000 East 59th Street as a polling place for the calendar year 2020; and

WHEREAS, pursuant to state statute, public facilities are required to be provided as polling places, free of charge.

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

SECTION 1 – APPROVAL OF CONTRACT. That the poll contract(s) submitted by the Jackson County Board of Election Commissioners in connection with conducting elections in Jackson County and the use of the Raytown City Hall as a polling place for the calendar year 2020, the same being attached hereto and by this reference made a part hereof, is (are) hereby accepted and approved.

SECTION 2 – AUTHORITY TO EXECUTE DOCUMENTS. That the City Administrator is hereby authorized to execute said contractual agreement(s) on behalf of the City and the City Clerk is hereby authorized to attest the same.

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, 2020.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

POLL CONTRACT

Between the Jackson County Board of Election Commissioners and:

RAYTOWN CITY HALL
CITY OF RAYTOWN
10000 E 59TH ST
RAYTOWN, MO 64133

2020 Elections; February 4, March 10, April 7, August 4, November 3 and 2021: February 2

The rental fee is: \$150 **per election**

SECTION 1 - The Jackson County Board of Election Commissioners requires a clean area with adequate heat and/or cooling, electrical outlets, lighting and restroom facilities.

SECTION 2 - The use of a poll location telephone is required under this contract.

SECTION 3 -Must provide adequate tables and chairs, to be determined each election by notice from this office.

SECTION 3A - **PLEASE HAVE TABLES SET UP**

SECTION 4 - It is necessary that someone be present on a predesignated day preceding the election so that voting equipment and supplies can be delivered and someone must be present on a predesignated day following the election so that voting equipment and supplies can be picked up unless other arrangements are noted in Section 4A.

SECTION 4A - _____

SECTION 5 - Election judges must be able to gain entry to the poll at 5:00 a.m. on election day and will remain there until all closing procedures are completed after 7:00 p.m. There shall be no exceptions on Section 5.

SECTION 6 - Other conditions may be required at times due to changes in state statutes or Election Commission rules. These changes will be noted in Section 6A.

SECTION 6A - _____

SECTION 7 - The Jackson County Board of Election Commissioners agrees that it will provide no obstructions to the conduct of normal and necessary business in this poll location and will make no obstructions to any common use areas, such as lobbies, halls, stairways and parking lots, other than those restrictions which are necessary to guarantee the conduct of the election under and as provided by the statutes and the laws of the State of Missouri, and any changes in this paragraph will be noted in Section 7A.

SECTION 7A - _____

SECTION 8 - The Facility (poll location) shall not schedule or conduct any Fire/ Hazard/ Disaster/ or Active Shooter drills at any time on Election Day.

SECTION 9 - The Jackson County Board of Election Commissioners will provide liability coverage for the premises to be occupied by them for use as a poll. This coverage is limited to operations performed by, or on behalf of, the Election Board. Coverage is provided only for the facilities owned or used by the Election Board in the conduct of the election.

As authorized agent for the above listed poll location, I hereby agree to all applicable terms above.

Authorized Signature - Poll Location

Date

Telephone

Acceptance by the Jackson County Board of Election Commissioners, I hereby agree to all applicable terms above.



12/17/2019

Authorized Signature - Jackson Co. Board of Election Commissioners

Date

This contract is to be signed and returned to the Election Commission by email or regular mail.

If this poll is not available for the named election(s), please notify the Election Board office as quickly as possible at (816) 325-4600.

**CITY OF RAYTOWN
Request for Board Action**

Date: December 30, 2019
To: Mayor and Board of Aldermen
From: David Turner, Parks & Recreation Director

Resolution No.: R-3266-20

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: Board of Aldermen approval of Infinity Building Services L.L.C. contract renewal for year 3 of 3, for the FY 19-20 budget year for the Parks and Recreation Department, in excess of \$15,000.00, but within budgeted amounts.

Recommendation: The Raytown Park Board voted to continue the mowing contract with Infinity for the 2019-2020 fiscal year on November 18, 2019. Parks Department staff also recommends continuing the contract with this vendor.

Analysis: This 2018 mowing contract for Raytown Parks was awarded to Infinity Building Services L.L.C. mid-year due to the poor performance of the previous vendor. The Infinity contract was \$25,000.00 per year for up to three years, with no increase in year 2 or year 3 of the bid. This contract is the cheaper bid from this date going forward, as compared to previous bidders, whose bid increased on each additional year of the contract.

The vendor Infinity Builder Inc., is currently the contractor for Public Works, and has been awarded the Raytown Parks Department's mowing contract over the previous budget years 2012-2017. Staff recommends continuing the contract into the 2019-2020 budget year, as it is the lowest bid going forward, and they are a known vendor with appropriate equipment for mowing the Park grounds.

Raytown Parks has budgeted \$29,000.00 for mowing, and is requesting approval to spend up to that amount, which has been approved in the City of Raytown 2019-2020 fiscal year budget.

Alternatives: Do not approve resolution and rebid the Raytown Parks mowing contract, with no guarantee that the City of Raytown will receive a lower price than the current contract.

Budgetary Impact:

- Non-Budgeted item-funds are available in Park General Unassigned Fund Balance
- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Additional Reports Attached: November 19, 2019 Park Board meeting minutes, 3-year bid tabulation, 2018 agreement

A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT WITH INFINITY BUILDING SERVICE, LLC FOR PARKS AND RECREATION MOWING IN AN AMOUNT NOT TO EXCEED \$29,000.00 FOR FISCAL YEAR 2019-2020

WHEREAS, the City of Raytown Parks and Recreation Department issued an invitation to bid on its Parks and Recreation Mowing Contract to maintain areas within the City; and

WHEREAS, the Parks and Recreation Department received four (4) bids in response to the invitation and pursuant to Resolution R-3075-18, adopted on March 20, 2018, the bid submitted by Brad Taylor, Inc. in an amount not to exceed \$25,000.00 was the most advantageous bid received; and

WHEREAS, Brad Taylor, Inc. was not able to complete mowing as required by the agreement and the agreement was terminated pursuant to Resolution R-3124-18, and the City entered into an agreement with Infinity Building Service, LLC who was determined to be the next most advantageous bid; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve the continuation of an agreement with Infinity Building Service, LLC in an amount not to exceed \$29,000.00 for fiscal year 2019-2020;

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

THAT, continuation of an agreement for mowing services with Infinity Building Service, LLC as set forth in "Exhibit "A" for such purpose in an amount not to exceed \$29,000.00 for fiscal year 2019-2020 is hereby authorized and approved; and

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 7th day of January 2020.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

**Raytown Parks Recreation
2018 Raytown Mowing Project
Bid Results
March 1, 2018 10:00 am**

Contractor	Parks Base Bid	Quick Pay Discount	% Increase 2019/2020
Brad Taylor, Inc.	\$ 23,936.00	0	4% - 4%
Infinity Building	\$ 25,000.00	0	0% - 0%
Xcapes, LLC	\$ 31,440.00	0	2% - 3%
Dew Farms	\$ 43,520.00	2% net 10	4% - 4%

Brad Taylor, Inc.

2018 Prices	\$ 23,936.00
2019, 4% Increase	\$ 24,893.44
2020, 4% Increase	\$ 25,889.18
Total 3 years	\$ 74,718.62

Infinity Building Services, LLC

2018 Prices	\$ 25,000.00
2019, 0% Increase	\$ 25,000.00
2020, 0% Increase	\$ 25,000.00
Total 3 years	\$ 75,000.00

Xcapes, LLC

2018 Prices	\$ 31,440
2019, 2% Increase	\$ 32,068.80
2020, 3% Increase	\$ 33,030.86
Total 3 years	\$ 96,539.66

Dew Farms

2018 Prices	\$ 43,520.00
2019, 4% Increase	\$ 45,260.80
2020, 4% Increase	\$ 47,071.23
Total 3 years	\$ 135,852.03



Parks & Recreation Department

2018 Raytown Mowing Project

**(Mid-Year
Replacement)**

August 2018

ADENDUM # 1

On August 15, 2018 the City of Raytown, Missouri terminated the 2018 Raytown Mowing Project with Brad Taylor Inc.

The City intends to contract with the second lowest bidder, Infinity Building Services, LLC to complete the remainder of the original term of the 2018 Raytown Mowing Project contract.

All terms, conditions and specifications presented in the original bid will be agreed to by both parties and legally binding.

Compensation for all work will be at the levels based on pages B-1 and B-2 of the original bid form submitted by Infinity Building Services, LLC and shall not exceed \$10,000.00 for the remainder of the 2018 mowing season.

In addition, and if approved by the City of Raytown, Infinity Building Services, LLC agrees to the Contract Renewal percentages and terms submitted on their original bid on 3/1/2018 which allows for contract renewal for 2019 and 2020.

**CITY OF RAYTOWN,
NOTICE TO BIDDERS**

Sealed bids for 2018 Raytown Mowing Project will be accepted by the City of Raytown, Missouri, at the Parks and Recreation Department, 5912 Lane, Raytown, Missouri, 64133, until 10:00 A.M. (local time) on Thursday, March 1, 2018 at which time bids will be publicly opened and read aloud at the Parks Office. Any bid received after the designated closing time will not be considered and will be returned unopened.

All bids shall be submitted to the Parks & Recreation Department in sealed envelopes addressed to the CITY OF RAYTOWN, MISSOURI, ATTENTION: PARKS AND RECREATION DIRECTOR, and marked "**Bid for: 2018 RAYTOWN PARKS MOWING PROJECT.**" Copies of plans, specifications, bidding documents and other Contract Documents are on file at: The Raytown Park & Recreation Office – 5912 Lane Ave, Raytown, MO 64133.

CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL CONTRACT DOCUMENTS INCLUDING ADDENDA BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT IT HAS READ THE CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH AND THAT IT HAS VISITED THE SITE OF THE WORK TO FULLY INFORM ITSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS AND SHALL INCLUDE IN ITS BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK AS SPECIFIED IN THE CONTRACT DOCUMENTS.

No oral, telegraphic, telephonic proposals or alterations will be considered. Facsimile transmissions will not be accepted.

In the event the low bidder is unable to execute the Contract, for whatever reason, within the time provided in the Notice of Award, City may annul the Notice of Award and City shall exercise its legal prerogatives, including, but not limited to, enforcement of its rights as to specific performance.

City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Bids may be modified or withdrawn by written request of the bidder received in the office of Parks & Recreation Director, prior to the time & date for bid opening.

ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF CITY BECAUSE OF SUCH REJECTION, AND THE FILING OF ANY BID IN RESPONSE TO THIS NOTICE SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

CITY OF RAYTOWN, MISSOURI

AGREEMENT BETWEEN CITY
AND CONTRACTOR

THIS AGREEMENT is made in Jackson County, Missouri, by and between the City of Raytown, Missouri, [hereinafter "City"], and Infinity Building Services, LLC, [hereinafter "Contractor"]. City intends to contract with Contractor for following described services [hereinafter "Project"] in Raytown, Missouri:

**2018 Raytown Parks Mowing Project
(Locations noted in Bid Form)**

In consideration of the compensation to be paid to Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, City for itself and its successors, and Contractor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. By executing this Agreement, Contractor represents to City that Contractor is professionally qualified to do this Project and if required, is licensed to practice the services being offered by all public entities having jurisdiction over Contractor and the Project. Contractor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the Project as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement; all Work to be done in a good, substantial and workmanlike manner and to the satisfaction of City, and in accordance with the laws of the City of Raytown, the State of Missouri and the United States of America.

Contractor shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of the Agreement, the parties anticipate that the following individual will perform as the Contractor's Principal on the Project: Bobby McKenzie. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Contractor. So long as the individual named above remains actively employed or retained by Contractor, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties.

City shall designate Ron Fowler, 816-358-4100 as the Project Representative to represent City in coordinating this project with Contractor, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Head, and if applicable, City Administrator and/or Governing Body/Change Order Committee, shall be required to approve any increase in Project cost.

ARTICLE II. City agrees to pay Contractor for the actual work performed on the Project at the rates set forth in the Bid Form, which is attached hereto and incorporated by reference into this Agreement, the total of which shall not exceed a maximum total fee of \$10,000.00.

ARTICLE III. Contractor shall bill City monthly for all work performed. The bill submitted by Contractor shall itemize the work for which payment is requested, **with an invoice for the Parks and Recreation Department**. City agrees to pay Contractor within thirty (30) days of approval unless a "Quick Pay" discount option is made available to us. Payment by the City will be made by check. All checks will be mailed to Contractor's place of business, without exception and may not be picked up in person by Contractor. All moneys not paid when due as provided above shall bear interest at the rate specified by Missouri State Statute, RSMo 34-057.

Contractor agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by federal law.

ARTICLE IV. Unless otherwise provided in this Agreement, execution of this agreement will begin on April 1, 2018. All work at each site will be initiated within 3 business days of notification by the Parks & Recreation Department by work order. Time is of the essence. All work under this contract shall be completed prior to October 31, 2018.

ARTICLE V. Contractor is an independent contractor and as such is not an agent or employee of City. Additionally, Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of this Agreement or any portion hereof, without previous written consent of City. No subcontracts or other transfer of this Agreement shall release Contractor of its liability under this Agreement.

ARTICLE VI. Contractor agrees to secure and maintain throughout the duration of this Agreement (on an occurrence basis unless otherwise agreed to), insurance of such types and in at least such amounts as required herein from an insurance company licensed to do business in the State of Missouri and from a company which carries a Best's Policyholder rating of "A" or better and carries at least a Class "X" financial rating, unless otherwise agreed to by the City. Contractor shall provide certificate(s) of insurance confirming the required protection on standard Acord forms. The certificate(s) are to be filed with City prior to commencement of any work. City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s).

Excess/Umbrella Liability

Each Occurrence.....	\$5,000,000
Aggregate.....	\$5,000,000

General Liability

Limits

Each Occurrence.....	\$ 1,000,000
Damage to Rented Premises.....	\$100,000
Medical Expense Limit.....	\$5,000
Personal & Advertising Injury.....	\$ 1,000,000
General Aggregate Limit.....	\$ 2,000,000
Products/Completed Operations	
.....	\$1,000,000
General Aggregate	\$1,000,000
Fire Damage Limit	\$50,000

Policy **MUST** include the following conditions:

- (a) Contractual Liability and Independent Contractors; and
- (b) Explosion, Collapse & Underground, if applicable.

Automobile Liability

Policy shall protect the contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

- A) Any Auto
- OR**
- B) All Owned Autos;
Hired Autos; and
Non-Owned Autos

Minimum Limits

Automobile Liability

Combined Single Limit.....	\$ 1,000,000
Each Occurrence Limit.....	\$ 1,000,000
Medical Expense Limit.....	\$ 5,000

Notwithstanding the foregoing, should Contractor not own any automobiles, the automobile liability requirements shall be amended to allow Contractor to maintain only Hired and Non-Owned Auto protection.

Workers' Compensation

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

Employers' Liability

Bodily Injury by Accident:	\$1,000,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$500,000 Each Employee

ARTICLE VII. For purposes of this Agreement, Contractor hereby agrees to indemnify and hold harmless City, its employees and agents from any and all loss where loss is caused or incurred in whole or in part as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents and subcontractors /assignees and their respective servants, agents and employees.

It is agreed as a specific element of consideration of this contract that this indemnity shall apply notwithstanding the joint, concurrent or contributory or comparative fault or negligence of City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any third party's joint, concurrent or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Contractor's obligation hereunder shall not include amounts attributable to the fault or negligence of City or any third party for whom Contractor is not responsible.

In the case of any claims against City, its employees or agents indemnified under this contract, by an employee of Contractor, its affiliates, subsidiaries, or subcontractor/assignees, the indemnification obligation contained in this contract shall be limited to those losses caused by the negligence of Contractor but, shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Contractor, its affiliates, subsidiaries, or subcontractor/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts. Contractor's obligation hereunder shall not include amounts attributable to the fault or negligence of City or any third party for whom Contractor is not responsible.

ARTICLE VIII. City reserves the right to terminate this Agreement for cause or for convenience and without cause or default by providing ten (10) days written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall, at City's option as contained in the notice: (1) immediately cease all work; or (2) meet with the City's Project Representative and, subject to City's approval, determine what work shall be required of Contractor in order to bring the project to a reasonable termination in accordance with the request of the City. If the City terminates this Agreement for convenience and without cause, the City shall compensate Contractor for all work completed to date of its receipt of the termination notice and for any additional work the parties might agree is reasonably necessary to bring the project to a reasonable termination point. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. If the City shall terminate for cause or default on the part of Contractor, City shall compensate Contractor for the reasonable cost of its work completed to date of receipt of its termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. The City also retains its rights and remedies against Contractor including but not limited to its rights to sue for damages, interest and attorney fees.

ARTICLE IX. Contractor specifically acknowledges and confirms that: 1.) Contractor has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and knowingly accepts same; 2.) Contractor has furnished copies of this Agreement to Contractor's insurance carrier(s); and 3.) Contractor's insurance carrier(s) agree to be bound as specified in this Agreement, as set forth in the insurance policy(ies) pertaining to liability coverage. 4.) Contractor has given Park and Recreation Director written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Park and Recreation Director is acceptable to Contractor.

ARTICLE X. City and Contractor specifically agree that this Agreement is not intended to create any third-party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE XI. City and Contractor agree to the following additional condition(s):

1. The number of mowings is estimated, and is not guaranteed. In some years there will be fewer mowings due to dry weather, and in other years there will be more mowings due to wet weather.
2. All mowing will be by Work Order only, which will control the frequency and start date of each mow.
3. All billing, scheduling, and inspecting will be initiated by the Parks Department.
4. The City will award the contract according to the most advantageous (to the City).
5. The contract(s), once awarded, may be renewed twice for an additional one-year period.

ARTICLE XII. If the contractor and owner agree, this contract may be renewed for a period of not more than two (2) additional contract periods, within 90 days of the conclusion of the current contract period.

If the renewal option(s) is exercised, the Contractor shall charge the **Parks Department** the same prices as quoted originally, except with the provision that the Contractor may increase their charge by an amount not-to-exceed the percentage quoted with this original bid. However, the **Parks Department** is under no obligation to pay the maximum increased price and may negotiate for the most advantageous price.

Renewal options will be considered in the evaluation of this bid. Bids will be evaluated on first year pricing as well as renewals.

ARTICLE XIII. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except by written agreement signed by both parties.

ARTICLE XIV. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Missouri.

ARTICLE XV. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City may terminate this Agreement without liability or may, in its discretion, deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE XVI. Contractor shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the work. Contractor shall secure all occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

ARTICLE XVII. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as a stringent as an approved OSHA program as required by Section 292.675, RSMo.

All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project.

Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

ARTICLE XVIII. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Article XVI above.

The penalty described in the first paragraph of this Article shall not begin to accrue until the time periods described in Article XVII above have lapsed.

Violations of Article XVII above and imposition of the penalty described in this Article shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIX. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

ARTICLE XX. Start and end times for mowing shall be as stated in the Technical Specifications section of the "City of Raytown Permitting, Development, Design Criteria, & Technical Specifications Manual".

ARTICLE XXI. A "PDF" copy of this bid can be obtained at www.raytownparks.com , located near the bottom of the home page – "Bids in Progress".

ARTICLE XIX. During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

ARTICLE XX. City and Contractor agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

ARTICLE XXI. City and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

ARTICLE XXII. Pursuant to 2825.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

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

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

ARTICLE XIII. Should any provision of this Agreement or the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s)

shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the City of Raytown, Missouri has caused this Agreement to be executed on its behalf and Contractor through Contractor's duly authorized officer or representative has executed two (2) counterparts of this Agreement in the prescribed form and manner, the day and year first above written.

This Agreement will be effective on August 22, 2018 (which is the Effective Date of the Agreement)

OWNER:

CONTRACTOR:

CITY OF RAYTOWN, MO

Infinity Building Services, LLC

By: print Damon Hodges

By: print Bobby McKenzie

sign Damon Hodges

sign [Signature]

title Assistant City Administrator

title Owner

(if Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: print Teresa Henry

Attest: print _____

sign [Signature]

sign _____

title City Clerk

title _____

Address for giving notices:

Address for giving notices:

Raytown City Hall

PO Box 2488

10000 E. 59th Street

Lee Summit mo 64063

Raytown, MO 64133

License No.: _____
(where applicable)

(Owner is a public body, attach evidence of authority to sign & resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,
(a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

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

Name/Contractor: Infinity Building Services

Company: _____

Address: PO Box 2488 Lees Summit MO

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raytown: Project: _____

Date Recd: 3-1-18

Time Recd: 9:40

Initials: man

**CITY OF RAYTOWN, MISSOURI
AGREEMENT FOR PUBLIC IMPROVEMENTS**

BID FORM

PROJECT: **2018 RAYTOWN PARKS MOWING CONTRACT**

TO: CITY OF RAYTOWN
JACKSON COUNTY, MISSOURI

NOTE: PLEASE DO NOT RETURN THESE DOCUMENTS IF YOU ARE NOT SUBMITTING A BID. YOUR NAME WILL REMAIN ON OUR BIDDERS' LIST UNTIL WE ARE NOTIFIED TO REMOVE IT.

The undersigned Bidder hereby proposes to furnish all material, supplies, transportation, tools, equipment and necessary labor to construct, install, plant and complete all Work stipulated in, required by, and in conformity with the proposed Contract Documents, incorporated herein (including all documents referred to therein) and any and all written addenda thereto, for and in consideration of the unit prices as follows:

BIDDING COMPANY: Infinity Building Service, LLC

		A		B	= A x B
	Parks Grounds Maintenance BASE BID	Est. # of times	Approx. Frequency (Size Estimated)	Cost Per Mowing	Approx. Season Cost
P-K1	Kenagy Park, 79th Street & Raytown Road, All areas except ball field	16	1 to 2 weeks 13 acres	\$375.00	\$6,000.00
P-K2	Kenagy Park, 79th Street & Raytown Road, Ball field only	16	1 to 2 weeks 2 acres	\$50.00	\$800.00
P-MS	Minor Smith Park, 81st Street & Ash	16	1 to 2 weeks 8.5 acres	\$300.00	\$4,800.00
P-SW	Southwood Park, 81st Terrace & Arlington	16	1 to 2 weeks 6 acres	\$200.00	\$3,200.00
P-KP1	Kritser Park, 75 St. & Westridge & Woodson all of Park	16	1 to 2 weeks 12 acres	\$337.50	\$5,400.00
P-LBT1	Little Blue Trace Park, 87th Street & 350 Hwy, All areas except athletic fields	16	1 to 2 weeks 22 acres	\$200.00	\$3,200.00
P-LBT2	Little Blue Trace Park, 87th Street & 350 Hwy Cost to Mow Ball Fields 1, 2, 3 and 4	16	1 to 2 weeks 4.5+/- acres	\$100.00	\$1,600.00

TOTAL BASE BID = (P-K1) + (P-K2) + (P-MS) + (P-SW) + (P-KP1) + (P-LBT1) + (P-LBT2)	25,000.00
--	-----------

Parks & Recreation Dept.
Total BASE BID in Words: twenty five thousand dollars

	Parks Grounds Maintenance BID ALTERNATES *	Est. # of times	Approx. Frequency (Size Estimated)	Cost Per Mowing	Approx. Season Cost
P-C1	Colman Park, 5912 Lane, All areas except office area and ball field	(To be Determined)	11 acres	\$300.00	N/A
P-C2	Colman Park, 5912 Lane, Ball field only	(To be Determined)	1.66 acres	\$50.00	N/A
P-LBT3	Little Blue Trace Park, 87 th Street & 350 Hwy Cost to mow each Soccer field area (2 at this location), Cost to Mow any <u>one</u> of the 2 soccer fields – one time.	(To be Determined)	1 to 2 weeks 3.4 acres ea.	\$80.00	N/A
P-LBT4	Little Blue Trace Park, 87 th Street & 350 Hwy Cost to Mow any <u>one</u> of the 4 ball fields - one time			\$25.00	
P-SS	Super Splash, Raytown Road & 53rd Place	(To be Determined)	20,000sq.ft bag 65,000sq.ft not	\$200.00	N/A
P-BMX	BMX Race Track, 12605 Frost Road	(To be Determined)	4 acres	\$100.00	N/A
P-RT1	Rice-Tremonti Home, 8801 E. 66 th Street	(To be Determined)	3.75 acres	\$100.00	N/A
P-RT2	Rice-Tremonti – Rental Property, 8805 E. 66 th Street	(To be Determined)	1 acre	\$50.00	N/A
P-Reap	Vacant Lot next to REAP, 75th Street & Elm	(To be Determined)	1 to 2 weeks 0.5 acres	\$40.00	N/A

*These locations will be mowed by vendor on an as-need basis as directed by the mowing work order.

Contract Renewal: Percentage increase for 2019 Renewal: 0 %

Percentage increase for 2020 Renewal: 0 %

Quick Pay Option: 0 % 0 DAYS NET: 15

The project will be awarded based on the most responsible and responsive bid received for the Bid.

1. In submitting this Bid, the undersigned declares that it is of lawful age and executed this Bid on behalf of the Bidder named herein, and that the undersigned has lawful authority to do so. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such Bid or any Bids, the limiting of the Bid or Bidders, the parceling or farming out to any Bidder or Bidders, or other persons, of any part of the Agreement or any part of the subject matter of the Bid or Bids or of the profits thereof, and that it has not and will not divulge the sealed Bid to any person whomsoever, except those having a partnership or other financial interest with Bidder in said Bid or Bids, until after the sealed Bid or Bids are opened.
2. The undersigned further declares that it has carefully examined the Notice to Bidders and other Contract Documents, and that it has inspected the actual location of the Work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid Form the undersigned on behalf of the Bidder waives all right to plead any misunderstanding regarding the same.
3. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute the Agreement within ten (10) calendar days from and after Notice of Award of the Agreement is delivered to the Bidder, and failure of the Bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as performance.
5. It is understood that the City will pay monthly pay estimates submitted in accordance with the City of Raytown's claims policy and approved by the Raytown Parks and Recreation Director, all as provided in the Contract Documents.
6. The undersigned acknowledges receipt of the Plans and Specifications for the Project including the following written addenda (insert "none" if none were received):

Dated this 28th day of February, 2018.

STATE OF MISSOURI
COUNTY OF JACKSON

SUBSCRIBED AND RETURN TO BEFORE
ME THIS 28th February IN THE
YEAR 2018

Nancy Candeias
NOTARY

NANCY CANDELAS
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 5/17/2020
COMMISSION # 16867415

Contractor: Infinity Building Service, LLC
Print name: Bobby Mckenzie
Title: Owner
Address: P.O. Box 2488
Lee's Summit mo 64063
Phone #: 816-564-9679
Email: Infinitybuilding@embargmail.com

REFERENCES ATTACHMENT

OWNER: CITY OF RAYTOWN, MISSOURI
CONTRACTOR: _____
WORK: 2018 Raytown Parks Mowing Project
BID NO.: 18-03-01 2018

REFERENCE

Public Owner: Kessinger/Hunter
Project/Contract Name: _____
Location of Project: KC Metro
Contract Price: 100,000 +
Project Started: _____ Completed: _____
Owner's Representative (Name and Telephone):
Ed Feltman
816-392-2133
Bidder's Representative (Name and Telephone):

Scope of Project: Landscape - Mowing

REFERENCE

Public Owner: Kessinger/Hunter
Project/Contract Name: _____
Location of Project: KC Metro
Contract Price: 100,000 +
Project Started: _____ Completed: _____
Owner's Representative (Name and Telephone):
Vaughn Tribble
816 315-9013
Bidder's Representative (Name and Telephone):

Scope of Project: Landscape - Mowing

REFERENCE

Public Owner: Kessinger/Hunter
Project/Contract Name: _____
Location of Project: KC Metro
Contract Price: 100,000 +
Project Started: _____ Completed: _____
Owner's Representative (Name and Telephone):
Leland Hawley
816-918-8294
Bidder's Representative (Name and Telephone):

Scope of Project: Landscape - Mowing

REFERENCE

Public Owner: _____
Project/Contract Name: _____
Location of Project: _____
Contract Price: _____
Project Started: _____ Completed: _____
Owner's Representative (Name and Telephone):

Bidder's Representative (Name and Telephone):

Scope of Project: _____

PERSONNEL QUALIFICATIONS and PRIMARY STAFF CONTACT INFO:

Please submit the Name, Title, Years of Experience, and Cell Phone Numbers (or other preferred form of contact) for all management and field management personnel that will be involved with the City of Raytown project, 2018 Raytown Parks Mowing Project.

NAME	TITLE	YEARS OF EXPERIENCE	CELL PHONE NUMBER
Hank mckenzie	Crew leader	7	816-799-7560
Cameron Fleet	Crew leader	7	1-303-877-5345
Ron Smith	Crew leader	20	

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF Jackson

_____ being first duly sworn, deposes and says that he is

Robert McKenzie - Owner

Title of Person Signing

of Infinity Building Service, LLC

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY _____
BY _____
BY _____

SWORN to before me this 28th day of February 2018.

Nancy Candelas

Notary Public

NANCY CANDELAS
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 5/17/2020
COMMISSION # 16867415

My Commission Expires: 05/17/2020

AFFIDAVIT OF WORK AUTHORIZATION

Comes now _____ as _____ first being duly sworn, on my oath, affirm _____
name office held

Infinity Building Service, LLC is enrolled and will continue to participate in a federal work
company name

authorization program in respect to employees that will work in connection with the contracted services related

to _____ for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).
bid number

I also affirm that Infinity Building Service LLC does not and will not knowingly employ a person who is
company name

an unauthorized alien in connection with the contracted services related to _____ for the duration
bid number

of the contract, if awarded.

In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

[Signature]
Signature (person with authority)

Robert McKenzie
Printed Name

Owner
Title

2-28-18
Date

Subscribed and sworn to before me this 28th day of February, 2018. I am
commissioned as a notary public within the County of Jackson, State of Missouri, and
my commission expires on 07th day of 05, 2020.

Nancy Candelas
Signature of Notary

2/28/18
Date

NANCY CANDELAS
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 5/17/2020
COMMISSION # 16867415

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

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KNOWINGLY: A person acts knowingly or with knowledge,
(a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

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

Name/Contractor: Robert McKenzie

Company: Infinity Building Service, LLC

Address: P.O. Box 2488 Lee's Summit MO 64063

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raytown: Project: _____

STATE OF MISSOURI
COUNTY OF JACKSON

SUBSCRIBED AND SWORN TO BEFORE
ME THIS 28th day of February IN THE
YEAR 2018

Nancy Candelas
NOTARY

NANCY CANDELAS
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 5/17/2020
COMMISSION # 16867415

**Raytown Park Board
Minutes
November 18, 2019**

Attendance:

Park Board: Chris Rathbone, Terry Copeland, Brent Hugh, Dave Thurman, Robbie Tubbs, Loretha Hayden, Brian Morris and George Mitchell.

Staff: Dave Turner, Ron Fowler, Mike Conrad and Mary Ann McCormick.

Guests: Tony Jacob and Missy Wilson

A quorum was declared present and the meeting was called to order at 7:00 pm.

Public Participation:

Tony Jacob thanked us for posting agenda on website.

Terry Copeland made a motion to approve the minutes of October 21, 2019 as written. Robbie Tubbs seconded and the motion passed.

Reports of Officers:

President: The sales tax passed. Chris thanked everyone who helped with this.

Vice President – Dave went to Fall Soup & Crafts Festival at Rice Tremonti.

Reports of Standing & Special Committees:

Personnel – Committee will meet November 20th at 6:30 pm at City Hall.

Finance – kudos for help on the sales tax

Program – see agenda item #2

Building & Grounds – no report

Rice Tremonti – they are looking at two different kinds of roofs

BMX – no report

Staff Reports:

Director – a written report was distributed.

Superintendent of Parks – a written report was distributed. Lights for Kenagy fountain are back and report said drivers have been repaired. Will have to wait until next spring to test them out.

Recreation - a written report was distributed.

New Business:

1. Roger Brough & Brian Deaver from Homeland Security gave a synopsis of monitoring our parks in September and October. Dave asked about gates-they said gates will keep the honest people out and the dishonest will farm your turf to get in; also limits ability for security personnel to respond to any incidents. Their recommendation would be NO barriers. The best thing we can have is good lighting. They could do a comprehensive light assessment for all our parks. Robbie Tubbs make a motion to get bids for security in the parks starting in April or May of 2020 thru October. Loretha Hayden seconded. George Mitchell made a motion to amend to give Dave the authority to get more information to evaluate the bids better. Brian Morris seconded. Robbie Tubbs made a motion to withdraw her motion. Terry Copeland seconded and the motion passed. The amended motion was not voted upon. George Mitchell made a motion to have the Buildings and Grounds Committee, the police department and Homeland Security meet to establish what needs to be accomplished. Brian Morris seconded and the motion passed.

2. Terry Copeland made a motion to approve the 2019-20 Fee Schedule as approved in the Program Committee meeting earlier. Dave Thurman seconded and the motion passed. Added \$5 to basketball and junior and adult tennis lessons, changed Arts & Music Festival to Special Event/Festival, updated wording on Concession permits.
3. Terry Copeland made a motion to approve Infinity Building as our mowing contractor for 2019-20. Dave Thurman seconded and the motion passed.
4. Brian Morris made a motion to adjourn at 8:05 pm. Dave Thurman seconded and the motion passed.

CITY OF RAYTOWN
Request for Board Action

Date: December 31, 2019

Resolution No.: R-3267-20

To: Mayor and Board of Aldermen

From: Debbie Duncan, Human Resources Manager

City Administrator Approval: _____



Action Requested: Authorize and approve an amendment to the Employee Personnel Manual relating to:

- Table of Contents
- Chapter 4, Employment and Benefits, Benefits; Section 4-16(e). Holidays.
- Chapter 4, Employment and Benefits, Benefits; Section 4-17(a)(1), (a)(2) and (f). Vacation.
- Chapter 4, Employment and Benefits, Benefits; Section 4-18(a)(2), (i) and (j). Sick Leave.
- Chapter 4, Employment and Benefits, Insurance Benefits; Section 4-20 (a).
- Chapter 4, Employment and Benefits, Separation From Municipal Service; Section 4-25(a), (b), (c) and (d). Separation Pay.
- Chapter 6, Substance Abuse; Section 6-4(a)(1) and 6-4(b)(4). Testing for the Presence of Alcohol and Drugs; When Authorized; What Substances Will Be Tested for.
- Appendix, Overtime Policy

Analysis: Following an annual review of the Personnel Handbook, suggested revisions have been made to the items above. Please see the attached list and description of recommended changes.

A RESOLUTION AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 5, 2017

WHEREAS, on December 5, 2017 pursuant to Resolution R-3042-17 the Board of Aldermen approved an amended Employee Personnel Manual; and

WHEREAS, the Human Resources Department and City Administrator are recommending the approval of amendments as set forth in Exhibit "A"; and

WHEREAS, the Board of Aldermen desire to authorize and approve the amendments to the Personnel Manual attached in Exhibit "A" to be used by the City of Raytown in its day-to-day operations as attached hereto.

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

THAT the Board of Aldermen desire to authorize and approve the amendments to the Personnel Manual attached in Exhibit "A" to be used by the City of Raytown in its day-to-day operations as attached hereto; and

FURTHER THAT the City Administrator and City Clerk are authorized to execute other documents necessary and incidental thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 7th day of January, 2020.

Michael McDonough, Mayor

ATTEST:

Approve as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

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Change: As needed to make adjustments for policy changes.

Chapter 4, Section 4-16 (e). Holidays.

Change: Removed references to EMS workers.

Description: The City no longer has 24-hour EMS shift workers.

Chapter 4, Section 4-17 (a) (1), (a) (2) and (f). Vacation.

Change: Removed accruals for 24-hour shift workers. Added clarification language about payout following separation.

Description: The City no longer has 24-hour shift workers. Language was added to clarify that vacation payout upon separation includes probationary employees.

Chapter 4, Section 4-18 (a) (2), (i) and (j). Sick leave.

Change: Removed (a) (2) referencing sick leave accrual for 24-hour shift workers. Added clarification to (i) to specify current rate of pay is base pay.

Description: The City no longer has 24-hour shift workers. Current rate of pay was clarified by adding “base”. Sick leave buyback does not include any differentials or other supplemental hourly pay.

Chapter 4, Section 4-20 (a). Insurance Benefits.

Change: Added language regarding following established workers’ compensation procedures.

Description: The City has workers’ compensation procedures in place as required by the insurance provider. Language was added to let employees know that failing to follow the procedures could put their benefit at risk.

Chapter 4, Section 4-25 (a), (b), (c) and (d). Separation Pay.

Change: Added clarification to specify current rate of pay is base pay; separation pay policies include probationary employees; and specified the City will follow applicable laws.

Description: Sick leave buyback does not include any differentials or other supplemental hourly pay. Payroll follows the same vacation and sick leave payout for employees, including probationary employees. Federal laws require employers to pay for hours worked; however, the City may reduce the base pay rate to minimum wage.

Chapter 6, Section 6-4 (a) (1). Testing for the Presence of Alcohol and Drugs; When Authorized; What Substances Will Be Tested for.

Change: Specify which applicants are provided a copy of the City’s drug policy.

Description: The current policy states *each* applicant receives a copy of the City’s drug policy. The current process is to provide the policy only to applicants to whom a contingent offer is extended.

Chapter 6, Section 6-4 (b) (4). Testing for the Presence of Alcohol and Drugs; When Authorized; What Substances Will Be Tested for.

Change: Remove language regarding payment of workers’ compensation claims.

Description: This change reflects the City’s procedure of paying workers’ compensation claims that changed in January 2018 but wasn’t included in the December 1, 2018 Personnel Manual.

Appendix. Overtime Policy

Change: Addition of language linking the Overtime Policy to the On-Call Policy.

Description: This addition was suggested by the state auditors to clarify any ambiguity between the two policies.

4-16. Holidays.

(a) The following days shall be paid holidays for City employees:

- New Year's Day, January 1
- Martin Luther King Day, third Monday in January
- Memorial Day, last Monday in May
- Independence Day, July 4
- Labor Day, first Monday in September
- Thanksgiving Day, 4th Thursday in November
- Friday following Thanksgiving Day
- Christmas Eve, December 24
- Christmas Day, December 25
- Three (3) floating holidays

(b) Holiday Observance. Determination of a holiday for shift personnel shall be based on the actual date of the holiday. For employees who normally work Monday–Friday schedules, observance of holidays shall be either the day the holiday falls on, or if the holiday falls on a Saturday the previous Friday will be observed, and, if the holiday falls on a Sunday, the following Monday will be observed. If Christmas Day falls on a Saturday it will be celebrated the following Monday.

(c) Holiday Pay. An employee whose regular work day falls on any City-recognized holiday shall receive their regular pay plus holiday pay for the hours worked, but not to exceed the number of hours of their normal work schedule.

(d) Holiday Call-back. An employee called back to duty on a holiday shall be compensated at 1½ rate and shall receive a minimum of 1 hour of pay. If they are engaged to work after the call-in they will receive a minimum of two (2) hours pay. They will still receive their full holiday pay.

(e) Off-duty Shift Workers. Shift workers such as police officers, ~~with the exception of EMS,~~ whose regular scheduled day off falls on any City-recognized holiday shall receive, in addition to his day off, regular pay as holiday compensation equal to the amount of hours the employee would regularly be scheduled for work. ~~Off-duty EMS shift workers shall receive 12 hours of regular pay on holidays.~~

(f) Part-time or Seasonal. Part-time and/or seasonal personnel will not be paid for City observed holidays which fall on days for which they would otherwise have been scheduled to work. If part-time or seasonal personnel do work on a City observed holiday, they will be compensated at their regular hourly wage unless they have worked over 40 hours that week at which time they will be compensated at 1½ time rate.

(g) To be eligible for holiday pay an employee must be on the payroll on the day of the holiday, must have worked or been on paid leave the work day prior to the holiday and the work day following the holiday.

(h) Holidays occurring during an employee's paid vacation time will be credited as a holiday and not as a vacation day.

(i) Consideration will be given to employees wishing to observe other religious holidays not a part of the official City holidays. The leave may be charged to vacation or leave without pay.

- (j) Employees, regardless of shift, shall be granted three (3) shifts as floating holidays. To be eligible for the floating holidays, an employee must have been a regular full-time employee for six (6) months prior to taking such holiday.
- (1) Floating holidays must be taken in their entirety and may not be used in increments.
 - (2) Floating holidays must be approved by Department Head of his designee.
 - (3) Floating holidays must be taken by the end of the City's fiscal year/October 31.
 - (4) Floating holidays will not be paid out to employees upon separation of employment.
 - (5) Floating holidays may not be taken once a separation date is announced.

4-17. Vacation.

(a) Amount:

- (1) ~~Unless otherwise provided~~, employees (excluding elected employees) employed at work on a regular basis of at least forty (40) hours per week, ~~but not on a twenty-four (24) hour shift~~, shall earn vacation time at the following rate, up to a maximum accumulation of two hundred eighty (280) hours:

Employees scheduled to work less than 24 Hour Shifts at least 40 hours per week		
Months of Service	Accrual Hours Per Payroll	Max Amount of Accrual Hours
0 – 59	3.7	280
60 – 119	4.7	280
120 – 179	5.6	280
180 – 239	6.5	280
240 +	7.4	280

- (2) ~~Employees employed to work on a regular basis of a twenty-four (24) hour shift-day shall earn vacation time at the following rate up to a maximum accumulation of two hundred eighty-eight (288) hours:~~

Employees scheduled to work 24 Hour Shifts		
Months of Service	Accrual Hours Per Payroll	Max Amount of Accrual Hours
0 – 59	4.7	288
60 – 119	6.5	288
120 – 179	8.3	288
180 – 239	10.2	288
240 +	12	288

- (b) When accrued: Employees, hired on a full-time basis, shall begin accruing leave at the above scheduled rate with their first payroll regardless of whether they have completed their probationary period.

(c) When taken:

- (1) Vacation requests must be submitted in a manner established by the Department Head or his designee.
 - (2) Vacation leave with pay must be earned before it can be taken.
 - (3) Vacation leave shall be approved by Department Head or his delegate.
 - (4) No employee shall be permitted to waive vacation for the purpose of receiving double pay.
- (d) Holiday during scheduled vacation: Any holiday which shall occur during an employee's scheduled vacation period shall not be counted as a day of vacation.
- (e) Sick leave: Sick leave may not be used to augment vacation time, but earned vacation may be used to augment exhausted sick leave.
- (f) Vacation pay upon separation from employment: Employees, **including probationary employees**, who separate from City employment in good standing by giving fourteen (14) calendar days' notice of resignation shall be paid for all vacation accrued but not taken by the date of termination. Employees, **including probationary employees**, terminated by the City for cause or who resign without proper notification shall forfeit accrued vacation credits, unless otherwise disallowed by applicable laws then existing.

4-18. Sick Leave.

Paid sick leave is not required by law and is provided for the benefit of the employee.

The City reserves the right to control how, when and in what increments sick leave may be used.

(a) Amount:

- (1) Employees (excluding elected employees), employed to work on a regular basis of forty (40) hours per week, five (5) days per week, shall earn sick leave at the rate of three and seven tenths (3.7) hours per pay period.
 - ~~(2) Employees employed to work on a regular basis of a twenty-four hour shift day shall earn sick leave at the rate of five and one tenth (5.1) hours per pay period.~~
- (b) When accrued: Employees, hired on full-time basis, shall begin accruing sick leave with their first payroll regardless of whether they have completed their probationary period.

(c) When taken:

- (1) Sick leave must be earned before it can be taken.

- (2) The following absences are chargeable to sick leave when approved by the City Administrator or his delegate:
- (A) Loss of work due to illness or injury, including pregnancy, childbirth and related medical conditions.
 - (B) Personal doctor or dentist appointments when emergency or otherwise unavoidable circumstances make it impossible to schedule such appointments during nonworking hours.
 - (C) Necessary care for a family member of the immediate family.
 - (D) Sick leave requests must be approved by the City Administrator or his delegate prior to payroll action.
- (d) Holidays during sick leave: Any holiday occurring during a period of illness will not be charged against sick leave.
- (e) Illness while on vacation: No refund of vacation time shall be allowed for illness incurred while on vacation.
- (f) Vacation may augment sick leave: Vacation credits may be used to augment exhausted sick leave; but sick leave may not be used to augment vacation.
- (g) Pay during illness: The sick leave program, the weekly indemnity insurance plan, and worker's compensation are intended as a protection against loss of wages during illness or injury when the employee is unable to work. They are not intended to exceed the employee's monthly salary.
- (h) Sick leave accumulation:
- (1) There will be a cap of 1,040 hours placed on sick leave accrual. This cap will be enforced on the last pay period of the fiscal year. Any amount accrued over the cap will be adjusted off.
 - (2) Current employees, as of December 20, 2016, with more than 1,040 hours will not lose any accrued time but they will not accrue additional leave until they drop below the cap.
- (i) Sick leave buyback: In October of each year employees with a minimum of 360 accrued sick leave hours will be allowed to sell back up to 96 hours of sick leave at their current base rate of pay and based on the longevity chart below.

Months of Service	Sellback Ratio
60 – 119	15%
120 – 179	30%
180 – 239	45%
240+	60%

- (j) Sick leave upon separation: Employees with a minimum of five (5) years of service, will be allowed to sell back up to 40 hours of sick leave upon separation from municipal service in good standing. The City will buyback the sick leave at the employee's current base rate of pay. Employees may not utilize this and the annual buyback program in the same fiscal year. After notice of separation is given to the employer, no additional use of sick leave will be allowed.
- (k) Reporting illness: An employee unable to report to work, intending to claim sick leave, shall report prior to the time his work period is to begin. Advance notification guidelines will be established by the Department Head but will be no less than one hour prior to expected start time. Failure to comply with this paragraph may result in disallowance of sick leave for that absence.
- (l) Abuse of sick leave: Sick leave is a benefit provided for the employee, but it is not intended to be used to supplement vacation or holidays. The City has adopted specific policies in regard to the use of sick leave and any use for other than the stated purposes in this policy will be considered abuse. Sick employees are encouraged to stay home and recover so as not to cause any of their coworkers to become ill. However, abuse of sick leave impacts not just the employer but also coworkers who are required to cover the absent employee's duties. Use of unscheduled sick leave for other than actual illness of the employee or to care for the employee's immediate family will be considered abuse. A pattern of suspected abuse including but not limited to the repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacation, pay day or inclement weather or use after vacation time has been denied (regardless of the number of consecutive days) will be considered abuse. Abuse may result in disciplinary action up to and including termination. This policy will not be applicable to FMLA and ADA qualifying events.
- (m) Physician's statement required: Sick leave in excess of two work shifts shall be allowed only after such employee presents to the City Administrator or his delegate a written physician's statement certifying that the employee's condition prevented the employee from performing his duties. The City Administrator or his delegate shall be entitled to request a physician's statement in such other circumstances as deemed appropriate.
- (n) Sick leave may be used to augment bereavement.

4-19. Leaves of Absence.

(a) Family and medical leave (FMLA):

- (1) Family and medical leaves of absence shall be granted to employees who have been employed in the municipal service for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the year preceding the start of leave.
- (2) Family and medical leaves of absence shall be granted for extended periods of time off work due to those reasons required by federal law, including:
 - (A) Birth of a child, and to care for such child;
 - (B) Placement of a child for adoption or foster care;
 - (C) Caring for the employee's seriously ill spouse, child or parent;

- (2) Employees are allowed up to four hours of bereavement leave to attend the funeral of a fellow regular employee or retiree of the City, provided such absence from duty will not interfere with normal operations of the City.

4-20. Insurance Benefits.

Government regulations define standards to protect the privacy of health information. In the course of the employment relationship, an individual's health information may be used by the City when necessary for the administration of workers' compensation benefits, drug or alcohol testing, or health insurance plan benefits. You may be asked to sign an authorization form to permit a Medical Provider or health plan to disclose health information to the City. Any such disclosure will only be used for the specific purpose of the disclosure and the City will take all reasonable precautions to protect the privacy of this information.

The following benefits are provided by the City for the employees. Additional benefits may be made available to the employee from time to time on an individual subscription basis:

- (a) Worker's compensation insurance. Employees who are injured or become ill during the course of work are covered by the state worker's compensation act. Employees injured on the job or suffering a work-related illness shall notify their supervisor as soon as possible following the injury or illness. **Failing to follow the established procedures may compromise payment of the benefit.**
- (b) The City makes available health, dental and vision care coverages in combination with a life insurance benefit plan for full-time employees and their dependents. The employee may select health, dental and/or vision care coverage for himself and his dependents, to which the City will contribute an amount determined by the Board of Aldermen per month per employee for single health care coverage and a separate amount determined by the Board of Aldermen per month per employee for dental, vision and family health care coverage. Health, dental and vision coverage in excess of the amount determined by the Board of Aldermen shall be paid for by the employee through payroll deduction.

4-21. Pension Plans.

Membership in pension plans are provided for employee's subject to the terms and conditions of the specific trust agreement and/or contract provisions governing such plans.

4-22. Worksite Breastfeeding.

Employees shall be provided a place to breastfeed or express their milk. An employee lactation room shall be provided as a private and sanitary place for breastfeeding employees to express their milk during work hours. This room provides an electrical outlet, chair, and nearby access to running water. Employees may use their private office area for breastfeeding or milk expression, if they prefer.

A refrigerator will be made available for safe storage of expressed breastmilk. Employees may use their own cooler packs to store expressed breastmilk or may store milk in the refrigerator/freezer. Employees should provide their own containers, clearly labeled with name and date. Those using the refrigerator are responsible for keeping it clean.

Employees shall be provided flexible breaks to accommodate breastfeeding or milk expression. A breastfeeding employee shall be provided a flexible schedule for breastfeeding or pumping to provide breastmilk for the child. The time will not exceed normal time allowed for lunch and breaks. For time above and beyond normal lunch and breaks, sick/annual leave time must be used, or the employee can come in a little early or leave a little later to make up the time.

Please contact the Human Resource Manager to discuss.

SEPARATION FROM MUNICIPAL SERVICE

4-23. Resignations.

- (a) Any employee may resign in good standing by presenting his resignation in writing fourteen (14) calendar days prior to the effective date and continuing to perform assigned duties without disruption or violation of City policies. Resignation without such advance notice and observance of conduct rules and City policies will result in forfeiture of all accrued vacation, unless otherwise prohibited by then-existing applicable laws. Such resignation shall be promptly forwarded to the Human Resources Office.

In most situations, an employee's separation date (also called termination date or retirement date) will be the date the employee last worked a regular shift. Use of paid leave will not be applied to extend the separation date. Employees who are unable to return to work following Family and Medical Leave due to their own serious health condition or those unable to return to the job due to a work-related injury/illness may have a separation date other than their last working day.

- (b) At the discretion of the Department Head, the employee may be allowed to leave immediately after notice and still be considered to have left in good standing if it is more convenient for the department.

4-24. Reduction in Force; Layoff.

An employee may be separated from municipal service without prejudice because of lack of funds or curtailment of work. Ordinarily, the City attempts to give notice of at least ten (10) working days to such employees prior to separation, unless circumstances require less time or no notice. (Rev. 12-05-17 R-3042-17)

4-25. Separation Pay.

- (a) Upon separation from City employment in good standing employees, **including probationary employees**, will receive payment for unused vacation credits accrued.
- (b) Separated employees with a minimum of five (5) years of service will be allowed to sell back up to forty (40) hours of sick leave upon separation from municipal service in good standing. The City will buy back the sick leave at the employee's current **base** rate of pay. Employees may not utilize this and the annual buyback program in the same fiscal year. After notice of separation is given to the employer no additional use of sick leave or floating holidays will be allowed.
- (c) Upon separation with prejudice, employees, **including probationary employees**, will receive payment only for time worked.
- (d) Notwithstanding the foregoing paragraph, **and in accordance with applicable laws**, no separation pay shall be paid until all property issued to the employee has been returned and all financial obligations to the City have been satisfied.

- (5) The employee has previously been ordered by the appointing authority to seek treatment for a substance abuse problem through the employee assistance program or any treatment facility and has subsequently committed a new offense involving substance abuse which would constitute grounds for discipline under the provisions of this policy.
- (c) Disciplinary action shall be independent of all other proceedings. Disciplinary action which may be undertaken pursuant to this policy and the provisions of the disciplinary policy shall constitute an independent administrative action against the employee involved and shall not be dependent upon or controlled in any manner by any other civil, administrative, or criminal proceedings which are or may be instituted against the employee.

6-4. Testing for the Presence of Alcohol and Drugs; When Authorized; What Substances Will Be Tested for.

- (a) Pre-employment testing. Effective as of the date of the adoption of this policy:
 - (1) A copy of this policy shall be provided to each applicant who receives a contingent offer of employment, who shall sign and date the attached "Receipt of Substance Abuse Policy and Consent to Drug and Alcohol Testing" form, which shall then be made a permanent part of the applicant's file. This form shall be competent evidence in any subsequent proceedings that the applicant has received notice of the provisions of this policy and has consented to testing under the provisions stated herein. A refusal by any applicant to execute this form shall constitute grounds for denial of employment.
 - (2) All applicants shall be subject to mandatory testing for the presence of drugs and alcohol in accordance with the testing procedures herein set out, except that City employees who apply for such positions and who have successfully completed testing as a condition of employment with the City shall not be subject to retesting under this subsection. Those applicants subject to mandatory testing who are conditionally appointed to a public safety, public health, or equipment handling position with the City shall be required to undergo drug testing within the fourteen (14) days following their conditional appointment to a position. The mandatory testing provisions of this subsection shall not apply to the promotion or transfer of a public safety, public health, or equipment handling employee within his own department.
 - (3) Applicants who test positive for the presence of drugs or alcohol may be denied employment.
- (b) Testing of current employees. Effective as of the date of the adoption of this policy:
 - (1) A copy of this policy shall be provided to every City employee, and each employee shall be required to sign and date the attached receipt form, which shall then be made a permanent part of the employee's personnel file. This form shall be competent evidence in any subsequent proceedings that the employee has received notice of the provisions of this policy.

- (2) All current City employees shall be subject to testing for the presence of drugs, including prescription drugs, and alcohol upon reasonable suspicion that the employee is under the influence of drugs or alcohol while on duty. A request for the testing of an employee may be initiated by any supervisor who has a reasonable suspicion that the employee is under the influence of drugs or alcohol while on duty. Testing shall be authorized if the request is approved by the highest-ranking departmental supervisor available to review the request for testing. Those supervisors with authority to approve a request for testing include Department Heads, assistant Department Heads and division heads; and police majors.
 - (3) An employee who has been ordered to seek treatment for a substance abuse problem through the employee assistance program shall be subject to random testing for the presence of drugs or alcohol during the twelve-month period following the date of the notice of referral to the EAP.
 - (4) An employee who is injured in an accident or suffers a work-related illness during the course of work shall be tested for the presence of drugs and alcohol. ~~Please note: A drug screen is required for any workers' compensation claim in which the employee wishes to be made whole by the City. Claims without a drug screen will be processed as required by Missouri Statute.~~
 - (5) An employee who is involved in a property damage or personal damage accident while such property is in his care or control shall be tested for the presence of drugs and alcohol.
- (c) Substances to be tested for. Testing may be administered to detect the presence and concentration of any substance which acts on the central nervous system as a stimulant, a depressant, or has a dissociative effect. Those substances may include, but are not limited to: alcohol, amphetamines/methamphetamines ("speed"), barbiturates ("downers"), benzodiazepines (tranquilizers, such as valium and librium), cannabinoids (marijuana, hashish), cocaine methadone methaqualone (quaaludes), opiates (codeine, heroin, morphine), phencyclidine (PCP, "angel dust"), and propoxyphene (darvon).

Drugs not otherwise listed may be tested to the concentration levels for which testing is customarily accurate, as stated in the manufacturer's specifications for the particular test kit or method to be used.

6-5. Testing Procedures; Discipline Which May Be Imposed for Confirmed Positive Test Results; Mandatory and Voluntary Referral to Employee Assistance Program.

- (a) The testing agency. Drug and alcohol testing shall be performed by an independent certified laboratory of the City's choice. All testing shall be performed in accordance with accepted scientific standards. Due care shall be taken by the testing agency to respect the dignity and privacy of individuals required to give test samples. The testing agency shall be responsible for maintaining appropriate chain of custody procedures for all test samples. The testing agency shall be required to retain unused portions of each test sample that has initially shown a positive result for the presence of drugs or alcohol in order that additional testing may be performed on the sample on behalf of the tested employee.

SUBJECT	ISSUED BY	EFFECTIVE DATE	REVISION DATE
Overtime Policy	Board of Aldermen	01-01-2017	01-07/2020

POLICY STATEMENT:

The Department Head and/or his designee shall assign to each employee regular work duties and responsibilities which can normally be accomplished within the established workday and work period. However, occasionally, some overtime work may be necessary. It is the responsibility of the Department Head to determine the need for overtime in order to adequately serve the public and to require employees to perform work in excess of the regular work hours. It is also the responsibility of the Department Head to limit overtime by proper staffing, scheduling, and manpower utilization. All overtime arrangements shall be approved by the Department Head.

In accordance with the Fair Labor Standards Act, the City’s Department Heads are executive employees and, as such, are not entitled to overtime pay.

An employee shall accrue overtime as referenced in the On-Call Policy, if there is no violation of the Fair Labor Standards Act, as amended from time to time.

CITY OF RAYTOWN
Request for Board Action

Date: December 31, 2019
To: Mayor and Board of Aldermen
From: Jose Leon, Director of Public Works

Resolution No.: R-3268-20

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Board of Aldermen approval of a Professional Services Agreement with CDM Smith for design and bidding services for the 350 Highway & Raytown Road Intersection Improvements Project in an amount not to exceed \$79,172.10.

Recommendation: Staff recommends approval of the Professional Services Agreement.

Analysis: The Public Works department previously put this project out to bid and opened bids on Sept. 10, 2019. The project only had one bidder and came in more than twice the engineer's estimate and budget. Gunter Construction Company was the only bidder with a base bid of \$2,039,591.80 and a total bid of \$2,379,882.80, including the 3 alternates. The engineer's estimate for the base bid was \$886,708.31 and a total bid estimate of \$1,058,028.51, including the 3 alternates. This bid was approximately 2.3 times the base bid engineer's estimate.

Staff has since met with and worked with the design engineer, MoDOT, and the various contractors that had interest in the project, but did not submit a bid. It was apparent that the MoDOT requirement for lane closures in the plans and specs were demanding the contractor's construct this project at night, which is the main reason companies were not interested and why the cost was so high.

The City of Raytown also polled the contractors that were plan-holders but didn't submit a bid. The following are some of their comments and thoughts:

- Having to work at night for most of the project raises costs just in wages as well as the loss of productivity.
- The availability of the specified asphalt mix limited the number of asphalt subcontractor's willing to provide an asphalt price.
- For night work, ready mix plants can't guarantee material and production is unpredictable due to unpredictable traffic queues.
- Multiple project phases with small quantities of work in each phase.
- Need to provide large variety of equipment resources with very limited utilization due to phasing.

Staff would recommend BOA approval to be approximately 5% higher than this estimate, to cover unforeseen circumstances and overruns that may arise with this work. The additional 5% is \$3,770.10 and added to the CDM Smith estimated design amount of \$75,402.00 equals a total cost of \$79,172.10.

Alternatives: Do not approve the project re-design and return grant funds in the amount of \$637,500.00

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: Transportation Sales Tax Fund, 204.62.00.100.52250
Amount to Spend: to not exceed \$79,172.10

Additional Reports Attached: Proposed agreement with CDM Smith

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH FOR DESIGN AND BIDDING SERVICES FOR THE 350 HIGHWAY AND RAYTOWN ROAD INTERSECTION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$79,172.10 FOR FISCAL YEAR 2019-2020

WHEREAS, the City of Raytown (the "City") issued an invitation to bid on the 350 Highway and Raytown Road Intersection Improvements Project; and

WHEREAS, the Public Works Department received one (1) bid in response to the invitation which was two to three times the base bid engineer's estimate; and

WHEREAS, the City desires to enter into an professional services agreement with CDM Smith for design and bidding services to assist the City of Raytown with project redesign; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into a Professional Services Agreement with CDM Smith for design and bidding service for the 350 Highway and Raytown Road Intersection Improvements Project as set forth in Exhibit "A" in an amount not to exceed \$79,172.10 for fiscal year 2019-2020;

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

THAT the Board of Aldermen find it is in the best interest of the City to hereby authorized and approved a Professional Services Agreement with CDM Smith for design and bidding service for the 350 Highway and Raytown Road Intersection Improvements Project as set forth in Exhibit "A" incorporated herein, in an amount not to exceed \$79,172.10 for fiscal year 2019-2020; and

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 7th day of January, 2019.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER**

THIS IS AN AGREEMENT made as of January 7, 2020 between City of Raytown, Missouri ("OWNER") and CDM Smith ("ENGINEER").

OWNER's Project is generally identified as follows Route 350 and Raytown Road Intersection Improvements Project (the "Project").

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance or furnishing of services by ENGINEER to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below. This Agreement will become effective on the date first above written.

ARTICLE 1 – SCOPE OF SERVICES

- 1.1 ENGINEER agrees to perform, or cause to be performed, for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

- 2.1 Specific time periods and/or specific dates for the performance of ENGINEER's Services are set forth in Exhibit A.
- 2.2 If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.3 If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.4 Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services. If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of the schedule and of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation.

ARTICLE 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and

decisions with respect to ENGINEER's services for the Project.

- 3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.4 Be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any relevant, material defect or nonconformance in ENGINEER's Services or in the work of any Contractor employed by Owner on the Project.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

- 4.1 Methods of Payment for Services of ENGINEER.
 - 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit A. If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional taxes in addition to the compensation to which Engineer is entitled.
 - 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Payments are due within 30 days of receipt of invoice.
 - 4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

ARTICLE 5 – GENERAL CONDITIONS

5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

5.2 Technical Accuracy

Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

5.3 Opinions of Probable Construction Cost

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.4 Compliance with Laws and Regulations, and Policies and Procedures

5.4.1 Engineer and Owner shall comply with applicable Laws and Regulations.

5.4.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

5.4.3 Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

5.4.4 Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

5.4.5 Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

5.4.6 Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

5.4.7 Engineer is not required to provide and does not have any responsibility for surety bonding

or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

- 5.4.8 Engineer's services do not include providing legal advice or representation.
- 5.4.9 Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- 5.4.10 While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

5.5 Termination

The obligation to provide further services under this Agreement may be terminated:

- 5.5.1 For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 5.5.2 For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- 5.5.3 Effective Date of Termination: The terminating party under Paragraph 5.5.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.5.4 Payments Upon Termination:

- a. In the event of any termination under Paragraph 5.5, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 5.6.
- b. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 5.5.4.a, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs.

5.6 Use of Documents

- 5.6.1 All Documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- 5.6.2 If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- 5.6.3 Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
- 5.6.4 OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and related uses of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.
- 5.6.5 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the

Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.7 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

5.8 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

5.9 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.

5.10 Successors and Assigns

5.10.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.10.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.10.2 Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

5.10.3 Unless expressly provided otherwise in this Agreement:

- a. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Constructor, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.
- b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.11 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to

time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.12 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.13 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.14 Environmental Site Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

5.15 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.

5.16 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.17 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.18 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.19 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.20 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.21 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.22 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "*defective*" will be used in this Agreement as defined in the Standard General Conditions.

5.23 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated

herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.24 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

ARTICLE 6 – DEFINITIONS

Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.2 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq, (“CERCLA”); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.3 Construction Cost – ♦

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

- 6.4 Constructor
Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- 6.5 Contractor - ♦
The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.
- 6.6 Documents
As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.
- 6.7 ENGINEER's Subcontractor.
A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.
- 6.8 Reimbursable Expenses.
The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit A.
- 6.9 Resident Project Representative - ♦
The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").
- 6.10 Standard General Conditions - ♦
The Standard General Conditions of the Construction Contract (No.) of the Engineers Joint Contract Documents Committee.
- 6.11 Total Project Costs - ♦
The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.
- 6.12 Work - ♦
The entire construction or the various separately identifiable parts thereof required to be

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A – Scope of Services, Exhibit A - Fee

This Agreement (consisting of Pages 1 to 11 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

ENGINEER:

By:
Title:
Date:

By: Ram Maddali, PE
Title: Vice President
Date:

Address for giving notices:
10000 E. 59th Street
Raytown, MO 64133

Address for giving notices:
9200 Ward Parkway, Suite 320
Kansas City, Missouri 64114

SCOPE OF SERVICES CDM SMITH

City of Raytown, Missouri, Route 350 and Raytown Road Intersection

This scope of services represents tasks to be performed in completion of revising PS&E plans and design services during construction for the Route 350 and Raytown Road Intersection Improvement Project, hereinafter called the Project.

TASK 1 – UPDATE PS&E PLANS

- 1.1 The ENGINEER will review final plans for updates to standards included in the project from MoDOT and the CITY and update plan sheet and quantity as necessary.
- 1.2 The ENGINEER will review the two development plans along the project and make adjustment to the final plans per those developments. If CAD drawings are not available to update the plans, the ENGINEER will provide notes on the plans as to changes in existing roadway features.
- 1.3 The ENGINEER will add one concrete alternative for the new auxiliary lane to the plans.
- 1.4 The ENGINEER will update the asphalt mill and fill as an alternative to the plans.
- 1.5 The ENGINEER will update the earthwork for the drainage alternative so that it is not included in the base bid.
- 1.6 The ENGINEER will review and update final PS&E plan set and cost estimate using MoDOT's Bid Tab software.
- 1.7 The ENGINEER will update Job Special Provisions, JSP's.
- 1.8 The ENGINEER will electronically seal the plans and submit to the CITY for bidding.

TASK 2 – DESIGN SERVICES DURING CONSTRUCTION

The ENGINEER shall assist the CITY during the Bidding and Construction Phase of the project As defined below

- 2.1 The ENGINEER will assist the CITY in preparing bidding documents.
- 2.2 One representative from the ENGINEER will attend up to one pre-bid meeting. The ENGINEER will not prepare any materials for the pre-bid meeting or notes from the meeting.
- 2.3 The ENGINEER will assist the CITY in preparing up to 3 addendums.
- 2.4 One representative from the ENGINEER will attend up to one pre-construction meeting.
- 2.5 The ENGINEER will provide shop drawing reviews during construction, up to 20 submittals.
- 2.6 The ENGINEER will review and respond to Contractor RFI' s, up to 10 RFIs.
- 2.7 One representative from the ENGINEER will attend up to 9 contractor review meetings.
- 2.8 The ENGINEER will provide up to 20 revised plan sheets.
- 2.9 The ENGINEER will provide as-builts plans to the CITY upon completion of the construction project

TASK 3 – Project Management and Coordination

3.1 The ENGINEER will administer project contracts. The ENGINEER will establish/maintain a project cost control system to process and track project costs including implementation and coordination of financial reporting requirements and formats; reporting policies and guidelines; and invoicing and payment of project costs. The ENGINEER will prepare invoicing and payment requests and number submittals sequentially. Invoices will be submitted electronically.

Task 3.2 All deliverables will be reviewed by the ENGINEER's project manager and designated discipline specific QA/QC staff. A Quality Log of QA/QC commented documents will be maintained confirming comments were addressed.

The estimated fee to perform the work as stated in the above tasks are as follows:

Total - \$75,402

Route 350/Raytown Road Intersection
City of Raytown

CDM Smith

Tasks	QA/QC	PM	Engineer	Clerical
	\$ 196.00	\$ 248.00	\$ 101.00	\$ 96.00
1.1 Review final plans for any updates to standards from MoDOT and the CITY.	8		8	
1.2 Review development plans and make adjustment to the final plans per those developments.	2		8	
1.3 Add a concrete alternative for the new auxiliary lane to the plans.	2		12	
1.4 Update the asphalt mill and fill as an alternative to the plans.	1		6	
1.5 Update the earthwork for the drainage alternative	2		6	
1.6 Review and update final PS&E plan set and cost estimate using MoDOT's Bid Tab software	32	4	48	
1.7 Update JSP's	2	2		
1.8 Electronically seal the plans and submit to the CITY for bidding.	1	2	8	
2.1 Assist the CITY in preparing bidding documents.	2	1	10	
2.2 Attend the pre-bid meeting.		2		
2.3 Prepare and submit up to 3 addendums	6	6	24	
2.4 Attend the pre-construction meeting.		2		
2.5 Provide shop drawing reviews during construction. Assumes 20 submittals.	10	10	80	
2.6 Review and respond to Contractor RFI's. Assumes 10 RFIs.	6	20	60	
2.7 Attend Contractor review meetings. Assumes 9 meetings		18		
2.8 Provide revised plan sheets as needed. Assumes 10 sheets.	3	3	24	
2.9 Provide as-builts plans to the City upon completion of the construction project	4	8	24	
3.1 Project Management and coordination		20		16
3.2 Quality Assurance/Quality Control	8			
Man-hour Total	89	98	318	16
	\$ 17,444.00	\$ 24,304.00	\$ 32,118.00	\$ 1,536.00
TOTAL LABOR	\$ 75,402.00			