

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
FEBRUARY 19, 2019
REGULAR SESSION NO. 46
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 February 5, 2019 Board of Aldermen meeting minutes.

R-3175-19: A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF WILLIAM MCCLENDON TO THE HUMAN RELATIONS COMMISSION. Point of Contact: Teresa Henry, City Clerk.

REGULAR AGENDA

OLD BUSINESS

2. Public Hearing: A public hearing to consider a change in zoning for property located at 10009 E. 59th Street.

NEW BUSINESS

3. **FIRST READING: Bill No. 6499-19, Section V-A. AN ORDINANCE.** AUTHORIZING AND APPROVING A CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE KANSAS CITY AREA TRANSPORTATION AUTHORITY AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$60,814.00 FOR FISCAL YEAR 2018-2019. Point of Contact: Missy Wilson, Assistant City Administrator.
4. **R-3176-19: A RESOLUTION** AUTHORIZING AND APPROVING PARTICIPATION BY THE CITY IN THE MISSOURI DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY CRASH REDUCTION/HAZARDOUS MOVING ENFORCEMENT PROJECT AND AN APPLICATION FOR GRANT FUNDING IN CONNECTION WITH THE HIGHWAY SAFETY CRASH REDUCTION/HAZARDOUS MOVING ENFORCEMENT GRANT FOR SUCH PURPOSES. Point of Contact: Randy Hudspeth, Interim Police Chief.
5. **R-3177-19: A RESOLUTION** SUPPORTING THE MAYOR'S AD HOC EVENT COMMITTEE IN THEIR EFFORTS TO ORGANIZE A SUMMER CONCERT SERIES ON THE CITY'S GREENSPACE IN THE CENTRAL BUSINESS DISTRICT. Point of Contact: Dave Turner, Parks and Recreation Director.

6. **R-3178-19: A RESOLUTION** ACCEPTING THE PROPOSAL OF RADMACHER BROTHERS EXCAVATING COMPANY INC. TO PROVIDE OVERLAY SERVICES AT 5912 LANE AND APPROVING PAYMENT FOR SUCH SERVICES IN THE AMOUNT OF \$20,613.65. Point of Contact: Dave Turner, Parks and Recreation Director.
7. **R-3179-19: A RESOLUTION** AUTHORIZING AND APPROVING A MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA. Point of Contact: Damon Hodges, City Administrator.
8. **R-3180-19: A RESOLUTION** AUTHORIZING AND APPROVING AN AMENDMENT TO THE FISCAL YEAR 2018-2019 BUDGET TO INCREASE FUNDS AVAILABLE FOR THE PURCHASE OF SALT FOR TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER AND AUTHORIZING AND APPROVING THE ADDITIONAL PURCHASE OF SALT FROM CENTRAL SALT LLC IN THE AMOUNT OF \$60,000.00. FOR A TOTAL PURCHASE AMOUNT FROM CENTRAL SALT LLC IN THE AMOUNT OF \$120,000.00 FOR FISCAL YEAR 2018-2019. Point of Contact: Damon Hodges, City Administrator.

CLOSED SESSION

Notice is hereby given that the Mayor and Board of Aldermen may conduct a closed session, pursuant to the following statutory provisions:

- 610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys;
- 610.021 (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore;
- 610.021(3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information relating to the performance or merit of an individual employee is discussed or recorded; and/or
- 610.021(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

ADJOURNMENT

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
FEBRUARY 5, 2019
REGULAR SESSION NO. 45
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.

OPENING SESSION

Mayor Michael McDonough called the February 5, 2019 Board of Aldermen meeting to order at 7:02 p.m. and Alderman Karen Black provided the invocation and led the pledge of allegiance.

Roll Call

Roll was called by Jennifer Baird, City Attorney, and the attendance was as follows:

Present: Alderman Frank Hunt, Alderman Jason Greene, Alderman Mark Moore, Alderman Bill Van Buskirk, Alderman Derek Ward, Alderman Karen Black, Alderman Ryan Myers, Alderman Steve Meyers, Alderman Bonnaye Mims.

Absent: Alderman Jim Aziere

Presentations/Proclamations

Former State Representative, Tom McDonald, presented a proclamation to Chief Jim Lynch on behalf of Representative Jerome Barnes and the Missouri House of Representatives. Mayor McDonough presented a proclamation to Chief Jim Lynch regarding his upcoming retirement.

Public Comments

Tony Jacob, Raytown, MO, spoke regarding City business and an item on the meeting agenda.

Communication from the Mayor

Mayor McDonough spoke on the following:

- National Black History Month and the related community events
- Receiving the Olathe Chapter of the NAACP's Hero of Diversity Award
- SPIRIT Campaign in coordination with the Department of Justice
- Speaking to the St. Regis Academy about local government on January 30

Communication from the City Administrator

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

Committee Reports

Alderman Ward spoke regarding the recent Parks Board Meeting and the Mayor's visit to St. Regis Academy.

Alderman Meyers spoke regarding the Marketing Committee's progress.

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 January 15, 2019 Board of Aldermen meeting minutes.
Approval of the Special January 21, 2019 Board of Aldermen meeting minutes.

Alderman Mims, seconded by Alderman Myers, made a motion to adopt. The motion was approved by a vote of 9-0-1.

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

REGULAR AGENDA

NEW BUSINESS

2. Public Hearing: A public hearing to consider a change in zoning for property located at 10009 E. 59th Street.

Mayor McDonough opened the public hearing.

Ray Haydaripoor, Community Development Director, explained that staff is requesting that this item be continued to a date certain of February 19, 2019.

The item was continued to a date certain of February 19, 2019.

3. **FIRST READING: Bill No. 6498-19, Section XVI. AN ORDINANCE AMENDING CHAPTER 42 (TRAFFIC AND MOTOR VEHICLES), ARTICLE I (IN GENERAL), SECTION 42-1 (DEFINITIONS) AND ADDING SECTIONS TO ARTICLE XVI (STREET OBSTRUCTIONS) TO THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, PERTAINING TO TOW VEHICLES AND TOW BUSINESS.** Point of Contact: Jim Lynch, Police Chief.

The ordinance was read by title only by Jennifer Baird, City Attorney.

Major Randy Hudspeth remained available for any discussion.

Alderman Mims, seconded by Alderman Greene, made a motion to suspend the rules and hold an immediate second reading. The motion was approved by a vote of 8-1-1.

Ayes: Aldermen Mims, Greene, Hunt, Ward, Moore, Black, Meyers, Myers
Nays: Alderman Van Buskirk
Absent: Alderman Aziere

The ordinance was read for a second time by title only by Jennifer Baird, City Attorney.

Alderman Van Buskirk, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 9-0-1.

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

4. **R-3172-19: A RESOLUTION AMENDING THE FISCAL YEAR 2018-2019 BUDGET RELATED TO THE FINANCE DEPARTMENT.** Point of Contact: Missy Wilson, Assistant City Administrator, Interim Finance Director.

The resolution was read by title only by Jennifer Baird, City Attorney.

Missy Wilson, Assistant City Administrator, remained available for any discussion.

Alderman Greene, seconded by Alderman Black, made a motion to adopt. The motion was approved by a vote of 9-0-1.

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

Nays: None

Absent: Alderman Aziere

5. **R-3173-19: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT WITH KAPKE & WILLERTH L.L.C. FOR SPECIAL COUNSEL SERVICES AND APPROVING THE EXPENDITURE OF FUNDS WITH KAPKE & WILLERTH, L.L.C. IN EXCESS OF \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2018-2019. Point of Contact: Damon Hodges, City Administrator.

The resolution was read by title only by Jennifer Baird, City Attorney.

Damon Hodges, City Administrator, and Missy Wilson, Assistant City Administrator, remained available for any discussion.

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

The resolution was discussed.

Alderman Meyers made a motion to remove funding for Special Counsel Services from the agreement until staff has an exact dollar amount for these services.

Discussion continued.

Alderman Meyers' motion failed without a second.

Alderman Mims' motion to adopt, seconded by Alderman Myers, was approved by a vote of 7-2-1.

Ayes: Aldermen Mims, Myers, Greene, Moore, Hunt, Black, Ward

Nays: Aldermen Meyers, Van Buskirk

Absent: Alderman Aziere

6. **R-3174-19: A RESOLUTION** APPOINTING MAJOR RANDY HUDSPETH AS INTERIM CHIEF OF POLICE, EFFECTIVE FEBRUARY 15, 2019 AND SETTING FORTH THE DUTIES AND RESPONSIBILITIES. Point of Contact: Damon Hodges, City Administrator.

The resolution was read by title only by Jennifer Baird, City Attorney.

Damon Hodges, City Administrator, remained available for any discussion.

The resolution was discussed.

Alderman Greene, seconded by Alderman Meyers, made a motion to adopt.

Discussion continued.

The motion was approved by a vote of 9-0-1.

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

Nays: None

Absent: Alderman Aziere

Mayor McDonough called for a 5-minute recess.

Mayor McDonough reconvened the meeting at 8:07 p.m.

DISCUSSION ITEM(S)

7. National League of Cities Sewer and Water Line Insurance Program, Damon Hodges, City Administrator

Damon Hodges, City Administrator, presented the item and remained available for any discussion.

The item was discussed.

Lee Zell, Regional Account Director of Utility Service Partners, Inc., joined the discussion.

Discussion continued.

Alderman Myers, seconded by Alderman Mims, made a motion to direct staff to bring back a resolution for entering into an agreement with Utility Service Partners, Inc. The motion was approved by a vote of 8-0-1-1.

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

Nays: None

Absent: Alderman Aziere

Abstain: Alderman Moore

8. Raytown Parks Department Ballot Question, Dave Turner, Parks and Recreation Director

Dave Turner, Parks Director, presented the item and remained available for any discussion, along with Chris Rathbone, Parks Board Chair.

The item was discussed.

Alderman Greene made a motion to direct staff to bring back an ordinance putting the Parks Sales Tax question on the August 6, 2019 ballot.

Discussion continued.

Alderman Moore seconded Alderman Greene's motion.

Discussion continued.

The motion failed by a vote of 4-5-1.

Ayes: Aldermen Greene, Moore, Black, Meyers

Nays: Aldermen Mims, Hunt, Ward, Van Buskirk, Myers

Absent: Alderman Aziere

9. Sidewalks, Alderman Ryan Myers

Alderman Myers presented the item.

The item was discussed.

10. April 2, 2019 Election Education Materials, Alderman Ryan Myers

Alderman Myers presented the item.

The item was discussed.

Alderman Moore, seconded by Alderman Greene, made a motion to adjourn. The motion was approved by a vote of 9-0-1.

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

Nays: None

Absent: Alderman Aziere

ADJOURNMENT

The meeting adjourned at 9:56 p.m.

CITY OF RAYTOWN
Request for Board Action

Date: February 14, 2019
To: Mayor and Board of Aldermen
From: Teresa Henry, City Clerk

Resolution No.: R-3175-19

Department Head Approval: _____

City Administrator Approval: _____



Action Requested: Appointment of William McClendon to the Human Relations Commission.

Recommendation: Approve the appointment.

Analysis: The Human Relations Commission was re-established and reorganized pursuant to Ordinance 5332-09, which provides for the appointment of 13, plus one voting student member from each high school and adding an additional non-voting student advisory member from each high school. The members are appointed by the Mayor with the approval of the Board of Aldermen.

The term of the members is for three years and the terms are supposed to be staggered to provide consistent and experienced leadership.

Mayor McDonough recommends that William McClendon be appointed to fulfill a vacancy, which term will expire October 1, 2016.

Alternatives: Appoint someone else.

A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF WILLIAM MCCLENDON TO THE HUMAN RELATIONS COMMISSION

WHEREAS, the City of Raytown established a Human Relations Commission pursuant to Ordinance 4911-03 adopted September 2, 2003; and

WHEREAS, the Human Relations Commission was re-established pursuant to Ordinance 5332-09 adopted December 1, 2009 which provides for the appointment of 13 regular members, plus 1 voting student member from each high school and 1 non-voting student advisory member from each high school appointed by the Mayor with the approval of the Board of Aldermen; and

WHEREAS, the Mayor has recommended the appointment of William McClendon to fill a vacant unexpired three year term, ending October 1, 2020, or until a successor is duly appointed; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve such appointment;

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

THAT William McClendon, 6325 Cedar, Raytown, Missouri; is hereby appointed as a member of the Human Relations Commission to fill a vacant unexpired three-year term ending October 1, 2020 or until a successor is duly appointed;

FURTHER THAT this resolution shall be in full force and effect from and after the date of its passage and approval and any resolutions in conflict herewith are hereby superseded.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of February, 2019.

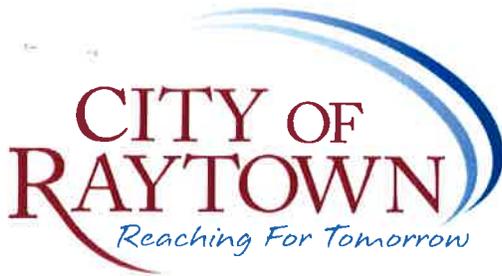
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney



City of Raytown

Boards and Commissions Application

Thank you for your interest in serving on one of the City of Raytown Boards and Commissions. Volunteers like you are essential to ensuring that your city government is responsive to the needs of the community.

Please help us place you in the most appropriate Board/Commission by completing this questionnaire.

Date: FEBRUARY 6, 2019

Name: M^cCLENDON WILLIAM AARON
Last First Middle

Address: 6325 CEDAR AVENUE RAYTOWN, MO. 64133
Street City Zip Code

Contact Information:

Phone: Day Evening Cell Fax E-Mail Address
(816) 778-6330

I want to serve on the HUMAN RELATIONS Board/Commission OR ANY OTHERS AVAILABLE

Because: I want to help increase the diversity of RAYTOWN by providing service to our city.

My strength(s) on this Board/Commission will be: leadership, collaboration, open-minded and willing to listen, but voice my opinion.

Education: RAYTOWN HIGH SCHOOL RAYTOWN, MO. 1994
High School City/State Date

FRIENDS UNIVERSITY BACHELOR OF ARTS 2006
Trade/College/University Degree Date
Management and Leadership

Post Graduate: WEBSTER UNIVERSITY MASTERS OF ARTS 2019
College/University Degree Date
Management and Leadership

Employment (Maximum 10 years):

Current: SELF-EMPLOYED OWNER
SHOW ME FISH AND CHICKEN 5220 BLUE RIDGE BLVD
Employer Address Position

Past: UNITED STATES AIR FORCE MILITARY POLICE 1995-2015
Employer Address Position Dates
RAYTOWN, MO. 64133

Past: JACKSON COUNTY FAMILY COURT YOUTH WORKER 2004-2015
Employer Address Position Dates
625 E. 26th St KANSAS CITY, MISSOURI

Community Involvement:

Organization	Leadership Position(s)	Membership Date(s)
1. <u>Mt. CARMEL MISSIONARY Baptist Church</u>	<u>Youth Leader</u>	<u>2013</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Do you have business or property interests that might place you in a conflict of interest situation should you be appointed to this Board/Commission? If so, please explain.

NO

Do you anticipate that there will be times when you will not be able to attend the Board/Commission meeting? If yes, how often do you anticipate this would occur?

YES, I AM SELF-EMPLOYED. I WORK SUN-SAT.

Mail to: Mayor's Office, 10000 East 59th Street, Raytown, MO 64133; or FAX: 816-737-6097.

CITY OF RAYTOWN
Request for Board Action

Date: February 8, 2019
To: Mayor and Board of Aldermen
From: Missy Wilson, Assistant City Administrator

Bill No.: 6499-19
Section No.: V-A

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Approve the KCATA contract for the Transit Services in Raytown.

Analysis: This is a demand-response public transportation service (Metro Service) that the City has provided under contract with the KCATA since April 2001. KCATA has Route #399-Raytown Flex and RideKC Freedom servicing the citizens of Raytown. In Fiscal Year 2018 approximately 7,063 trips were taken. Route #399 Full Fare is \$1.50 one-way fare/\$50 monthly pass or Reduced Fare (youth, Seniors 65 yr. old, and persons with disabilities) is \$0.75.

The hours of operation for the Route #399 are from 6:00 a.m. to 10:00 a.m.; and from 2:30 p.m. to 6:30 p.m., Monday through Friday. The proposed agreement would maintain that level of service at a cost of \$60,814.00. The operational cost is within the amount budgeted by the City for this service. This contract will be for a 12-month period that mirrors the City's budget year.

Alternatives: The City could choose not to participate in the Transit Service and risk losing this benefit for our citizens.

Budgetary Impact:

- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount Requested: \$60,814.00
Account: 204-00-00-100-53999
Fund: Transportation Sales Tax
Budget: \$60,814.00

AN ORDINANCE AUTHORIZING AND APPROVING A CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE KANSAS CITY AREA TRANSPORTATION AUTHORITY AND THE CITY OF RAYTOWN, MISSOURI IN AN AMOUNT NOT TO EXCEED \$60,814.00 FOR FISCAL YEAR 2018-2019

WHEREAS, the City of Raytown (the "City") is a city of the fourth class, with the authority pursuant to Chapter 70 of the Revised Statutes of the State of Missouri to enter into agreements with other political subdivisions; and

WHEREAS, the Kansas City Area Transportation Authority ("KCATA") is a body corporate and politic and a political subdivision of the states of Missouri and Kansas with the authority to enter into agreements with other political subdivisions; and

WHEREAS, a sound, efficient and viable public transportation system is essential to the socioeconomic well being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the City desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

WHEREAS, the public transportation facilities and services of most immediate concern are those estimated to be provided by the KCATA at a deficit, described generally in amounts and, more specifically, by formula set forth in Attachment "A" adopted in January, 1976, modified in August, 1977, revised in January, 1983, and December, 1997; and

WHEREAS, the City of Raytown desires to enter into an agreement with the KCATA for transit services as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

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 Contract for Transit Services by and between the Kansas City Area Transportation Authority and the City of Raytown, Missouri, attached hereto and incorporated herein by reference, is hereby authorized and approved in an amount not to exceed \$60,814.00.

SECTION 2 - EXECUTION OF CONTRACT. That the City Administrator is authorized to execute the Contract and all documents necessary to the performance thereof, and the City Clerk is authorized to attest to 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 March, 2019.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer Baird, City Attorney

KANSAS CITY AREA TRANSPORTATION AUTHORITY

Contract for Transit Service

RAYTOWN, MISSOURI

THIS CONTRACT, entered into this ____ day of _____, 2018, by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the "KCATA"), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas, and **RAYTOWN, MISSOURI** (hereinafter referred to as the "Community").

WITNESSETH:

WHEREAS, a sound, efficient and viable public transportation system is essential to the socioeconomic well being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the Community desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

WHEREAS, the public transportation facilities and services of most immediate concern are those estimated to be provided by the KCATA at a deficit, described generally in amounts and, more specifically, by formula set forth in Attachment "A" adopted in January, 1976, modified in August, 1977, revised in January, 1983, and December 1997.

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

A. Public Mass Transit Service

1. The Community requests public transportation services (hereinafter referred to as "Contract Service"), set forth in Attachment "B", be operated by the KCATA for the period November 1, 2018, through October 31, 2019, unless sooner terminated under Paragraph "7" of this Contract.
2. The level of service as generally set forth in Attachment "B" shall not be changed or be modified without the consent of the Community.
3. The computations and, more specifically, the formula contained in Attachment "A" attached hereto and made a part hereof, are the accepted methods for the determination of the estimated deficit of the Community.

4. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **\$60,814** estimate is based on the following components of cost and revenue to applied to this Agreement:

Local Service Cost	\$87,367
Passenger Revenue	<u>\$(2,900)</u>
Estimated Operating Loss	\$84,467
Less: Federal PM	(25,980)
Less: Missouri	(1,547)
Local Operating Share	\$56,940
Local Capital Share	<u>\$3,874</u>
Total Local Share	\$60,814

5. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract shall be the sum of **\$60,814**. If the actual total deficit and other factors are such that the KCATA deems the full Local Share is not required, the KCATA may require payment of less than the total Local Share, or reimburse the Community for a portion of the Local Share previously paid.
6. The method of payment of the Local Share provided for in Paragraph "4" is as follows:
- The Community's monthly Local Share will be one-twelfth of the Community's portion of the estimated total deficit amount.
 - The KCATA will invoice the Community for ninety percent (90%) of Community monthly Local Share by the 15th of the month preceding the month service will be provided. The Community is required to remit ninety percent (90%) of the monthly Local Share by the first of the month service will be provided.
 - By the 20th of the month following the month in which service was provided, the KCATA will provide the City's Director of Development and Community Affairs, or the City Designee, with reports showing service capital and operating costs and revenue for Contract Services. The report will also provide a reconciliation of subsidy amounts with the advance payment provided to in Sub-paragraph "b". The report will detail Local Share and Federal and State Share amounts used to cover the month's service deficit. Any balance of Local Share subsidy required by the reconciliation will be invoiced at this time, to be paid within ten days.
 - For the month of December, the monthly report and reconciliation provided for in Sub-paragraph "c", will not be prepared until the completion of the KCATA's annual audit. The invoice of November 15, provided for in Sub-paragraph "b" will require payment of the unexpended balance of the

Community's Local Share.

7. When the estimated total operating loss of **\$84,467** is reached, KCATA's obligation to furnish services shall terminate. If the actual operating loss exceeds the estimated operating loss in any two consecutive months of service, KCATA shall notify the Community. The Community and KCATA may mutually agree to amend this Contract to provide additional operating subsidy or to adjust the level of service so that the cost of such service will not exceed the contractual subsidy. If the Community and KCATA cannot agree on how to address the situation and costs do exceed the estimated loss, KCATA may terminate the service with 60 days notice.
8. If for any reason the KCATA is unable to obtain the federal or state assistance, and/or the State of Missouri Public Transit Operating Assistance Grant as provided for in Paragraph "4" of this Contract, the Community will be immediately notified and this contract will be amended to provide additional Local Share subsidy or to adjust the level of service. If a satisfactory amendment is not agreed to after a reasonable period, KCATA's obligation to furnish services will terminate.
9. The KCATA shall indemnify, save and hold the Community harmless from any and all damage, loss or liability of any kind whatsoever arising out of this Contract, including, but not limited to, any loss occasioned by reason of any injury to property or third persons occasioned, in whole or in part, by any act, omission, neglect or wrongdoing of the KCATA, or any of its officers, agents, representatives or employees. At its own cost and expense, the KCATA will defend all losses arising there from.
10. The Community recognizes that the KCATA, as the principal public transportation operator in the region, is obligated to conform to various regulations and requirements of the Federal Transit Administration in order to maintain its eligibility for financial assistance pursuant to the Federal Transit Act. In this regard, the Community agrees to cooperate with the KCATA in meeting said regulations and requirements and will not require the KCATA to violate said regulations and requirements. The Community will also cooperate with reasonable requests of the KCATA, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.
11. The Community, at its expense, shall have the right to cause an audit to be made of the books and records of the KCATA, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.
12. KCATA, at the direction of the Community, is reviewing the feasibility of alternative service options in order to improve customer service and efficiency. This includes modifications to the existing flex service, fixed-route options, and on-demand options. This analysis will be reviewed with the Community to inform future contracts.

B. Americans with Disabilities Act of 1990 Special Service Provision

WHEREAS, a contractual relationship with Raytown requires that the Community not require the KCATA to provide public transit services that are in conflict with the American with Disabilities Act of 1990 and subsequent federal regulations regarding compliance with this law, it is agreed:

1. The KCATA shall perform all functions necessary for the administration, management and operation of Complementary Paratransit inside the City of Raytown.
2. The Complementary Paratransit shall be provided through the department of the KCATA known as RideKC Freedom, and these services shall be called RideKC Freedom service inside Raytown.
3. Complementary Paratransit is defined in 49 C.F.R. Part 37. In general, Complementary Paratransit is required to provide a comparable level of service whereby when all aspects of a transportation system are analyzed, equal opportunities to use the transportation system exist for all persons - individuals with and without disabilities.
4. Raytown shall reimburse the KCATA for the net cost to the KCATA, which is paid by the KCATA to its contractors that provide the transportation services inside Raytown. Raytown shall not be charged for the KCATA's administrative or dispatching expenses related to the service.
5. There will be a \$5.00 fare per trip charged to participants using RideKC Freedom service inside Raytown.
6. The KCATA shall render invoices to the City which shall include information on the number of Raytown RideKC Freedom participants, the number of trips provided of each type (ambulatory or non-ambulatory), the average cost for each type of trip, the average trip length of each type of trip, the total cost, and the net cost.
7. In no way does this contract obligate the KCATA to ensure that any other services provided by Raytown, are in compliance with the Americans with Disabilities Act (ADA) of 1990 or subsequent regulations.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

KANSAS CITY AREA TRANSPORTATION AUTHORITY

By: _____
Daniel Serda, Chairman of the Board of Commissioners

ATTEST:

By: _____
Witness

COMMUNITY OF RAYTOWN, MISSOURI

By: _____
Name & Title: _____

ATTEST:

By: _____
Witness

ATTACHMENT "A"

REVENUE AND COST ALLOCATION PROCEDURES

The procedure to be used in determining passengers, direct operating expenses, indirect operating expenses, farebox revenue, and estimated loss for transit service shall be as follows:

- A. Passengers and Revenue** - The number of passengers and the amount of revenue reported will be derived from electronic farebox reports.
1. Revenue figures are computed as follows:
 - a. Total Fare Revenue is the total farebox revenue plus pass sales proration.
 - b. Pass Sales proration for a line is the Pass Sales Revenue multiplied by a pass utilization factor as determined by data from electronic fareboxes.
 2. Passenger types - definitions
 - a. Intra-city passenger - a passenger boarding and alighting in the same jurisdiction.
 - b. Inter-city passenger - a passenger who boards in one jurisdiction and alights in another.
 3. Computation of inter-city and intra-city passengers
 - a. Intra-city passengers for each subsidizing jurisdiction will be determined by multiplying total passengers by the appropriate intra-city passengers ratios as determined by periodic activity checks. An intra-city passenger ratio is the ratio of passengers who both board and alight a bus within that community to total route passengers on the line.
 - b. Inter-city passengers for the route will be determined by subtracting the intra-city passengers from the total route passengers.
- B. Direct Operating Expenses** - Each route shall be charged direct labor and benefits on the basis of scheduled pay hours (including allowances, spread, guarantee, and overtime) times the fully burdened operator cost per hour of service for each type of bus used (Large, Small, or Metroflex). Each route shall be charged fuel and tire expense for the same type of bus used (Large, Small or Metroflex) in the proportion of route miles per type of bus to total

system miles for the same type of bus.

- C. **Indirect Operating Expenses** - Indirect operating expenses shall be allocated to each route on the ratio of route miles to total system miles for the same type of bus used (Large, Small, or Metroflex). Indirect operating expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expense, and a contribution to self-insured reserves for revenue vehicle and workers compensation.
- D. **Estimated Net Income or Loss - Intra-City Routes** - Estimated net income or loss for each route shall be calculated by subtracting total fare revenue for each route from the total operating expenses for each route.
- E. **Allocation of Net Income or Loss on Inter-City Routes.**
 - 1. **Suburban Express Routes**
 - a. A suburban express route is a route or portion of a route that is designed to serve inter-city passengers and suburban community intra-city passengers, and does not serve Kansas City, Missouri, intra-city passengers.
 - b. Net income or net losses of inter-city routes shall be prorated among the subsidizing jurisdictions by calculating the net loss per passenger (total operating expense less total fare revenue) and then multiplying the net loss per passenger by the number of passengers boarding in each jurisdiction.
 - 2. **Local Service Inter-City Routes**
 - a. A local service inter-city route is a route designed to serve Kansas City, Missouri, intra-city passengers, as well as inter-city passengers and suburban community intra-city passengers.
 - b. Revenue shall be credited among subsidizing jurisdictions by assigning intra-city passenger revenue to the jurisdiction in which the trips are made. Inter-city passenger revenue shall be assigned by calculating the revenue per inter-city passenger and then by multiplying the revenue per inter-city passenger by the number of inter-city passengers boarding in each jurisdiction.
 - c. Operating costs shall be allocated among subsidizing jurisdictions as follows:
 - (1) Direct labor costs shall be allocated on the basis of operator cost per hour of service multiplied by the actual time operated in each jurisdiction.
 - (2) Fuel and tire expense in the proportion of miles in each jurisdiction

to total system miles.

(3) Indirect operating expense in the proportion of miles in each jurisdiction to total system miles.

d. The Net Income or Loss for each jurisdiction is calculated as the sum of direct labor cost, fuel and tire expense, and indirect operating expense, less passenger revenue credit.

- F. Capital Expense** - Each jurisdiction will be charged capital expense, prorated on community miles to system miles, to be used for the acquisition of buses, facilities and other equipment. The capital charge may be used for the purchase of vans for a vanpool operation that will facilitate in providing a regional transit system. Such vanpool operation must provide service to or from the Community that is reasonable when compared to the amount of the Community's capital contribution for the vans.
- G. Enclave Communities** - Local service inter-city routes operating from a part of Kansas City, Missouri, through another jurisdiction and into another portion of Kansas City, Missouri, will be treated differently for the allocation of Net Income or Loss. The Net Income or Loss for the intermediate (enclave) jurisdiction will be based on 50% of the calculated cost for that jurisdiction per Item "E". The remaining 50% of the calculated cost within the intermediate jurisdiction will be allocated to Kansas City, Missouri.
- H. For Service Implemented After December 31, 1997** – Service implemented after December 31, 1997, that is above the service level that exists as of December 31, 1997, will be allocated costs as stated in other sections of this Attachment, except for Indirect Operating Expenses. Indirect Operating Expenses shall be allocated to such service based on 45 percent of the ratio of route miles to total system miles for each type of bus. Indirect Operating Expenses include all expenses except direct labor and fuel and tire expense; such as maintenance cost, vanpool operations, administrative and overhead expense, etc.

ATTACHMENT "B"

CITY OF RAYTOWN

CONTRACT SERVICE

One route will provide service within the Raytown city limits. Service, including peak and mid-day is as follows:

Route #399--Raytown Flex provides demand-response service throughout all of Raytown and parts of Kansas City, Missouri, Monday through Friday, 6:00 a.m. to 10:00 a.m. and 2:30 p.m. to 6:30 p.m. Service will be provided with 1 bus. Reservations may be requested by calling the KCATA "Metroflex" office at (816) 346-0802.

- **Full Fare:** \$1.50 one-way fare/\$50 monthly pass
- **Reduced Fare:** \$0.75 reduced one-way fare/\$25 reduced monthly pass
 - Reduced fares are available for Medicare Cardholders, youths 12 to 18 years of age, seniors 65 years old and over, and persons with disabilities. One must present a Metro Reduced Farecard or Medicare Card to purchase a reduced fare or a reduced fare monthly pass. Applications for the Metro Reduced Farecard are available through calling (816) 221-0660.

ATTACHMENT "C"

PERFORMANCE MONITORING

1. The KCATA agrees to provide timely information on all transit related matters affecting the City to the City's designated transit liaison.
2. The KCATA and the City will work together to seek additional funding opportunities to support transit service in Raytown.

CITY OF RAYTOWN
Request for Board Action

Date: February 12, 2019
To: Mayor and Board of Aldermen
From: Sergeant Gary Davis#1155

Resolution No.: R-3176-19

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: Approval of the resolution for the Fiscal Year 2020 MODOT Highway Safety Crash Reduction/Hazardous Moving Enforcement Grant Application.

Recommendation: Approval of the Resolution by the Board.

Analysis: Resolution approving the Hazardous Moving Grant application from the Missouri Department of Transportation Highway Safety Division for the 2020 Fiscal Year. If awarded, the billed hours worked by officers of the Raytown, Missouri Police Department will be reimbursed at the rate of 100%. The Raytown Police Department intends to utilize these funds to decrease hazardous driving related offenses and crashes within the Raytown city limits.

The grant, if awarded, allows for \$4,063.00 dollars to be used for overtime assignments, and the purchase of an additional Stalker brand, handheld radar instrument and will be reimbursed at 100% to the city. In addition, the grant will reimburse the cost of sending one officer to the annual LETSAC conference for additional training. There is no match required by the City for this grant.

Alternatives: The City/Board of Aldermen could choose not to approve the resolution for the application of grant funding, in which case existing Police resources would be used to attempt to achieve similar results regarding hazardous moving violation enforcement and crash abatement.

Budgetary Impact:

Not Applicable

Additional Reports Attached: Hazardous Moving Grant Application

A RESOLUTION AUTHORIZING AND APPROVING PARTICIPATION BY THE CITY IN THE MISSOURI DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY CRASH REDUCTION/HAZARDOUS MOVING ENFORCEMENT PROJECT AND AN APPLICATION FOR GRANT FUNDING IN CONNECTION WITH THE HIGHWAY SAFETY CRASH REDUCTION/HAZARDOUS MOVING ENFORCEMENT GRANT FOR SUCH PURPOSES

WHEREAS, the City of Raytown (the "City") has participated in the Missouri Department of Transportation's Highway Safety Crash Reduction/Hazardous Moving Enforcement Grant project in the past and desires to do so in the future; and

WHEREAS, grant funding is available from the State of Missouri for such purposes and the City desires to submit an application for such funding to enhance its Police Department operations; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve participation in the hazardous moving violations enforcement project along with an application for grant funding in connection with such project;

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

THAT participation in the Highway Safety Crash Reduction/Hazardous Moving Enforcement Project of the Missouri Department of Transportation is hereby approved; and

FURTHER THAT an Application for a Highway Safety Crash Reduction/Hazardous Moving Enforcement Grant in the amount of \$4,063.00 is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute the application along with any and all other documents necessary or incidental thereto and to take any and all actions necessary to effectuate the terms of the grant application and program participation.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th of February, 2019.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney



Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2019 through September 30, 2020

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

(Application due by March 01, 2019)

Agency: Raytown Police Dept. **Agency ORI#:** MO0481000
Address: 10000 E. 59th St. **Federal Tax ID#:** 446005511
DUNS #: 030714448
City: Raytown **State:** MO **Zip:** 64133-3915 **County:** Jackson
Phone: 816-737-6106 **Fax:** 816-737-6137
Contact: Sgt. Gary Davis **Email:** davisg@raytownpolice.org
Jurisdiction: Urban **Jurisdiction Population:** 36,000
Targeted Population: All Drivers

Project activity for which your agency is requesting funding:
Hazardous Moving Violation

Project Title: HMVE Enforcement **Requested Amount:** \$4,063.00
Brief Description: Hazardous Moving Vehicle Enforcement

Jim Lynch

Authorizing Official

Chief Jim Lynch

Authorizing Official Signature

Chief of Police

Authorizing Official Title

PROBLEM IDENTIFICATION

Aggressive driving can be any one of us, when we make the choice to drive over the speed limit; change lanes several times in a short distance and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifelong consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the last five years, the combination of aggressive driving behaviors contributed to 53 percent of fatalities and 46 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Nearly 37 percent of all Missouri fatalities over the last five years were speed-related.

The City of Raytown is home to approximately 30,000 people and landlocked by Kansas City Missouri, the largest city in the state of Missouri. The population of Raytown is a misnomer, as thousands of vehicles travel through the city via the MO 350 corridor in a 24 hour period. In addition, the city also has numerous highly traveled arteries such as Raytown Road, Blue Ridge Blvd, Blue Ridge Cut-Off, 63rd Street, 87th Street and Gregory Blvd. Each of these streets is heavily traveled all hours of the day by both commercial and non commercial motor vehicle traffic.

Given the size of Raytown Missouri, the number of crashes within the city limits appears to be disproportionate to it's population, and the city has experienced an increase of overall crash numbers within the last three years 2015-2017, (2186).

The ability of an officer to enforce the traffic code via the HMVE grant will decrease the opportunity for aggressive driving within the city limits, thus decreasing the overall number of motor vehicle, and pedestrian involved crashes.

The use of the HMVE grant will also allow more police officers the ability to concentrate extra traffic enforcement during the peak hours of times designated to be "high crash" times. With a higher number of extra police officers patrolling these areas, providing enforcement in the main areas of the city, the number of injury, non-injury and fatality crashes will reduce. An increase in added enforcement will also add in the detection, apprehension and arrest of a larger number of intoxicated drivers which could potentially cause serious, if not fatal motor vehicle crashes.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on an annual average increase of 5.75 percent in aggressive driving fatalities 2012-2017, Missouri is projecting 331.7 five-year average speed related fatalities by December 31, 2019.

Other Performance Measure Goals

1. Based on an annual average increase of 2.53 percent in aggressive driving related fatalities from 2012 to 2017, Missouri is projecting 482.3 five-year average aggressive driving related fatalities by December 31, 2019.

Objective #1:

To decrease the overall number of crashes within the city limits with an emphasis on peak hours 3:00 p.m. through 7:00 p.m. during weeknights in general. Just over 90% of all crashes within the city limits occurred between 3:00 p.m. and 4:00 p.m. on weekdays, with an additional spike on Friday evenings from 4:00 p.m. through 6:00 p.m.. Assigned to the Raytown Police Department are 36 sworn officers within the patrol and investigation divisions. These assigned officers, including command staff, will concentrate heavy traffic enforcement measures on the days listed above in an attempt to reduce traffic violations, which are the potential cause of injury and non-injury motor vehicle crashes. In addition, the extra enforcement measures will be able to apprehend more DWI offenders within the city limits.

Performance Measure:

Number of overall crashes in 2017, during peak hours, according to Raytown Police statistics.

Objective #2:

To decrease the overall number of crashes within the city limits of Raytown Missouri. Using the HMVE funded grants, the Raytown Police Department saw a reduction in motor vehicle crashes from 862 in 2017, to 775 in 2018. With the continued application of grant work, and the successful addition of another hand held radar unit in 2018, crash numbers were reduced according to Raytown Police Department statistics.

Enforcement of aggressive driving to decrease the previous years statistics shall be the performance measure of the HMVE grant. A reduction to 750 crashes in 2019, and 720 in 2020 is the ultimate goal, with the addition of yet another radar instrument.

PROJECT DESCRIPTION

The use of the HMVE traffic grant will allow more officers the ability to concentrate extra traffic enforcement during the peak hours of times designated to be "high crash" times. With a higher number of extra officers patrolling these areas, providing enforcement in the main areas of the city, the number of injury, non injury, and fatality crashes will reduce.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11 If YES, please explain.	
<p>The Raytown Police Department has lost officers with the reduction of the police budget, which has made extra enforcement difficult. With this being said, it is imperative that more time be spent on enforcing local and state traffic laws, concentrating on the continual effort to reduce motor vehicle crashes and to protect the lives of motorists on local roads and state highways. The number of sworn officers available to work funded grants has remained unimpaired even with a reduction of staff.</p>	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
<p>Within the course of the last year and a half, staffing levels were moderately affected by budget cuts that occurred within the police department. With this being said, the department has hired numerous new officers that have expressed interest to participate with the funded grant work. In addition to the new officers that have been deployed to the streets, specialized units such as investigations has also been enlisted to assist with the expenditure of the granted balances. This is an approach which had not been previously used, and will continue through the upcoming budget years.</p>	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No

16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year? No

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).

Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.

18 Total number of DWI violations written by your agency.	9
19 Total number of speeding violations written by your agency.	63
20 Total number of HMV violations written by your agency.	193
21 Total number of child safety/booster seat violations written by your agency.	0
22 Total number of safety belt violations written by your agency.	16
23 Total number of sobriety checkpoints hosted.	0

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24 Total number of traffic crashes.	2186
25 Total number of traffic crashes resulting in a fatality.	4
26 Total number of traffic crashes resulting in a serious injury.	35
27 Total number of speed-related traffic crashes.	72
28 Total number of speed-related traffic crashes resulting in a fatality.	1
29 Total number of speed-related traffic crashes resulting in a serious injury.	32
30 Total number of alcohol-related traffic crashes.	86
31 Total number of alcohol-related traffic crashes resulting in a fatality.	0
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	31
33 Total number of unbuckled fatalities.	2
34 Total number of unbuckled serious injuries.	7

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	36
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36 Total number of commissioned patrol and traffic officers.	36
37 Total number of commissioned law enforcement officers available for overtime enforcement.	36
38 Total number of vehicles available for enforcement.	12
39 Total number of radars/lasers.	4
40 Total number of in-car video cameras.	12
41 Total number of PBTs.	4
42 Total number of Breath Instruments.	1

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

The primary enforcement concentration are will include the MO 350 Highway corridor. This area in itself is known for an extreme amount of motor vehicle crashes due to excessive hazardous driving. In addition, officers will concentrate enforcement efforts on other heavily traveled , problematic roadways within the city limits of Raytown Missouri. These roadways include Raytown Road, 63rd Street, James A. Reed Road, 55th Street, and Blue Ridge Cut-Off. The majority of these streets have lower speed limits, and although they are primarily residential, are still heavily traveled by motorists who reside, and don't reside within the city limits of Raytown Missouri. With this being said, these streets are the most commonly complained about, and have the highest volume of injury and non-injury crash related calls for service. These areas yield the highest complaints in regard to high speed driving, stop sign violations, and other careless and imprudent means of vehicle operation, as well as the highest number of DWI related arrests.

44 Enter the number of enforcement periods your agency will conduct each month. 4

45 Enter the months in which enforcement will be conducted.

This project will be conducted weekly, on a year round basis.

46 Enter the days of the week in which enforcement will be conducted.

This project will be conducted regardless of the day of the week, however, emphasis will be placed on afternoon and evening hours, as well as all holidays which are typically associated with alcohol consumption.. (St. Patrick's Day, Fourth of July, etc.)

47 Enter the time of day in which enforcement will be conducted.

Officers will try to concentrate the majority of their enforcement hours between the hours of 3:00 PM and 11:00 PM, Monday through Thursday, as these are peak hours for both injury and non-injury motor vehicle crashes to occur within the city limits of Raytown Missouri. On Fridays and Saturdays, officers will try to begin enforcement near the same time, but will continue efforts into the evening and overnight hours in an attempt to locate and apprehend drivers impaired by alcohol.

48 Enter the number of officers assigned during the enforcement period. 1

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

The Raytown Police Department is comprised of 36 sworn officers. Assigned to these officers are four hand held radar instruments. The police department has been unable fund repair for four other hand held units which are broken beyond repair, and the current re certification of three in car radar, two motorcycle mounted, and one LIDAR instruments due to restrictions to the budget. In 2018, the Raytown Police Department experienced a large reduction in budget, and is currently unable to purchase majorly needed radar equipment used to curb the excessive amount of hazardous driving that is occurring within the city limits. If provided, the Raytown Police Department will be able to offer an additional LIDAR radar unit for patrol officers to employ during their daily patrol functions. With this being said, the addition of one LIDAR radar unit will allow each patrol squad to issue an instrument to each on duty officer, thus making a drastic influence on the reduction of speed related crashes and complaints within the city. The use of radar instruments also aids in the detection and apprehension of impaired drivers.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The Raytown Police Department will focus on timely submission of reimbursement vouchers on a monthly basis, providing the proper documentation to support expenditures. The public will also be made aware on the focus by police in "high crash" areas using social media, media releases.

ADDITIONAL FUNDING SOURCES

#1. Bureau of Justice Assistance Grant (2018 Bulletproof Vest Partnership):
Awarded \$9,285.54 - 04/01/2018 - 08/31/2020

#2. Department of Justice (JAG) Grant:
Awarded \$10,681.00 - 10/01/2018 - 09/30/2021

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Equipment							
	Radar	One Stalker XS LIDAR radar instrument	1	\$1,813.00	\$1,813.00	\$0.00	\$1,813.00
					\$1,813.00	\$0.00	\$1,813.00
Personnel							
	Overtime and Fringe	Officer Overtime	1	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
					\$1,500.00	\$0.00	\$1,500.00
Training							
	Professional Development	LETSAC Conference For One Officer	1	\$750.00	\$750.00	\$0.00	\$750.00
					\$750.00	\$0.00	\$750.00
Total Contract					\$4,063.00	\$0.00	\$4,063.00

ATTACHMENTS

Document Type

Description

Original File Name

Date Added

CITY OF RAYTOWN
Request for Board Action

Date: February 12, 2019 **Resolution No.:** R-3177-19
To: Mayor and Board of Aldermen
From: David Turner, Director of Raytown Parks Department

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____



Action Requested: Authorize and approve the Raytown Live Music Series, for the 2019 summer season.

Recommendation: Raytown Live planning committee recommends the event for approval.

Analysis: The City of Raytown planning committee for the Raytown Live Music Series would like to request approval from the Board of Alderman to continue the Raytown Live Music Series for the 2019 summer season.

The committee is planning on hosting 5 nights of music on the second Saturday of every month May through September in 2019. The Committee is requesting to use the Raytown City Green Space for the events, and host music from 7:00 p.m.-9:00 p.m. on the second Saturdays. Events will be funded through sponsorships and donations.

The Planning Committee will also plan for food trucks and possibly vendors to sell their wares for the spectators and participants of the events.

Alternatives: Do not approve the request to host the 2019 Raytown Live Music Series and do not host the music events for the public at the City Green Space.

Budgetary Impact:

Not Applicable

Account Number(s): 201-92-00-100-54500 Parks Program budget
Department: Raytown Parks Department
Amount to Spend: Depends solely on funds collected

A RESOLUTION SUPPORTING THE MAYOR'S AD HOC EVENT COMMITTEE IN THEIR EFFORTS TO ORGANIZE A SUMMER CONCERT SERIES ON THE CITY'S GREENSPACE IN THE CENTRAL BUSINESS DISTRICT

WHEREAS, the City of Raytown owns property in the central business district; and

WHEREAS, the Mayor has appointed an Ad Hoc Event Committee to explore and organize a summer concert series to be held on the City's property in the central business district; and

WHEREAS, the Raytown Park Board passed a resolution to support the summer concert series and assigned staff to assist with the organization of the series; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to support the organization of a summer concert series to be held on the City's property in the central business district;

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

THAT, support of the Mayor's Ad Hoc Event Committee in their efforts to organize a summer concert series known as Raytown Live is hereby approved;

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th day of February, 2019.

ATTEST:

Michael McDonough, Mayor

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

CITY OF RAYTOWN
Request for Board Action

Date: February 15, 2019

Resolution No. R-3178-19

To: Mayor and Board of Aldermen

From: Dave Turner, Parks and Recreation Director

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: Approve a resolution authorizing payment not to exceed \$20,613.65 to Radmacher Brothers Excavating Company Inc. for Parks and Recreation Department parking lot overlay.

Recommendation: Approve the resolution.

Analysis: The City of Raytown Public Works Department issued an invitation to bid for the 59th Street Repair Project and the City found that Radmacher Brothers Excavating Company, Inc. met all of the qualifications and entered into an agreement for the 59th Street Repair Project pursuant to Resolution R-3132-18, approved on October 2, 2018

During repair of 59th Street, it was considered that the Raytown Parks and Recreation Department parking lot was in need of overlay and we were able to take advantage of the economies of scale to get a lower price for the service. The parking lot overlay was included in the fiscal year 2018-2019 budget.

Budgetary Impact:

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

Amount: \$20,613.65
Account Number(s): 201.92.000.100.57000
Department: Parks and Recreation
Fund: Park Fund

Additional Reports Attached: Invoice and Resolution R-3123-18.

A RESOLUTION ACCEPTING THE PROPOSAL OF RADMACHER BROTHERS EXCAVATING COMPANY INC. TO PROVIDE OVERLAY SERVICES AT 5912 LANE AND APPROVING PAYMENT FOR SUCH SERVICES IN THE AMOUNT OF \$20,613.65

WHEREAS, the City of Raytown (the "City") issued an invitation to bid for the 59th Street Repair Project; and

WHEREAS, pursuant to Resolution R-3132-18, the City entered into an Agreement with Radmacher Brothers Excavating Company Inc. for the 59th Street Repair Project; and

WHEREAS, during the repair of 59th Street, it was considered that overlay services were needed and budgeted for the fiscal year 2018-2019 budget at the Raytown Parks and Recreation Department parking lot, located at 5912 Lane; and

WHEREAS, the parking lot at 5912 Lane was repaired to take advantage of the economics of scale to get a lower price for the service; and

WHEREAS, the Board of Aldermen find it is in the best interests of the City to accept the proposal of Radmacher Brothers Excavating Company Inc. and to approve payment for such services in the amount of \$20,613.65.

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

THAT the proposal of Radmacher Brothers Excavating Company Inc. to provide overlay services at 5912 Lane is hereby accepted, ratified and approved;

FURTHER THAT the City Administrator is hereby authorized to make payment to Radmacher Brothers Excavating Company Inc. in the amount of \$20,613.65 for performing such services.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 19th of February, 2019.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney



2201 N. 7 Highway, Suite B * Pleasant Hill, MO 64080 * 816 540-3614 * 816 540-4444 fax

INVOICE (REVISED)

February 12, 2019

To:
City of Raytown
Parks & Recreation Dept.
10000 East 59th Street
Raytown, MO 64133

Re: Parking Lot Work

Milled the existing asphalt beside all concrete, concrete curbs and entryways, approximately 2" to 0" across in depth. Prepared by cleaning asphalt free of dust, dirt and debris using industrial blowers and broom. Debris removed from the job site. Sprayed SS1H TAC coat.

Applied a single layer of surface asphaltic concrete approximately two inches thick. Approximate area 9,720 sq. ft. A rubber tire steel roller was used for compaction.

All work was completed in one mobilization.

	\$21,013.65
Less Damage to Siding & Downspout	<u>400.00</u>
TOTAL	\$20,613.65

THANK YOU !!

RESOLUTION NO. R-3132-18

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH RADMACHER BROTHERS EXCAVATING COMPANY INC. FOR THE 59th STREET REPAIR PROJECT IN AN AMOUNT NOT TO EXCEED \$392,292.00 AND AMEND THE FISCAL YEAR 2017-2018 BUDGET

WHEREAS, the City of Raytown (the "City") issued a invitation to bid for the 59th Street Repair Project within the City; and

WHEREAS, the Public Works Department received three (3) bids in response to the invitation and has determined that the bid submitted by Radmacher Brothers Excavating Company, Inc. in the amount of \$341,123.00 for the 59th Street Repair Project was the most advantageous bid received; and

WHEREAS, the City finds Radmacher Brothers Excavating Company, Inc. meets all of the qualifications as the lowest and best bidder for the project; and

WHEREAS, in order to fund the project, it is necessary to amend the Fiscal Year 2017-2018 budget; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Radmacher Brothers Excavating Company, Inc. in an amount of \$341,123.00 for the 59th Street Repair Project; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorized and approve an additional \$51,169.00 to cover any unforeseen circumstances that may arise from the repair services for a total amount not to exceed \$392,292.00.

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

THAT the Agreement by and between the City of Raytown and Radmacher Brothers Excavating Company Inc., in an amount not to exceed \$341,123.00 for the 59th Street Repair Project, in substantially the same form attached hereto as Exhibit "A" and incorporated herein by reference, is hereby approved; and

FURTHER THAT, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorized and approve an additional \$51,169.00 to cover any unforeseen circumstances that may arise from the repair services for a total amount not to exceed \$392,292.00; and

FURTHER THAT the Fiscal Year 2017-2018 budget approved by Resolution R-3031-17 is hereby amended as follows:

FROM:

Account No.: 402-00-00-100-39999
Amount: \$392,292.00
Fund: Unappropriated Fund Balance

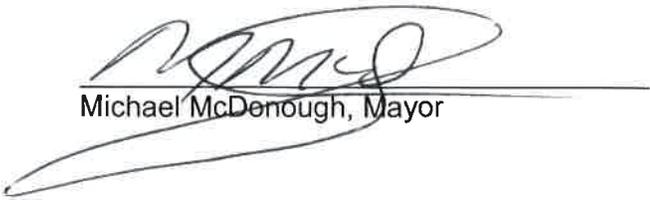
TO:

Account No.: 402-62-00-100-57000
Amount: \$392,292.00
Fund: Capital Expenditures

RESOLUTION NO. R-3132-18

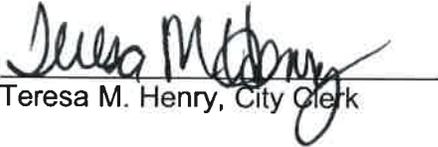
FURTHER, THAT the City Administrator is hereby authorized to execute on behalf of the City a contract with Radmacher Brothers Excavating Company, Inc. together with the authority to execute any and all other documents and to take any and all other actions required to effectuate the terms of such agreement and exercise the authority granted herein.

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



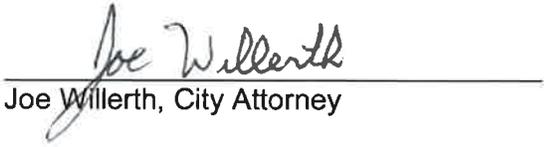
Michael McDonough, Mayor

ATTEST:



Teresa M. Henry, City Clerk

APPROVED AS TO FORM:



Joe Willerth, City Attorney

**CITY OF RAYTOWN
Request for Board Action**

Date: February 14, 2019
To: Mayor and Board of Aldermen
From: Damon Hodges, City Administrator

Resolution No.: R-3179-19

Department Head Approval: _____

City Administrator Approval: _____



Action Requested: Approve an agreement with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America.

Recommendation: Staff recommends approval as submitted.

Analysis: Sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City. The National League of Cities has endorsed this product for its member cities and staff would like to make this opportunity available to residential property owners.

Additional Reports Attached: Agreement.

A RESOLUTION AUTHORIZING AND APPROVING A MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City; and

WHEREAS, the City desires to offer residential property owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products as set forth in Exhibit "A" or as otherwise agreed in writing from time-to-time by the parties; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of Raytown to enter into a Marketing Agreement with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America in order to market such projects to residential property owners.

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

THAT the Marketing Agreement by and between the City of Raytown, Missouri and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America as set forth in Exhibit "A" is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all other documents necessary 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 19th day of February, 2019.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of _____, 20__ ("**Effective Date**"), by and between the City of Raytown, Missouri ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Residential Property Owner**"); and

WHEREAS, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** City hereby grants to Company a non-exclusive license ("**License**") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of Company during the Term and any Renewal Term of this Agreement.
3. **Term.** The term of this Agreement ("**Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("**Renewal Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this

Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.**

A. As consideration for such license, Company will pay to City a License Fee as set forth in Exhibit A ("**License Fee**") during the term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Indemnification.** Company hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnitee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Mayor Mike McDonough
City of Raytown
10000 E. 59th Street
Raytown, MO 64133
Phone: (660) 379-2515

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (866) 974-4801

7. **Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

8. **Assignment.** This Agreement and the License granted herein may not be assigned by Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of the City, such consent not to be unreasonably withheld.

9. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

10. **Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Missouri. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

11. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

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

CITY OF RAYTOWN

Name:

Title:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Sales Officer

Exhibit A
NLC Service Line Warranty Program
City of Raytown
Term Sheet
January 15, 2019

I. Initial Term. Three years

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Residential Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

- a. City logo on letterhead, advertising, billing, and marketing materials
- b. Signature by City official

III. Products.

- a. External water service line warranty (initially, \$5.75 per month)
- b. External sewer/septic line warranty (initially, \$7.75 per month)
- c. Interior plumbing and drainage warranty (initially, \$9.99 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External water service line warranty:
 - Homeowner responsibility: From the meter and/or curb box to the external wall of the home.
 - Covers thawing of frozen external water lines.
 - Covers well service lines if applicable.
- b. External sewer/septic line warranty:
 - Homeowner responsibility: From the exit point of the home to the main.
 - Covers septic lines if applicable.
- c. Interior plumbing and drainage warranty:
 - Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage warranty Product via in-bound channels only.

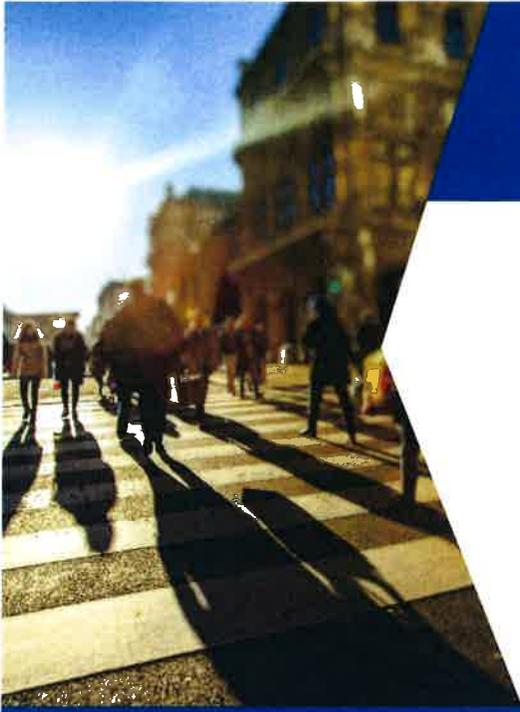


NLC Service Line Warranty Program Highlights

- The only utility line warranty program endorsed by the National League of Cities (NLC)
- Endorsed by multiple state leagues
- Over 400 municipalities participating nationwide
- No cost to or liability for the city to participate
- Ongoing revenue stream for city
- Educates homeowners about their lateral line responsibilities
- Utility Service Partners (USP) handles all marketing and management of the program
- 24/7/365 bilingual customer service
- All repairs performed to city code by local, licensed contractors
- Reduces calls from residents to City Hall for lateral water and sewer line issues
- Homeowner billed by NLC Service Line Warranty Program
- Provides residents an affordable solution that covers cost of repairs to water and sewer lines for which the homeowner is responsible
- Saved more than 140,000 homeowners across the country over \$90 million in water and sewer service line repair costs
- No public funds are used in the marketing, distribution or administration of the NLC Service Line Warranty Program
- The NLC Service Line Warranty Program must be supported by the city into which it is being introduced before any warranty offer letters are mailed to homeowners in the community

PARTICIPATING CITIES (SAMPLE OF OVER 400)

Phoenix, AZ	East Point, GA	Edgewood, KY	Fairfield, OH
Tucson, AZ	Franklin Park, IL	District Heights, MD	Tulsa, OK
San Diego, CA	El Dorado, KS	Clawson, MI	Scranton, PA
Ft. Lauderdale, FL	Hillsboro, KS	Dayton, OH	Madison, WI



NLC Service Line Warranty Program Overview

What We Do

The NLC Service Line Warranty Program offers affordably priced emergency repair/replacement plans to address aging private sewer and water infrastructure. Customers call to receive prompt emergency repairs provided by local, licensed and insured contractors.



Water Line



Sewer Line



Interior Plumbing

Benefits to Homeowners

Many homeowners are not aware of their responsibility for their service lines until they have a repair emergency. When they call the city, they often find that they are faced with a costly repair and that the city can't help them. Over the past three years, we have performed over 1.1 million repairs, saving our customers over \$341 million!



Convenience

- 24/7/365 claims hotline, including holidays
- No need to search for a qualified contractor in an emergency



Peace of Mind/Trust

- Fully vetted, licensed and insured local contractors
- Covered repairs guaranteed for one year



Financial Protection

- No deductibles or trip fees
- Affordably priced coverage
- 30-day money-back guarantee with ability to cancel at any time

Over 400

partners across North America participate in the program!



For more information contact:
1-866-974-4801 or
partnerships@utilitysp.net

NLC NATIONAL LEAGUE OF CITIES
CITIES STRONG TOGETHER

Administered by

Utility Service
Partners, Inc.

a HomeServe Company



NLC Service Line Warranty Program Resident Testimonials

"I am very impressed with this program. I am on a limited income and this has been a tremendous help to me."

– Gayle M., Daly City, CA

"City chose an excellent service provider. Very thorough!"

– Stuart G., Tucson, AZ

"I am one of the city council people who voted in favor of the program; have used it myself to good result."

– Chris V., St. Clair Shores, MI

"From my first phone call until the work was done, I have never had a company respond and get work done so fast. The crew was knowledgeable and polite."

– Arlene H., Englewood, CO

"I don't know why every city in the U.S. wouldn't offer this protection to its citizens."

– Vickie S., Marshalltown, IA

"I already told a neighbor how easy and wonderful your service is and he signed up. North Las Vegas did an outstanding job partnering with you. You did an outstanding job fixing our leak. You have a longtime customer."

– Nancy S., Las Vegas, NV

"Everyone should have it. It is a smart investment."

– Janette M., Green River, WY

"We are very glad that we signed up for your coverage. It has saved us a lot of money."

– Charles R., Hurst, TX

"This service is wonderful. If we had called a plumber on our own we would have had to wait a day or two. This service was COMPLETE in less than four hours."

– Milton N., Columbia Heights, MN

"No services anywhere else we have could hold a candle to this service. We are never put on hold. If we need you, there is always someone right here."

– Kenny H., Maysville, KY

For more information contact:

1-866-974-4801 or **partnerships@utilitysp.net**



**BBB Torch Award for
Marketplace Ethics**

Trust • Performance • Integrity

2013 Winner
Western Pennsylvania Better Business Bureau



Administered by



a HomeServe Company



NLC Service Line Warranty Program City Testimonials

"One of the significant selling points for the City Council and staff was the National League of Cities endorsement. NLC did the homework and vetted the program before endorsing it for its member cities. I believe the letter from the City provided a trust factor that is not present through direct solicitation to residents from other warranty companies who send letters that give the appearance of coming from the city. So far the USP/NLC Program has delivered what they said they would to the City of Hutchinson. I would be happy to visit with anyone about the program and our experience here in Hutchinson."

John Deardoff, City Manager, Hutchinson, KS

"The BBB Torch Award underscores one of the primary reasons the National League of Cities selected USP as a partner and extended our agreement for another five years. The organization's exemplary record of customer service and transparency is what has driven the success of this partnership over the years."

Clarence Anthony, Executive Director, National League of Cities

"The Service Line Warranty Program helps both Phoenix residents and the city government. Revenue from the program goes to core city services like police, fire, parks, libraries and senior centers."

Jon Brodsky, Program Manager, Fit Phoenix
& former Public Information Officer, Phoenix, AZ

"The city has fully vetted this organization and this program and we've conducted due diligence. SLWA's program is endorsed by the National League of Cities, North Central Texas Council of Governments, multiple state municipal leagues and over 175 municipalities. SLWA's been a member of the BBB since 2003 and they are very proud of their exemplary record."

Todd Gloria, City Council, San Diego, CA

"The response to the program by the Rock Falls residents has been tremendous. Many of our homeowners contacted their insurance agent when they received the program offer in the mail and were shocked to find out that they were not covered by their homeowner's policy for repair [or] replacement of their water and sewer lines. Our program is in its [sixth] year and the participation is still growing. We are very pleased that we can offer the Service Line Warranty Program to our residents of the City of Rock Falls."

Robbin Blackert, City Administrator, Rock Falls, IL



**BBB Torch Award for
Marketplace Ethics**

Trust • Performance • Integrity

2013 Winner
Western Pennsylvania Better Business Bureau®



Administered by



a HomeServe Company

CITY OF RAYTOWN
Request for Board Action

Date: February 15, 2019
To: Mayor and Board of Aldermen
From: Damon Hodges, City Administrator

Resolution No.: R-3180-19

Department Head Approval: _____

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

City Administrator Approval: _____



Action Requested: Authorize and approve a budget amendment to increase the street maintenance supply account for the purchase of salt for winter weather events from Central Salt LLC per our current contract.

Recommendation: Approve resolution.

Analysis: The City of Raytown has received 7 winter weather events from November to February. This has had PW crews working 19 days, and counting, of winter weather operations. These storms have exhausted the supply account for salt.

Starting Balance	1,400 Tons
Received at This Point	795 Tons

Available for Usage to Date	2,195 Tons
Consumed at This Point	1,545 Tons

Remaining for Future Needs 650 Tons (as of Feb 13, 2019)

Some additional salt quantities have been ordered and final salt order quantities will be determined in March 2019. The additional funding will be used to finish this winter weather season and hopefully fill the salt barn in preparation for next season.

With not knowing what the weather will produce, staff requests an additional \$60,000.00 for the purchase of deicing materials to continue our winter weather operations. Nearly every snow event this year has been accompanied with a freezing rain and ice component which have exhausted the supply account for salt. This request is only an estimate and could change based off weather conditions.

Pursuant to Resolution R-3160-18 which is attached, \$60,000.00 was approved for salt purchase and this request is authorizing an additional \$60,000.00 for a total of \$120,000.00 spending authority.

At this time a budget amendment is not necessary for staff expenses; however, staff will continue to monitor the civilian overtime and bring forward any needed adjustments, if needed.

Alternatives: Do not approve and limit the City's ability to treat all City streets for the remainder of the winter season.

Budgetary Impact

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

FROM:
Transportation Sales Tax Fund Balance
204-00-00-100-39999
\$60,000.00

TO:
Public Works/Repair & Maintenance
204-62-00-100-52300
\$60,000.00

A RESOLUTION AUTHORIZING AND APPROVING AN AMENDMENT TO THE FISCAL YEAR 2018-2019 BUDGET TO INCREASE FUNDS AVAILABLE FOR THE PURCHASE OF SALT FOR TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER AND AUTHORIZING AND APPROVING THE ADDITIONAL PURCHASE OF SALT FROM CENTRAL SALT LLC IN THE AMOUNT OF \$60,000.00. FOR A TOTAL PURCHASE AMOUNT FROM CENTRAL SALT LLC IN THE AMOUNT OF \$120,000.00 FOR FISCAL YEAR 2018-2019

WHEREAS, the City of Raytown utilizes salt to treat roads and bridges located within the City in inclement weather; and

WHEREAS, due to numerous snow and ice events since the start of the 2018-2019 fiscal year, the cost of salt purchased in fiscal year 2018-2019 is anticipated to exceed budgeted amounts; and

WHEREAS, the Board of Aldermen desire to ensure adequate resources are available to purchase salt to treat roads and bridges during inclement weather and accordingly desires to amend the fiscal year 2018-2019 Budget approved by Resolution R-3134-18 to reflect the increase in salt usage; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve the additional purchase of salt from Central Salt LLC in the amount of \$61.75 per ton in the amount of \$60,000.00 for a total purchase amount not to exceed \$120,000.00 for fiscal year 2018-2019;

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

THAT the Fiscal Year 2018-2019 Budget approved by Resolution R-3134-18, is hereby amended as follows:

<p>FROM: Transportation Sales Tax Fund Balance 204-00-00-100-39999 \$60,000.00</p>	<p>TO: Public Works/Repair & Maintenance 204-62-00-100-52300 \$60,000.00</p>
--	--

FURTHER THAT, the Board of Aldermen find it is in the best interest of the City to authorize and approve the additional purchase of salt from Central Salt LLC in the amount of \$61.75 per ton in the amount of \$60,000.00 for a total purchase amount not to exceed \$120,000.00 for fiscal year 2018-2019.

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 19th day of February, 2019.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH CENTRAL SALT LLC FOR THE PURCHASE OF SALT FOR THE PURPOSE OF TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER IN AN AMOUNT NOT TO EXCEED \$60,000.00 FOR FISCAL YEAR 2018-2019

WHEREAS, the City of Raytown (the "City") issued an invitation to bid on its 2018-2019 Road Salt to treat roads and bridges within the City in inclement weather; and

WHEREAS, the Public Works Department received five (5) bids in response to the invitation and has determined that the bid submitted by Central Salt LLC in the amount of \$61.75 per ton was the most advantageous bid received; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve an agreement to purchase salt from Central Salt LLC in the amount of \$61.75 per ton for a total amount not to exceed \$60,000.00 for fiscal year 2018-2019;

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

THAT the Board of Aldermen find that the purchase of salt from Central Salt LLC in the amount of \$61.75 per ton for a total amount not to exceed \$60,000.00 for fiscal year 2018-2019 is hereby authorized and approved; and

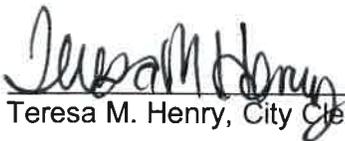
FURTHER THAT the City Administrator is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 18th day of December, 2018.



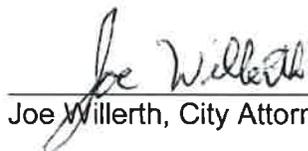
Michael McDonough, Mayor

ATTEST:



Teresa M. Henry, City Clerk

Approved as to Form:



Joe Willerth, City Attorney

Bid Tabulation
2:00pm, Thursday May 24, 2018

2018-19 ROAD SALT PURCHASE



			1.		2.		3.	
			Central Salt LLC		Independent Salt Co.		Compass Minerals	
Description	Est. Qty.	Unit	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1. Sodium Chloride	700	Ton	\$ 61.75	\$ 43,225.00	\$ 62.68	\$ 43,876.00	\$ 112.00	\$ 78,400.00

4.	
Morton Salt	
Bid Unit Price	Bid Price
\$ -	No Bid

5.	
Cargill, Inc.	
Bid Unit Price	Bid Price
\$ -	No Bid