

**TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
APRIL 21, 2020
REGULAR SESSION NO. 25
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.
BY VIDEO CONFERENCE**

In response to the Coronavirus pandemic and pursuant to the Jackson County and State of Missouri Stay-at-Home Orders, this meeting will be held by on-line video conference. The meeting will be streamed live and can be accessed on the City's website at www.raytown.mo.us. In addition, a video recording of the meeting will be available within 48 hours on the City's website. For questions, contact City Clerk, Teresa Henry at (816) 737-6004 or thentry@raytown.mo.us.

Please send your Public Comments to the City Clerk at the email address above by 12:00 p.m. (noon) on Monday, April 20, so that your comments can be presented to the Board of Aldermen during the Public Comments section of the April 21, 2020 meeting agenda. All Public Comments received will be kept on file in the City Clerks office.

OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call

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

LEGISLATIVE SESSION

1. CONSENT AGENDA

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

Approval of the Regular April 14, 2020 Board of Aldermen meeting minutes.

NEW BUSINESS

2. **R-3288-20. A RESOLUTION** AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH LAMP RYNEARSON FOR DESIGN ENGINEERING SERVICES FOR STORM WATER MAINTENANCE PROJECTS IN AN AMOUNT NOT TO EXCEED \$78,753.00 FOR FISCAL YEAR 2019-2020. Point of Contact: Jose Leon, Public Works Director.
3. **R-3289-20. A RESOLUTION** AUTHORIZING AND APPROVING A GRANT FORM ALLOWING PARTICIPATION BY THE CITY IN A CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM GRANT THROUGH THE U.S. DEPARTMENT OF JUSTICE. Point of Contact: Russ Petry, Finance Director.

4. **R-3290-20. A RESOLUTION** AUTHORIZING AND APPROVING A GRANT FORM ALLOWING PARTICIPATION IN A REQUEST FOR PUBLIC ASSISTANCE FOR EMERGENCY PROTECTIVE MEASURES RELATED TO COVID-19 THROUGH THE FEDERAL EMERGENCY MANAGEMENT AGENCY. Point of Contact: Russ Petry, Finance Director.
5. **R-3291-20. A RESOLUTION** AUTHORIZING AND APPROVING A TOW MANAGEMENT SERVICES AGREEMENT WITH TEGSCO, LLC. Point of Contact: Bob Kuehl, Chief of Police.
6. **R-3292-20. A RESOLUTION** REPEALING AND REPLACING RESOLUTION NO. R-3285-20 AND FURTHER UPDATING AND IMPLEMENTING EMERGENCY REGULATIONS NECESSARY TO PROTECT THE HEALTH SAFETY AND WELFARE OF RESIDENTS AND EMPLOYEES OF THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Jennifer Baird, City Attorney

DISCUSSION ITEMS

7. Modification of Notification Requirements for Zoning Hearings-Extension Motion
Missy Wilson, Assistant City Administrator and Chris Gilbert, Planning & Zoning Coordinator
8. Late Fees on Sanitary Sewer Bills-Alderman Greg Walters

ADJOURNMENT

MINUTES
RAYTOWN BOARD OF ALDERMEN
APRIL 14, 2020
REGULAR SESSION NO. 24
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.
BY VIDEO CONFERENCE

OPENING SESSION

Mayor Michael McDonough called the April 14, 2020 Board of Aldermen meeting to order at 7:02 p.m. Dr. Bill Tenny-Brittian of Raytown Christian Church provided the invocation and led the pledge of allegiance.

Roll

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

Present: Alderman Derek Ward, Alderman Bonnaye Mims, Alderman Bill Van Buskirk, Alderman Mary Jane Van Buskirk, Alderman Janet Emerson, Alderman Ryan Myers, Alderman Jason Greene, Alderman Frank Hunt, Alderman Greg Walters

Absent: Alderman Jim Aziere

Public Comments

Written public comments were submitted to the City Clerk by:

Tony Jacob, Raytown, MO

Rosemary Boudreaux, Raytown, MO

These public comments are available from the City Clerk's Office.

Communication from the Mayor

Mayor McDonough spoke on recent events and City business.

Communication from the City Administrator

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

Committee Reports

Comments were shared by Aldermen Bill Van Buskirk, Hunt, Greene, Walters

Alderman Aziere joined the meeting at 7:24 p.m.

LEGISLATIVE SESSION

1. CONSENT AGENDA

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

Approval of the Regular March 17, 2020 Board of Aldermen meeting minutes.

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

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

Nays: None

Absent: None

Abstain: Alderman Walters

NEW BUSINESS

2. **R-3286-20. A RESOLUTION** AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH BLUE NILE CONTRACTORS FOR THE 2019 SANITARY AND STORM SEWER REPAIR PROJECTS IN AN AMOUNT NOT TO EXCEED \$208,357.00 FOR FISCAL YEAR 2019-2020. Point of Contact: Jose Leon, Public Works Director.

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

Jason Hanson, City Engineer, presented the item and remained available for any discussion along with Jose Leon, Public Works Director.

Alderman Mary Jane Van Buskirk, seconded by Alderman Walters, made a motion to adopt. The motion was approved by a vote of 10-0.

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

Nays: None

3. **R-3287-20. A RESOLUTION** ESTABLISHING THE RATES FOR MEDICAL, DENTAL AND VISION INSURANCE FOR THE INSURANCE PLAN YEAR FROM JULY 1, 2020 TO JUNE 30, 2021. Point of Contact: Debbie Duncan, Human Resource Manager.

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

Debbie Duncan, Human Resources Manager, presented the item and remained available for any discussion along with Doreen Hull from Midwest Public Risk.

Alderman Emerson, seconded by Alderman Mary Jane Van Buskirk, made a motion to adopt Option 1.

The item was discussed.

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

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

Nays: Alderman Walters

ADJOURNMENT

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

The meeting adjourned at 7:52 p.m.

Teresa M. Henry, MRCC
City Clerk

CITY OF RAYTOWN
Request for Board Action

Date: April 16, 2020
To: Mayor and Board of Aldermen
From: Jose Leon, Director of Public Works

Resolution No.: R-3288-20

Department Head Approval: _____

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

City Administrator Approval: _____

Action Requested: BOA approval of the agreement for Design Engineering Services with Lamp Rynearson, Inc.

Recommendation: Staff recommends approval as submitted.

Analysis: The City has 4 stormwater maintenance projects identified in our Capital Sales Tax budget. Those four locations are:

- 84th & Arlington (2021)
- 8408 E. 85th Street (2020)
- 63rd & Woodson (2020)
- Spring Valley & 81st Terrace (2020)

Staff has negotiated a scope and fee with our on-call engineers to begin engineering design of the improvements for each location. The services will provide for survey, design, plans, and specification, easement descriptions, utility coordination, and construction administration. 84th & Arlington will serve as the City's primary stormwater maintenance project in 2021 all other locations will be constructed in Fall 2020. This will allow staff to save the budgeted \$120,000.00 in 2020 in the Capital Sales Tax and better prepare for any loss in sales tax revenue due to the COVID-19 pandemic. 84th & Arlington will still require design and will be completed this year which is more ideal for winter 2021 bidding to receive more competitive pricing.

This fee for these services is \$78,753.00

Alternatives: Approve agreement as is.
Do not approve agreement.
Delay projects all together.

Budgetary Impact:

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

Fund: Capital Sales Tax Fund 205-62-00-100-57000
Amount to Spend: not to exceed \$78,753.00

Additional Reports Attached: Lamp Rynearson Task Order No. 1

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH LAMP RYNEARSON FOR DESIGN ENGINEERING SERVICES FOR STORM WATER MAINTENANCE PROJECTS IN AN AMOUNT NOT TO EXCEED \$78,753.00 FOR FISCAL YEAR 2019-2020

WHEREAS, the City desires to engage the services of a professional engineering firm to provide Design Engineering Services in connection with storm water maintenance projects; and

WHEREAS, the Scope of Basic Services to be provided by Lamp Ryneerson as described in the Professional Engineering Services Agreement are set forth in the attached Exhibit "A", and the time periods for the performance of specific services in the contract are stipulated therein; and

WHEREAS, the City desires to enter into an agreement with Lamp Ryneerson for Design Engineering Services related to such improvements; and

WHEREAS, the Board of Aldermen find that it is in the best interest of the citizens of the City of Raytown that the City enter into an agreement with Lamp Ryneerson for Design Engineering Services for Storm Water Maintenance Services in an amount not to exceed \$78,753.00 for fiscal year 2019-2020;

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

THAT an agreement with Lamp Ryneerson for Design Engineering Services for Storm Water Maintenance Services in an amount not to exceed \$78,753.00 for fiscal year 2019-2020 in substantially the same form as attached hereto as Exhibit "A" and incorporated herein, is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents necessary in connection with such agreement 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 21st day of April, 2020.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

City of Raytown, Missouri – Project Task Order

Contract: On Call Contract Project Number 0320031.01

Ordinance or Resolution:	Task Agreement No: 1	Funding Amount: \$78,753 Purchase Order No:
--------------------------	----------------------	--

Project Title: 2020 Storm Sewer Replacement

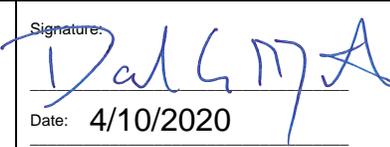
Contractor/Consultant: Lamp Rynearson, Inc. 9001 State Line Road, Suite 200 Kansas City, MO 64114	Division and Staff Project Manager: Civil Design Group Daniel G. Miller, P.E. – Civil Design Group Leader
--	---

Project Management Manual reviewed:	Attachments (Gantt Chart, etc.): None
-------------------------------------	---------------------------------------

PROJECT Scope (can be in the form of an attachment):

1. See Exhibit A

The attached services will be provided for an hourly rate not to exceed \$78,753, including direct expenses.

City Signatures		Partner Signatures	
City Administrator: Damon Hodges	City Clerk: Teresa Henry	Project Manager: Daniel G. Miller, P.E.	Company Principal (if different): Tony O'Malley, P.E.
Signature: _____ Date: _____	Signature: _____ Date: _____	Signature:  Date: 4/10/2020	Signature: _____ Date: _____

Project Type: Design Construction Property Acquisition _____ Conceptual/Problem Solving _____ Surveying _____

Project Discipline(s): Transportation _____ Facilities _____ Water _____ Wastewater _____ Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement by and between the City of Raytown, MO and Lamp Rynearson, Inc. (Professional), dated 02/18/2020.	
---	--

Attach scope of work, budget, and other supporting material

Exhibit A:
Basic Services and Other Matters

1. General

The project includes survey, design, plans, specifications, easement descriptions, utility coordination, and engineering during construction for the 2020 Storm Sewer Replacement Project in Raytown, Missouri. Project locations are:

1. 84th Terr. and Arlington Ave. (Design separately for later construction bid)
2. 8416 E. 85th St.
3. Woodson CIPP South of 63rd St.
4. 81st Terr. and Spring Valley Rd.

The project will include storm sewer pipe replacement at three locations and rehabilitation with point repairs and Cured in Place Pipe (CIPP) at location 3.

The Consulting Engineer shall provide professional engineering design services for the four locations as described in the scope of services.

- A. General Description of Activities. The Basic Scope of Work to be performed by ENGINEER consists of project management, survey and field data collection services, hydrologic and hydraulic stormwater evaluations, design phase services, property owner meetings, easement descriptions, bidding phase, and engineering during construction services.
- B. Project Objectives. ENGINEER will provide services necessary to achieve the following project objectives:
 - 1) Provide design phase services, final construction documents, bidding services, and engineering during construction for locations 2, 3, and 4.
 - 2) Provide design phase services, final construction documents, bidding services, and engineering during construction for location 1 as a separate project.
 - 3) Provide budgetary total project cost estimates for all locations as two projects to be constructed in 2020/2021.
 - 4) Provide easement legal descriptions for negotiated acquisition by the City.
- C. Design Requirements
The consultant shall design the Project in conformity with design criteria appropriate for the Project in accordance with City of Raytown standards and Kansas City Metro APWA Section 5600 standards as amended by the City.
The Design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans. Rights of way and easement descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of the rights of way descriptions.
- D. General Survey Requirements:

Vertical Control:

Elevations for plans shall be referenced to the North American Vertical Datum of 1988 (NAVD 88). Benchmarks shall be placed no further than 500 linear feet apart from one another along the project.

Horizontal Control:

As part of the design survey all Section Corners and Quarter Section Corners within the project area and other monumentation used for project control shall be located, referenced, and their positions determined with state plane coordinates using GPS equipment. The coordinates and referenced ties shall be shown on the plans and the standard certified land corner document submitted to the Missouri Department of Agriculture – Land Survey Program within 30 days of the survey as required by state law.

E. Hazardous Materials

It is acknowledged by both parties that the Consulting Engineer’s scope of services does not include any services related to hazardous or toxic materials. In the event the Consulting Engineer or any other party encounters hazardous or toxic materials at the project location, or should it become known in any way that such materials may be present at the project location or any adjacent areas that may affect the performance of the Consulting Engineer’s services, the Consulting Engineer may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains, at their cost, appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the hazardous or toxic materials.

Task 1 Preliminary Design

1.1 Data Collection.

- A. Develop detailed design schedule in a form compatible with MS Project, current edition. Submit copy to City and provide digital updates at scheduled progress meetings. Include at least the following benchmarks.
 - 1. Survey complete.
 - 2. Data collection complete.
 - 3. Plans to all utilities.
 - 4. Field check complete.
 - 5. Legal descriptions to City.
 - 6. Public meetings.
 - 7. Agency permits submitted.
 - 8. Office Check plans submitted for review.
 - 9. Project ready for bid.
- B. Schedule and coordinate project activities with the City (where applicable).
- C. Field data collection for Locations 1, 2, and 4.
 - 1. Establish land corners.
 - 2. Field survey includes shots at existing back of curb, edges of pavement, existing storm and sanitary sewer systems, fences, trees, building

- corners, etc. to create project mapping. Survey will be limited to areas of storm sewer replacement and extension.
3. Survey existing visible property corners and include in mapping. Plans will require contractor to reset corners after construction.
 4. Contact utilities and field locate horizontal locations of all utilities that respond and mark their facilities.
 5. Compile project photos of existing conditions (roadway, entrances, monuments, grading, etc.)
 6. Prepare and submit to governmental agencies a certified land corner record for each section corner recovered and used on this project.
- D. Develop base map from survey information. Base map to be at a scale necessary to adequately describe the work, as approved by the City. Base map shall show, at a minimum, existing property lines, owner information, and existing utility information as determined from surveyed utility locates, visible features and/or facility maps.
- E. Ownership and abutting property information.
1. Show plat information on plans.
 2. Review record drawings on abutting projects and subdivisions. Update as required.
- F. Analyze the storm drainage needs along the project.
1. Review CCTV provided by the City to determine existing pipe condition and possible point repair locations for Location 3.
 2. Provide for other three locations:
 - a) Review watershed areas for existing storm sewer systems.
 - b) Perform hydrologic and hydraulic analysis of existing systems to determine capacity relative to current design standards.
 - c) Provide recommendations regarding cost and benefits of pipe size changes.
- G. Prepare Field Check Plans
1. Minimum sheets to include:
 - a) Cover Sheet
 - b) General Layout/Project Control
 - c) General Notes/Quantities
 - d) Preliminary Grading Plan
 - e) Drainage Calculations/Drainage Area Maps
 - f) Storm Sewer Conveyance P&P
 - g) Easement Plans
- H. Quality Assurance Review
- I. Submit field check plans and opinion of probable construction cost to the City. The preliminary opinion of probable project costs should be itemized by unit of work and shall include appropriate contingency.

- J. Submit field check plans to utility companies for their use in preparing plans for relocations.
- K. Meet with City approximately monthly as necessary in connection with Field Check Plans (Assume 1 meeting).
- L. Field Check meeting to be performed with representatives of the Consulting Engineer and the City to review the Field Check plans.

1.2 Easements.

- A. Describe easements necessary to complete project after field check comments are received from City. There are 26 estimated parcels for easements.
- B. Furnish legal descriptions (sealed by a Missouri PLS)
- C. Furnish necessary title information
- D. Maps and sketches as follows:
 - 1. Easement plan sheets shall show all proposed takings.
 - 2. Individual tract maps of takings for each ownership including:
 - a) Title block
 - b) Ownership boundaries
 - c) Existing rights-of-ways and easements
 - d) Proposed takings identified with text and graphically
 - e) Legend for taking type
 - f) Graphical scale and north arrow
 - g) Ownership information
 - h) Legal description of all takings
 - 3. Legal descriptions to be provided in digital format compatible with Microsoft Word.
 - 4. Revise legal descriptions as required by City (4 estimated).

1.3 Prepare an analysis of the construction phasing and traffic control needs to maintain acceptable access to the existing land uses along the project corridor.

1.4 Public Information:

- A. Prepare for and attend two public information meetings (one for Locations 2, 3 and 4, one for location 1), if requested by the City, to explain the project to property owners and key stakeholders, and to receive public comments at a time and place arranged for by the City.
 - 1. Prepare exhibits, including preliminary plans (showing right-of-way taking and easements).
 - 2. Have persons available to explain the proposed work and to answer questions.
- B. The Consulting Engineer will be available to meet with City staff and concerned property owners as directed by the City to discuss the project at any time throughout the project. (2 meetings assumed)

1.5 Permitting.

No permitting with state or federal agencies is included, or anticipated to be necessary, for this maintenance project under this Basic Scope of Services. Additional permitting shall be at an additional fee to be agreed upon with City.

Task 2 - Final Design

2.1 Prepare detailed plans and specifications.

- A. Minimum Sheets to include:
- B. Cover Sheet
- C. General Layout/Project Control
- D. General Notes/Quantities
- E. Final Grading Plan
- F. Drainage Calcs/Drainage Area Maps Final
- G. Final Storm Sewer Conveyance P&P
- H. Details (update existing city details as necessary for project)
- I. Traffic Control
- J. Erosion Control Plan
- K. Easement Plans
- L. Review each utility company's relocation plans.
 - 1. Schedule and attend utility coordination meetings as required. (Assume 1 meeting will be held at the conclusion of Field Check)
- M. If required, sanitary sewer relocation plans, and/or septic system modifications will be done under a supplemental agreement.
- N. Summary of Quantities and Recapitulation of Quantities sheets for selected items.
- O. Prepare Project Special Provisions.
- P. Quality Assurance Review.

2.2 Prepare a detailed opinion of probable cost.

- A. Include an appropriate contingency.
- B. Estimate time required to complete construction.

2.3 Submit Plans (Office Check) to City for review.

- A. Print and submit plans.
- B. Provide plan modifications based on review comments received from City.
- C. At the completion of the project design, furnish to the City the CAD drawings of the project in AutoCad format for the City's future use. The record contract documents for the project will be the original sealed drawings. In addition, furnish plans in .pdf format. Specifications to be provided in .pdf format.

2.4 Meet with City approximately monthly as necessary during preparation of detailed plans. (Assume 4 meetings for two separate projects)

Task 3 – Bidding (Two separate Bidding periods)

3.1 Attend and prepare minutes for a pre-bid conference, if required.

- 3.2 Answer Contractor questions during the bid period and issue any necessary addenda.
- 3.3 Attend Bid opening, review bids and prepare bid tabulation.
- 3.4 Assist City in analyzing bids and making recommendation for award of the construction contract.
- 3.5 Attend a pre-construction conference with representatives of the City, the successful bidder and utilities.

Task 4 – Engineering During Construction (Two separate projects)

- 4.1 Be available for discussion and consultation during the construction phase.
- 4.2 Review shop drawings and submittals.
- 4.3 Participate in final walk through inspection.
- 4.4 Prepare plan revisions as necessitated by conditions encountered in the field during construction, except for traffic control plans which will be the responsibility of the Contractor.
- 4.5 Prepare final record drawings from Contractor provided redlines that reflect:
 - A. All change orders.
 - B. Minor design changes.
 - C. Changes made in the field and marked on the construction plan set.
 - D. Provide record drawings in pdf format.
- 4.6 Attend construction progress meetings as directed by the City. (Assume two, sixty-day construction periods - approximately 8 meetings)

Completion Time:

The Consulting Engineer hereby agrees to complete easement plans for locations 2, 3, and 4 within 60 days of notice to proceed, and to complete all work necessary to advertise for bids for locations 2, 3, and 4, including preparation of final plans and specifications within 120 days of notice to proceed.

The Consulting Engineer hereby agrees to complete easement plans for location 1 within 120 days of notice to proceed, and to complete all work necessary to advertise for bids for location 1, including preparation of final plans and specifications within 150 days of notice to proceed.

CIVIL DESIGN GROUP FEE ESTIMATE

PROJECT TITLE 2020 Storm Sewer Replacement Project
LOCATION Raytown, Missouri
DATE 4/9/2020

PROJECT #
BY DGM

Classification:	Department Manager	Project Engineer IV	Project Designer IV	Project Observer V	Sr. Admin Asst. II	Subtotal of Hrs per	Subtotal of Fee per Item
Associate:	Miller	Schleicher	McMurry	Jones	Nichols		
Hourly Rate:	\$224.00	\$118.00	\$107.00	\$98.00	\$81.00		

General & Design Services							
Progress Reporting / Status Updates	2	4	2	0	0	8	\$1,134.00
Client Meetings (4) (Field Check/Office Check)	6	6	0	0	0	12	\$2,052.00
BOA Meeting (2)	5	0	0	0	0	5	\$1,120.00
Field Investigation	4	4	0	0	0	8	\$1,368.00
CCTV Review/Defect Analysis (63/Woodson)	0	2	0	0	0	2	\$236.00
Utility Relocation Coordination	1	4	2	0	0	7	\$910.00
Quality Assurance/ Quality Control	2	2	2	0	0	6	\$898.00
Subtotal of Hours per Associate	20	22	6	0	0	48	
Subtotal of Fee per Associate	\$4,480.00	\$2,596.00	\$642.00	\$0.00	\$0.00		
							Labor Fee \$7,718.00
							Reimbursables 2% \$154.36
							Contingency 5% \$385.90
							Subtotal of Engineering Services \$8,258.26

Field Check Plans							
Prepare Base Plan	0	2	8	0	0	10	\$1,092.00
Plan Sheets							
Cover Sheet	0	0	2	0	0	2	\$214.00
General Layout/Project Control	0	0	3	0	0	3	\$321.00
General Notes/Quantities	1	1	2	0	0	4	\$556.00
Preliminary Grading Plan	1	2	12	0	0	15	\$1,744.00
Drainage Calculations/Drainage Area Maps	1	4	1	0	0	6	\$803.00
Storm Sewer Conveyance P&P	1	4	40	0	0	45	\$4,976.00
Easement Plans	0.5	0	8	0	0	8.5	\$968.00
Estimate Quantities/ Construction Cost	0.5	2	8	0	0	10.5	\$1,204.00
Quality Assurance/ Quality Control	1	2	2	0	0	5	\$674.00
Utility Coordination Meeting /Prep (2)	4	8	4	0	0	16	\$2,268.00
Property Owner Meeting/Prep (2 mtgs)	4	6	4	0	0	14	\$2,032.00
Address City Comments	1	2	4	0	0	7	\$888.00
Subtotal of Hours per Associate	15	33	98	0	0	146	
Subtotal of Fee per Associate	\$3,360.00	\$3,894.00	\$10,486.00	\$0.00	\$0.00		
							Labor Fee \$17,740.00
							Reimbursables 2% \$354.80
							Contingency 5% \$887.00
							Field Check Subtotal \$18,981.80

Classification:	Department Manager	Project Engineer IV	Project Designer IV	Project Observer V	Sr. Admin Asst. II	Subtotal of Hrs per	Subtotal of Fee per Item
Associate:	Miller	Schleicher	McMurry	Jones	Nichols		
Hourly Rate:	\$224.00	\$118.00	\$107.00	\$98.00	\$81.00		

Final Plans and Bidding							
Plan Sheets							
Cover Sheet	0	0	0.5	0	0	0.5	\$53.50
General Layout/Project Control	0	0	1	0	0	1	\$107.00
General Notes/Quantities	0	0	1	0	0	1	\$107.00
Final Grading Plan	1	0	8	0	0	9	\$1,080.00
Drainage Calcs/Drainage Area Maps Final	0	2	1	0	0	3	\$343.00
Final Storm Sewer Conveyance P&P	0	4	8	0	0	12	\$1,328.00
Details	0	2	30	0	0	32	\$3,446.00
Traffic Control	0	1	4	0	0	5	\$546.00
Erosion Control Plan	0	1	2	0	0	3	\$332.00
Easement Plans	0.5	0	2	0	0	2.5	\$326.00
Estimate Quantities/Construction Cost	1	2	8	0	0	11	\$1,316.00
Prepare Special Provisions/Specifications (2 bids)	2	10	0	0	2	14	\$1,790.00
Project Manual (2 bid lettings)	4	15	0	0	12	31	\$3,638.00
Quality Assurance/ Quality Control	4	2	1	0	0	7	\$1,239.00
Address City Comments	1	4	4	0	0	9	\$1,124.00
Bid Assistance/Coordination Locations 2, 3, 4	8	3	0	0	0	11	\$2,146.00
Bid Assistance/Coordination Location 1	8	3	0	0	0	11	\$2,146.00
Subtotal of Hours per Associate	29.5	49	70.5	0	14	163	
Subtotal of Fee per Associate	\$6,608.00	\$5,782.00	\$7,543.50	\$0.00	\$1,134.00		
					Labor Fee		\$21,067.50
					Reimbursables	2%	\$421.35
					Contingency	5%	\$1,053.38
					Final Plan Subtotal		\$22,542.23

Survey	
Survey 3 sites	\$16,247.00
Easements (26 Parcels assumed, \$200/Parcel)	\$5,200.00
Survey Fees Subtotal	\$21,447.00

Engineering During Construction (2 Const. Projects)							
Preconstruction Meeting	4	8	0	0	0	12	\$1,840.00
Const. Support/ Issues	4	4	0	0	0	8	\$1,368.00
Shop Drawing Submittals	5	5	0	0	0	10	\$1,710.00
Record Drawings	2	0	3	0	0	5	\$769.00
Final Inspection, Punch	6	0	0	0	0	6	\$1,344.00
Subtotal of Hours per Associate	21	17	3	0	0	41	
Subtotal of Fee per Associate	\$4,704.00	\$2,006.00	\$321.00	\$0.00	\$0.00		
					Labor Fee		\$7,031.00
					Reimbursables	2%	\$140.62
					Contingency	5%	\$351.55
					Construction Administration Subtotal		\$7,523.17

Project Fee Summary	
Engineering & Survey	\$71,229.29
Engineering During Construction	\$7,523.17
PROJECT TOTAL	\$78,752.46

Raytown 2020 Storm Sewer Replacement
Project Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	May	June	July	August	September	October	November
1	📌	Notice to Proceed	0 days	Mon 5/11/20	Mon 5/11/20		4/19 4/26 5/3	5/10 5/17 5/24 5/31	6/7 6/14 6/21 6/28 7/5 7/12 7/19 7/26	8/2 8/9 8/16 8/23 8/30 9/6 9/13 9/20 9/27 10/4 10/11 10/18 10/25 11/1 11/8 11/15 11/22			
2	📌	Survey/Base Map Locations 1, 2, 4	15 days	Mon 5/18/20	Fri 6/5/20	1FS+5 days							
3	📌	Field Check Plans Locations 2, 3, 4	20 days	Mon 6/1/20	Fri 6/26/20								
4	📌	Field Check Design (Approx. 60%)	15 days	Mon 6/1/20	Fri 6/19/20	2FS-5 days							
5	📌	Field Check Plans & Cost Estimate Submittal	0 days	Fri 6/19/20	Fri 6/19/20	4							
6	📌	City Review	4 days	Mon 6/22/20	Thu 6/25/20	5							
7	📌	Utility Coordination First Meeting	1 day	Fri 6/26/20	Fri 6/26/20	6							
8	📌	Easement Documents	6 days	Fri 6/26/20	Fri 7/3/20	6							
9	📌	Easement Document Submittal	0 days	Mon 7/6/20	Mon 7/6/20	8FS+1 day							
10	📌	Public Information Meeting	1 day	Tue 7/21/20	Tue 7/21/20	9FS+10 days							
11	📌	Easement Acquisition	32 days	Tue 7/7/20	Wed 8/19/20								
12	📌	Easement Acquisition (City)	32 days	Tue 7/7/20	Wed 8/19/20	9							
13	📌	Office Check Plans Locations 2, 3, 4	13 days	Tue 7/7/20	Thu 7/23/20								
14	📌	Office Check Plan Preparation (95%)	10 days	Tue 7/7/20	Mon 7/20/20	9							
15	📌	Specifications & Contract Documents	3 days	Tue 7/21/20	Thu 7/23/20	14							
16	📌	Individual Utility Coordination	55 days	Mon 6/29/20	Fri 9/11/20	7							
17	📌	Office Check Plans & Cost Estimate Submittal	0 days	Thu 7/23/20	Thu 7/23/20	15							
18	📌	City Review	4 days	Fri 7/24/20	Wed 7/29/20	17							
19	📌	Final Plans & Specifications	8 days	Thu 7/30/20	Mon 8/10/20	18							
20	📌	Bid Phase Locations 2, 3, 4	19 days	Wed 8/19/20	Mon 9/14/20								
21	📌	Plans out to Bid	19 days	Wed 8/19/20	Mon 9/14/20	19FS+6 days							
22	📌	Pre-Bid Meeting	1 day	Fri 9/4/20	Fri 9/4/20	23FS-7 days							
23	📌	Bid Letting	0 days	Mon 9/14/20	Mon 9/14/20	21							
24	📌	Award Project	1 day	Tue 10/6/20	Tue 10/6/20	23FS+15 days							
25	📌	Construction Phase Begins Locations 2, 3, 4	1 day	Wed 10/7/20	Wed 10/7/20	24							
26	📌												
27	📌	Field Check Plans Location 1	21 days	Tue 8/11/20	Tue 9/8/20								
28	📌	Field Check Design (Approx. 60%)	15 days	Tue 8/11/20	Mon 8/31/20	2,19							
29	📌	Field Check Plans & Cost Estimate Submittal	0 days	Mon 8/31/20	Mon 8/31/20	28							
30	📌	City Review	5 days	Tue 9/1/20	Mon 9/7/20	29							
31	📌	Utility Coordination First Meeting	1 day	Tue 9/8/20	Tue 9/8/20	30							
32	📌	Easement Documents	10 days	Tue 9/8/20	Mon 9/21/20	30							
33	📌	Easement Document Submittal	0 days	Tue 9/22/20	Tue 9/22/20	32FS+1 day							
34	📌	Public Information Meeting	1 day	Wed 10/7/20	Wed 10/7/20	33FS+10 days							
35	📌	Easement Acquisition	40 days	Wed 9/23/20	Tue 11/17/20								
36	📌	Easement Acquisition (City)	40 days	Wed 9/23/20	Tue 11/17/20	33							
37	📌	Office Check Plans Location 1	15 days	Wed 9/23/20	Tue 10/13/20								
38	📌	Office Check Plan Preparation (95%)	10 days	Wed 9/23/20	Tue 10/6/20	33							
39	📌	Specifications & Contract Documents	5 days	Wed 10/7/20	Tue 10/13/20	38							
40	📌	Individual Utility Coordination	50 days	Wed 9/9/20	Tue 11/17/20	31							
41	📌	Office Check Plans & Cost Estimate Submittal	0 days	Tue 10/13/20	Tue 10/13/20	39							
42	📌	City Review	4 days	Wed 10/14/20	Mon 10/19/20	41							
43	📌	Final Plans & Specifications	8 days	Tue 10/20/20	Thu 10/29/20	42							

**CITY OF RAYTOWN
Request for Board Action**

Date: April 16, 2020
To: Mayor and Board of Aldermen
From: Russell Petry, Finance Director

Resolution No.: R-3289-20

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____

Action Requested: Staff requests approval of a grant form allowing staff to proceed with the application for these funds as well as requesting draw down of the funds for the intended purpose of the grant.

Analysis: The Department of Justice has a grant available with \$35,664.00 earmarked for the City of Raytown for the assistance in reimbursing public safety (law enforcement) costs associated with Coronavirus. This is a two-year grant from the Federal Government, there are no strings attached to the funds other than their purpose. This is a draw-down grant, meaning if awarded, the City would be able to draw down funds up to the total awarded with requests to the Department of Justice. These funds will offset some of the additional hours tracked by the Police department in preparing and working on COVID response, as well as fund equipment and supplies needed. This grant, as with all other grants, will follow the grant policy as well as any purchases would be subject to the purchasing policy.

It is the recommendation of staff to the Board of Aldermen that approval be given so staff can proceed in requesting these funds.

Budgetary Impact:

- Not Applicable
- Funds subject to appropriation of the Budget
- Budgeted item with available funds

Additional Reports Attached: Grant Request form

A RESOLUTION AUTHORIZING AND APPROVING A GRANT FORM ALLOWING PARTICIPATION BY THE CITY IN A CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM GRANT THROUGH THE U.S. DEPARTMENT OF JUSTICE.

WHEREAS, the City of Raytown (the "City") would like to participate in a Coronavirus Emergency Supplemental Funding Program Grant through the U.S. Department of Justice; and

WHEREAS, grant funding is available from the U.S. Department of Justice for assistance in reimbursing public safety costs associated with Coronavirus; and

WHEREAS, the Board of Aldermen find it is in the best interests of the City to approve a grant form allowing participation by the City in a Coronavirus Emergency Supplemental Funding Program Grant through the U.S. Department of Justice;

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

THAT the grant form allowing participation by the City in a Coronavirus Emergency Supplemental Funding Program Grant through the U.S. Department of Justice 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 21st day of April, 2020.

Michael McDonough, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

GRANT PROCESSING REQUEST FORM

Department of Finance

DATE : April 15, 2020				
DEPARTMENT: Police Department				
GRANT PROGRAM: Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant				
GRANTING ENTITY: DOJ		ENTITY CONTACT: GMS (Grant Management System)		ENTITY PHONE NO: 888-549-9901
IF FEDERAL GRANT... CFDA # 16.034			EXAMPLE OF NUMBER Dept: Department of Education (Entity No.) 84.XXX (Grant Program No.)	
PROGRAM TITLE: Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant				
FUNDING REQUEST: \$35,664				
FEDERAL	STATE	LOCAL MATCH	OTHER	TOTAL REQUEST
\$35,664		None		\$35,664
IF LOCAL MATCH IS REQUIRED, ARE FUNDS AVAILABLE IN DEPARTMENT BUDGET? Y/N No Match Required				
ACCOUNT TO WHICH THE MATCH WILL BE CODED: N/A				
INDIRECT COSTS? Y/N N			AMOUNT N/A	
REIMBURSEMENT GRANT? Y/N N				
FINANCIAL & PROGRESS REPORTS PREPARED BY: Department Finance			REQUEST FOR FUNDS SUBMITTED BY: Department Finance	
PROJECT DIRECTOR: Russ Petry				
PHONE: 816-737-6084		FAX:		EMAIL: russellp@raytown.mo.us

DEPT. DIRECTOR OR THEIR DESIGNEE APPROVING SUBMISSION:	SIGNATURE:	DATE:
---	-------------------	--------------

REVIEWED & APPROVED BY FINANCE:	SIGNATURE: Russell Petry	DATE: 4-15-2020
--	---------------------------------	------------------------

REVIEWED & APPROVED BY CITY ADMINISTRATION:	SIGNATURE: Damon Hodges	DATE: 4-15-2020
--	--------------------------------	------------------------

CITY OF RAYTOWN
Request for Board Action

Date: April 16, 2020

Resolution No.: R-3290-20

To: Mayor and Board of Aldermen

From: Russell Petry, Finance Director

Department Head Approval: _____

Finance Director Approval: _____

City Administrator Approval: _____



Action Requested: Staff requests approval of a grant request from to proceed with applying for the grant and using the grant funds received for intended expenses if awarded.

Analysis: FEMA has a grant available with an undisclosed amount for the assistance in reimbursing Local Area Governments with costs associated with Coronavirus. This is a reimbursement type grant from the Federal Government, there are no strings attached to the funds other than their purpose. The City would be able to request reimbursement of incurred expenses of the City from FEMA. These funds will offset some of the additional hours tracked by the various departments in preparing and working on COVID response, as well as fund equipment, disinfecting of facilities, and supplies needed. This grant, as with all other grants, will follow the grant policy as well as any purchases would be subject to the purchasing policy.

It is the recommendation of staff to the Board of Aldermen that approval be given so staff can proceed in requesting these funds.

Budgetary Impact:

Not Applicable

Additional Reports Attached: Grant Request form

A RESOLUTION AUTHORIZING AND APPROVING A GRANT FORM ALLOWING PARTICIPATION IN A REQUEST FOR PUBLIC ASSISTANCE FOR EMERGENCY PROTECTIVE MEASURES RELATED TO COVID-19 THROUGH THE FEDERAL EMERGENCY MANAGEMENT AGENCY

WHEREAS, the City of Raytown (the "City") would like to participate in a Federal Emergency Management Agency (FEMA) Request for Public Assistance for Emergency Protective Measures related to COVID-19; and

WHEREAS, the Board of Aldermen find it is in the best interests of the City to approve a grant form allowing participation by the City in a Request for Public Assistance for Emergency Protective Measures related to COVID-19 through FEMA;

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

THAT a grant form allowing participation by the City in a Request for Public Assistance for Emergency Protective Measures related to COVID-19 through the Federal Emergency Management Agency 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 21st day of April, 2020.

Michael McDonough, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

CITY OF RAYTOWN
Request for Board Action

Date: April 16, 2020
To: Mayor and Board of Aldermen
From: Chief Bob Kuehl

Resolution No.: R-3291-20

Department Head Approval: _____

Finance Director Approval: _____ (only if funding requested)

City Administrator Approval: _____



Action Requested: A resolution approving TEGSCO LLC (AutoReturn) as our tow management service provider.

Recommendation: Approve the Resolution.

Analysis: On December 6, 2016 the Raytown Board of Aldermen approved a resolution authorizing and approving a three-year agreement with McCoy Towing Inc. for tow services in the City of Raytown. McCoy Towing has provided police-ordered tows, non-preference tows and tows requested by City departments for City-owned vehicles or equipment. This contract expired on 12-06-19.

Research was conducted on how other cities handle tow services contracts. It was discovered that the City of Kansas City Police Department and Platte County Sheriff's Department utilize AutoReturn. Some other Law Enforcement Agencies that utilize AutoReturn are Las Vegas, Nevada; San Francisco, California; Austin, Texas; Denver, Colorado; Miami, Florida; San Antonito, Texas; and San Diego, California.

AutoReturn is a company able to provide management service for towing, tracking and storing vehicles, through area tow companies. By utilizing AutoReturn the tow companies are no longer under contract directly with the City. The City would enter into a contract with AutoReturn and in turn the tow companies, which are selected by AutoReturn, are AutoReturn's subcontractors. Therefore, there is no contractual relationship between the tow companies and the City. Also, there is no cost to the City of Raytown for the use of AutoReturn as our service provider. Authorized tow providers shall collect an agreed upon fee for every tow utilizing AutoReturn's platform on behalf of the City. AutoReturn shall collect the agreed upon fee for each tow performed as a result of dispatch through AutoReturn's platform.

AutoReturn has dedicated services managers who vet all towing companies. They monitor insurance coverage and permits for compliance. They conduct tow truck and facility inspections. They also conduct training with tow companies and their drivers. When the City requests tow services they would utilize AutoReturn's automated dispatching of vetted towing providers.

Alternatives: Put out an RFP for tow service and have the City of Raytown vet the towing company and manage the contract.

Budgetary Impact:

Not Applicable

Additional Reports Attached: Agreement with AutoReturn

A RESOLUTION AUTHORIZING AND APPROVING A TOW MANAGEMENT SERVICES AGREEMENT WITH TEGSCO, LLC

WHEREAS, the City desires to enter into an agreement for tow management services; and

WHEREAS, TEGSCO, LLC, referred to as AutoReturn, is capable of providing such services to the City and desires to do so under the terms and conditions as set for in Exhibit "A"; and

WHEREAS, the Board of Aldermen find that it is in the best interest of the citizens of the City of Raytown that the City enter into an agreement with TEGSCO, LLC, referred to as AutoReturn for Tow Management Services;

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

THAT an agreement for Tow Management Services with TEGSCO, LLC, referred to as AutoReturn in substantially the same form as attached hereto as Exhibit "A" and incorporated herein, is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents necessary in connection with such agreement and the City Clerk is authorized to attest thereto; and

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 21st day of April, 2020.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

THIS AGREEMENT, by and between The City of Raytown, Missouri, a municipal subdivision of the state of Missouri, hereinafter referred to as the "City" and TEGSCO, LLC, hereinafter referred to as "AutoReturn" or "Provider."

WHEREAS, the City seeks to enter into an agreement for tow management services, and

WHEREAS, AutoReturn is capable of providing such service to the City and desires to do so under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the City and AutoReturn hereby agree as follows:

1. **Scope of Services**

The parties agree to the following services during the term of this agreement:

a. AutoReturn shall provide all planning, execution, implementation, and training for a new Towing Management System ("TMS") for the City as set forth in **Appendix A** to this agreement.

b. City shall require tow companies qualified under this agreement to provide towing services under AutoReturn's TMS to accept dispatches for law enforcement initiated tows via AutoReturn's automated platform.

c. AutoReturn will ensure that its participating towing companies abide by all terms of this agreement.

d. AutoReturn acknowledges and will require of its participating providers, that when the services of a tow or storage lot are required for a City initiated tow, such vehicles will be transported to a tow lot in the corporate limits of Raytown Missouri unless such facility refuses to accept the vehicle, in which case the vehicle will be transported for no additional charge to the next closest participating tow or storage lot. Such refusal shall be confirmed in writing.

2. **Effective Date of Contract**

This agreement shall be effective upon final execution of this instrument.

3. **Term of Contract**

The parties agree that the term of this contract shall be for a period of three (3) years, beginning on the first day of the first full calendar month following the month in which the system becomes operational. This contract may be extended upon the same terms and conditions for up to two (2) consecutive one (1) year terms upon written agreement executed by both parties on or before the last calendar day of the month, thirty (30) days prior to the end of the contract and/or its extensions.

4. **Contract Termination**

This contract may be terminated by either party by giving sixty (60) days' notice in writing to the other party expressing intent to terminate the contract. If either party terminates this contract under this provision, the City shall be allowed a reasonable time, not more than an additional thirty (30) days to secure any reports or documents pending for closure.

The City or its designee may terminate this agreement in whole or in part for any reason for the convenience of the City by giving Auto Return at least sixty (60) days' notice. In the event of termination, all documents, and data procured by Auto Return, up to the termination date, shall become the property of and be retained by the City.

The payment of money by the City, a governmental entity, under any provisions herein is contingent upon the availability of funds appropriated by the governing body to pay the sums pursuant to this contract. In the event funds for this contract become unavailable due to nonappropriation, the City shall have the right to terminate this contract without penalty and such event is not a breach of this agreement.

5. **Breach of the Agreement**

A. **Events of Default.** The following shall be defaults under this Agreement and the term "Event(s) of Default" shall mean one of more of the following events:

- 1) AutoReturn's failure to pay any amount due, under this Agreement.
- 2) AutoReturn's failure to observe or perform any of the non-monetary covenants, conditions, and agreements contained in this Agreement, on AutoReturn's part to be observed, kept, or performed, and the continuation of such failure without cure for fourteen (14) days after written notice from the City specifying the default, and provided AutoReturn has not cured the default as provided herein.
- 3) Any other event that, in the City's opinion, impairs or interferes with the City's rights or the purposes of this agreement, and provided AutoReturn has not cured the default to the City's satisfaction within fourteen (14) days after written notice from the City specifying the default.

B. **Notice of Default and Cure.** When the City discovers any Event of Default it may provide written Notice of Default to AutoReturn that details the Event(s) of Default and may include specific instructions on or conditions of the cure required of AutoReturn. AutoReturn shall have fourteen (14) days to cure the Event(s) of Default to the City's satisfaction.

C. **Remedies.** When an Event of Default occurs, City shall have the right, at its option and without any further demand or notice, to take any action and/or do the following:

- 1) With or without terminating this Agreement, City may negotiate with AutoReturn to cure or rectify the Event(s) of Default and reform or replace the Agreement.

- 2) Give to AutoReturn notice that City elects to terminate the Agreement upon a date specified in the notice; the date shall be not less than thirty (30) calendar days after the date of the notice.
- 3) In the event that City gives Notice of Default and AutoReturn believes that such default cannot be cured within fourteen (14) days AutoReturn should notify the City and proceed to cure the default as soon as reasonably possible taking all steps necessary to remedy the default within a reasonable time. The City may, at its discretion, allow for more time to cure the default. However, in granting such additional time the City retains all its rights under this agreement, and the granting of additional time does not waive or prohibit the exercise of any option of the City at any time.

6. Indemnity

Provider agrees to defend, indemnify and hold the City, its employees and elected officials, harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses resulting, directly or indirectly, from any negligent act or omission on the part of Provider, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by Provider or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

Provider shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by Provider under this agreement. Provider shall without additional compensation, correct or revise any errors or deficiencies in Provider's final reports and services.

7. Insurance

Provider shall not commence work under this agreement until it has obtained at its own cost and expense all insurance required herein. All insurance coverage is subject to approval of the City and shall be maintained by Provider throughout the duration of this agreement.

A. Workers' Compensation

a. State: Missouri -Statutory

b. Employer's Liability with minimum limits of:

i. Bodily Injury by Accident: \$100,000 each Accident

ii. Bodily Injury by Disease: \$100,000 Each Employee

iii. Bodily Injury by Disease: \$500,000 policy limit

B. Commercial General Liability

Including Premises, Operations, Products, Completed Operations, Advertising and Personal Injury Liability, with the following minimum limits of liability:

i. \$2,000,000 General Aggregate

ii. \$2,000,000 Products and Completed Operations Aggregate

- iii. \$1,000,000 Personal Injury and Advertising Injury
- iv. \$1,000,000 Occurrence
- v. \$ 300,000 Fire Damage Limit
- vi. \$15,000 Medical Expense

C. Commercial Auto Liability (hired and non-owned):

Minimum limits of liability shall be a combined single limit: \$1,000,000 per occurrence

D. Proof of Insurance

Insurance certificates evidencing that the above insurance is in force with companies acceptable to City and in the amounts required shall be submitted to City for examination and approval prior to the execution of the agreement, after which they shall be filed with City. The insurance certificate shall name the City as an additional insured and specifically provide that a certificate shall not be modified, canceled or non-renewal except upon thirty (30) days prior written notice to City. Neither City's failure to require or insist upon certificates or other evidence of insurance showing a variance from the specified coverage changes Provider's responsibility to comply with the insurance specifications.

8. Subcontracts

Provider shall not subcontract any portion of the work to be performed under this agreement nor assign this agreement without the prior written approval of the authorized agent of the City. Provider shall ensure and require that any subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of Provider used to perform any portion of this agreement shall report to and bill Provider directly. Provider shall be solely responsible for the breach, performance or nonperformance of any subcontractor. If specifically authorized by the City, Provider is responsible for the performance of all subcontractors and shall compensate said subcontractors. Provider shall ensure all subcontractors comply with Equal Employment Opportunity, anti-discrimination and legal workforce policies.

9. Independent Contractor

It is agreed that nothing contained in this agreement is intended or should be construed as creating the relationship of a partnership, a joint venture, or an association with the City and Provider. Provider is an independent contractor and neither it, its' employees, agents, subcontractors nor representatives shall be considered employees, agents or representatives of the City. Except as otherwise provided herein, Provider shall maintain, in all respects, its present control over the means and personnel by which this agreement is performed. From any amounts due Provider, there shall be no deduction for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax FICA payments, state income tax, unemployment compensation taxes, and other payroll deduction and taxes are the sole responsibility of the Provider. Provider shall ensure all subcontractors comply with Equal Employment opportunity, anti-discrimination and legal workforce policies.

Pursuant to Federal and local laws, Provider warrants that they have registered with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Missouri.

10. Force Majeure

The City and Provider agree that Provider shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by or resulting from strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of Provider and the City.

11. Controlling Law

The parties to this Agreement hereby irrevocably and unconditionally agree that any suit, action or proceeding arising out of or related to this Agreement shall be brought only in the Circuit Court of Jackson County, Missouri. To the fullest extent permissible by law, the parties hereby consent to the personal jurisdiction, venue and forum of such court and hereby irrevocably and unconditionally waive any claim or objection that it is not subject to the jurisdiction of such a court, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument.

12. Successors and Assigns

The City and Provider, respectively, bind themselves, their partners, successors, assigns, and legal representative to the other party to this agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this agreement. Neither the City nor Provider shall assign, sublet, or transfer any interest in this agreement without the prior written consent of the other.

13. Equal Employment and Americans with Disabilities

In connection with the work under this agreement, Provider agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations, as well as City policy related to these matters. In addition, upon entering into this agreement, Provider certifies that it has been made fully aware of City's Equal Employment Opportunity and Americans with Disabilities Act Policies.

14. Data Practices

Provider, its agents, employees and any subcontractors of Provider in providing all services hereunder, agree to abide by the provisions of Missouri law regarding data privacy. Provider understands that it must comply with these provisions as if it were a government entity. Provider agrees to indemnify and hold the City, its employees and elected officials harmless from any claims resulting from the Provider's unlawful disclosure or use of data protected under state and/or federal laws.

15. Notices

Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, via certified mail, and depositing the same in the United States Postal Service, addressed to one of the authorized agents of Provider at its address stated herein, and to the authorized agent of the City at the address stated herein:

If to City:

Damon Hodges, City Administrator
City of Raytown, City Hall
10000 East 59th Street
Raytown, Missouri 64133
damonh@raytown.mo.us

With a copy to:

Jennifer Baird
City Attorney
Lauber Municipal Law, LLC
250 NE Tudor Road
Lee's Summit, Missouri 64086
JBaird@laubermunicipal.com

If to AutoReturn:

TEGSCO, LLC
450 7th Street
San Francisco, CA 94103
Attn. John Wicker - CEO
jwicker@autoreturn.com

16. Changes

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as for this agreement.

17. Severability

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or unenforceable would cause the agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

18. Government Immunity

Use of provider's system does not remove government immunity.

19. Implementation

Implementation shall proceed according to the timeline and procedures outlined in Appendix A.

20. Terms of Payment

Provider shall receive payments in accordance with the terms set out herein and in **Appendix B.**

21. Conflict of Interest

AutoReturn agrees that neither it nor any of its employees, agents, representatives, arrangements, whether formal or informal, with any tow provider that will or may be utilized by City outside of those arrangements specifically outlined in this agreement. AutoReturn further agrees that neither it nor its employees will discuss, consult or otherwise communicate with any tow provider regarding its agreement, potential agreements or programs involving City without express written consent of City. Violation of this provision shall be grounds for City to terminate this agreement at his sole discretion.

IN WITNESS WHEREOF, the undersigned parties agree to the terms and conditions set forth in the above agreement.

The City of Raytown, Missouri

By: _____ Date: _____
Damon Hodges
City Administrator

AutoReturn

By: _____ Date: _____
Ray Krouse
Chief Financial Officer

The Scope of Services provided under this agreement is organized in these seven sub-sections:

1. Purpose
2. Scope
3. Location
4. Period
5. Implementation Plan
6. Payment Schedule
7. Project Schedule

1. Purpose

The City is seeking a tow management operator with its own proven technology-based towing management system to take over the administration and management of tow operations from the City. AutoReturn and its management system shall include 1) the ability to recruit, vet, qualify, and maintain a list of licensed tow providers who agree to adhere to the City operating requirements; 2) the ability to perform dispatch functions via a secure communications network for licensed towing operators from the list; 3) an inventory tracking system to identify the location of vehicles relocated from the public right-of-way; 4) a geolocating service to ensure that tows are allocated to the closest available approved tow operator and that vehicles are removed to and stored only at approved tow lots, with a preference for lots and operators located in the City and/or close to the tow location; and 5) a consumer complaint investigation component with the ability to track and resolve customer complaints and respond to City requests for resolution.

AutoReturn shall fulfill the expectations above with a combination of technology and industry best practices. The City has an opportunity to replace its existing municipal towing operation with a technology-based model that will improve response times, increase service levels to the City and its citizens, decrease the cost required to administer this program, fairly and efficiently allot tows, and increase oversight and control of tow operators.

2. Scope

The scope of work for the Towing Management Services project includes all planning, execution, implementation, and training for the replacement of the City's current tow process and replacement with a new Towing Management Solution for the City. The solution shall be accessible to authorized City users, towing companies, and members of the public, via a website, mobile application, and telephone number. The solution shall be capable of the following:

- Track the location of towed vehicles by gathering information from towing companies and making that information available to vehicle owners.
- Manage qualification and contracting of licensed tow operators and lots.
- Manage the dispatching, and consumer complaint intake functions of the City's towing system.

- Track data for all transactions involving the towing management system.

3. Location

AutoReturn shall implement the system using a transition team with technical and operational expertise to support the City. The AutoReturn transition team consists of the staff who led AutoReturn's successful transitions in San Francisco, Baltimore County, San Diego, Kansas City, Concord, Indianapolis, Austin, Las Vegas, and Denver. The transition team will assist and guide the daily operations, ensuring a seamless transition through web-based meetings, noting no on-site commute will generally be needed for this implementation.

4. Period

AutoReturn proposes a phased transition plan with the intent of being ready to cutover to ARIES in 90 days, or another mutually agreed timeframe, from the contract effective date.

5. Implementation Plan

AutoReturn is experienced in developing and implementing comprehensive transition plans for a seamless changeover of tow management programs that minimize disruption to the County, its citizens, and the organizations that currently perform towing, storage, and disposal operations. Our commitment is to make the transition from operations to AutoReturn as smooth, efficient, and trouble-free as possible. AutoReturn is confident in its ability to execute this transition plan and assume the responsibilities of the Contract, while ensuring that all services required by the City are provided as expected.

AutoReturn will provide the City with a system that is capable of meeting all the requirements outlined in the contract, including, reengineering business practices and providing knowledge transfer appropriate for the nature of the software and managed services solution under the Scope of Work.

AutoReturn will assist the City with drafting procedures that require tow providers to accept dispatches via smartphone application in order ensure their successful transition onto ARIES dispatch platform.

AutoReturn Integrated Enterprise System (ARIES) is a flexible component-based system that manages the entire lifecycle of a tow and provides comprehensive reporting. ARIES will be hosted on stable, redundant and secure application and data servers, utilizing Amazon's Relational Database Service (Amazon RDS), a web service that makes it easy to set up, operate, and scale or its functional equivalent. It provides cost-efficient and resizable capacity while managing time-consuming database management tasks. The RDS service provides both high availability and built-in automated fail-over from the primary database to a synchronously replicated secondary database in case of a failure.

In conjunction with its software solution AutoReturn's Partner Support team will manage active dispatch requests and provide technical support to the City and Tow Providers through our 24x365 support line. The City will be responsible for entering all tow requests into the ARIES/Dispatch system and managing the tow provider network.

AutoReturn proposes the following approach with the goal of a mutually agreed launch of within 120 days of approval of this Agreement by the City. The proposed phases are described below;

- Phase 0: Baseline Configuration
- Phase I: Towing Management Services Implementation
- Phase II: Continuous Improvement and Integration Phase
 - Ongoing Tow Management Operations
 - Incorporation of new ARIES features
 - Roll-out to additional department units
 - CAD/RMS Integration
 - Other City Department system integration

AutoReturn shall work with the City to better understand the City's preferences and needs for the transition. Based on these discussions, AutoReturn will adjust any of the assumptions as appropriate, establish new assumptions as necessary, and define a revised implementation plan that addresses all of the critical needs of the City for the transition. The revised transition plan shall be presented to the City for feedback and approval prior to the agreed upon launch date.

Phase 0: Baseline Configuration

AutoReturn shall commit resources to begin project startup and initial requirements gathering activities with City's support. Based on material and information provided by the City and our industry knowledge and experience, AutoReturn will establish the project infrastructure, discuss implementation options, gather requirements for a baseline configuration and analyze the source system data. This baseline configuration will be a basis for demonstration and initial discussions with the City. With an established baseline, AutoReturn shall adapt the business rules based on City's input for the various functional areas and City's specific needs. This phase of time is estimated at approximately 15 days, noting final approval and execution will likely span into Phase I.

Phase I Towing Management Services Implementation

This phase shall be focused on implementing the systems and processes required for the initial deployment of the City's towing management program. AutoReturn's ARIES platform (ARIES/Dispatch, ARIES/Impound, AutoReturn's public facing website will address the systematic requirements of the program. Before launching, the City will have an automated dispatch (ARIES/Dispatch) system that supports the required tow programs, access to a standardized impound system (ARIES/Impound) consistently utilized by the Towing Providers, automated financial processing/payment processing, publicly available website access to locate

an impounded vehicle, complaint intake features and enhanced reporting/data extract capabilities. This phase of time is estimated at approximately 90 to 120 days.

Phase II: Continuous Improvement and Integration Phase

AutoReturn is continuously enhancing and incorporating new features in its ARIES platform. AutoReturn recognizes that after the initial implementation that the City may want to take advantage of existing or new features and functions within ARIES. AutoReturn is committed to working with the City to implement these throughout the term of the agreement.

AutoReturn recognizes the City has the desire to integrate with law enforcement and financial systems. The City and AutoReturn will work together to develop plans and timelines for supporting the efforts related to these integrations.

Integration with the CAD/RMS is a primary goal for the integration effort. Should the City desire this functionality to be implemented, AutoReturn shall replace the dispatch functionality handled by Communications in the initial phases by giving field Officers the ability to request tows directly from the field. This would eliminate the need in many situations for Officers to call in their tow requests, thereby reducing the call volume of the Dispatch Center staff and providing 'voiceless tow dispatch' capabilities direct from an officer's vehicle. This integration would also provide the added benefit of providing 'unit history' type logging of tow activity within the CAD/RMS. This phase will require engaging with City's IT staff and potentially the CAD vendor to scope and plan the effort.

AutoReturn recognizes that during the contract period, other integration points or systems may be identified AutoReturn is committed to working with the City in prioritizing and scoping any additional integration activities.

6. Payment Schedule

The AutoReturn Towing Management Solution will function and operate at no cost to the City. AutoReturn will ensure, as a material term of this agreement, that charges to persons utilizing towing services, including but not limited to the storage costs, as a result of tow calls initiated by the City of Raytown Missouri (including by its Police Department) will be no more than those set out in the City's Scheduled of Fees, as amended from time to time.

7. Project Schedule

Planning and Design

AutoReturn will make staff available to the City to establish a framework for contract communication, reporting, procedural and contractual activity. During the planning and analysis phase, AutoReturn will be responsible for performing and/or coordinating the following:

- review all relevant documents with the City;
- coordinate and manage the activities of AutoReturn personnel;

- maintain Contract communications through the City's designated personnel, including a communication plan that would define the steps, processes and tools utilized to communicate project information to The City's employees and senior management;
- develop documentation for the operations of the Contract;
- survey and document the City's departmental business processes, accounting processes, and identify different documents that will need to be created as part of the deliverables;
- familiarize the team(s) with the current database and collaborate/create a data migration plan, including reports and data migration methodologies to define various details of the software implementation;
- collaborate and develop a project work schedule; and
- create and communicate a project directory (resources and contact information associated with the project);

Design

AutoReturn commits to work with the City to provide demonstrations and validation meetings (Fit Gap Meetings) with the City's staff that will be the basis for configuring the ARIES software. These efforts will provide the opportunity to clarify existing requirements as well as identify previously unidentified needs that will be documented in Fit Gap Report(s), as well as the following documents:

- technical architecture design documentation;
- data migration design, including analysis of the legacy systems to be migrated to the Software;
- reports review to verify the effectiveness of standard reports to meet City's reporting requirements,

Configuration

AutoReturn will be responsible for software configuration based upon the City's requirements and assistance to prepare for initial user testing, using the information created during the design activities (e.g., Fit Gap Report, etc.), including, but not limited to: creating and configuring user and role permissions; configuring business rules; creating additional reports as needed; providing on-the-job training for the relevant City's department personnel; testing of the software for functionality; and assisting the City with other aspects of software testing.

AutoReturn will plan and provide functional testing, including assistance in the development of a test plan that ensures the ARIES software delivers the expected results that the City requires.

AutoReturn will provide training and commits to design and conduct web-based training for the City to familiarize all relevant job functions with the ARIES software. Training will be

scheduled through mutual agreement between AutoReturn and the City's staff. The training will be supported by the following:

- user manuals prepared by AutoReturn for use by the City with specific training modules based on the ARIES software functionality;
- interactive, but not in-person, training sessions for City's identified staff that will cover the essential concepts n standard navigation of the ARIES software, as well as end-to-end business processes including, but not limited to, creating a service request, entering information in a service request, and assigning service requests. AutoReturn's training approach creates flexibility that allows the City to make adjustments to the participants and curriculum;
- training class outlines and training manuals, along with time estimates to complete the sessions;
- AutoReturn staff that are qualified technical experts to conduct the training; and
- quick Reference guides (no more than a total of two (2) pages in length), including graphics for all relevant job function

AutoReturn will ensure, as a material term of this agreement, that charges to persons receiving tow services, including but not limited to the storage costs and the costs of hookup and towing, as a result of tow calls initiated by the City (including, but not limited to its Police Department) will be no more than those set out in this Agreement, as may be amended from time to time.

All types of vehicles tows – Charges to vehicle owner

Vehicles less than or equal to 1 ton vehicle

\$90 Base tow – (any equipment to tow vehicle property). This charge includes all fees to include any administrative fee except for the following authorized charges for additional services provided:

\$45 Winching charges exceeding ½ hour in labor (per ½ hour of labor).

\$30 Per Day per vehicle for outside storage***

\$3 Per mile if not towed to Contractor's place of business.

\$40 Float/ Dolly

\$45 Labor (additional man and truck assist)

\$30/hr Stand by time

\$45 Emergency road service (jump start, tire change, etc) no tow involved:

\$25 Outside of business hours vehicle release (call out) charged to vehicle owner:

Unless instructed by the owner of the vehicle or the City, all vehicles must be towed to a lot within 5-mile radius of Raytown.

***No fees shall be charged to the City of Raytown for vehicle storage. Should the owner of the vehicle not pay the storage fees the Contractor agrees such costs shall not be charged to the City of Raytown.

In addition to the fees set forth above, authorized tow providers shall collect an administrative fee of twenty-five dollars and zero cents (\$25.00) for every tow utilizing AutoReturn's platform on behalf of the City.

City shall authorize such fee as an additional administrative fee to be applied to the invoice for tow services.

The fee shall appear as a separate line item on the invoice for tow services and shall be clearly identified as an administrative fee for tow management services.

The administrative fee shall be a separate fee and shall not be deducted from fees otherwise collected by tow providers performing police-initiated tows on AutoReturn's platform.

Of the twenty-five dollar (\$25.00) administrative fee, tow provider shall remit twenty-two dollars and zero cents (\$22.00) to AutoReturn for each tow utilizing AutoReturn's platform on behalf of the City.

Authorized tow providers shall retain three dollars and zero cents (\$3.00) from the administrative fee for each tow performed as a result of dispatch through AutoReturn's platform.

AutoReturn shall invoice authorized tow providers monthly for any fees collected on tows performed as a result of dispatch through AutoReturn's platform.

AutoReturn shall have the authority to suspend access to AutoReturn's platform of any authorized tow provider who fails to remit payment within thirty (30) days of receipt of an AutoReturn invoice.

AutoReturn shall not charge a fee for any City vehicle tow utilizing AutoReturn's platform.

A RESOLUTION REPEALING AND REPLACING RESOLUTION NO. R-3285-20 AND FURTHER UPDATING AND IMPLEMENTING EMERGENCY REGULATIONS NECESSARY TO PROTECT THE HEALTH SAFETY AND WELFARE OF RESIDENTS AND EMPLOYEES OF THE CITY OF RAYTOWN, MISSOURI

WHEREAS, on March 11, 2020, the World Health Organization officially declared a pandemic due to the novel coronavirus (“COVID-19”); and

WHEREAS, on March 13, 2020, Missouri Governor Mike Parson signed *Executive Order 20-02* declaring a state of emergency in Missouri in response to COVID-19 (see attached Executive Order); and

WHEREAS, on March 16, 2020 the Jackson County Health Department issued an executive order implementing the following measures to prevent further spread of COVID-19: (1) prohibit large public gatherings of more than 10 people effective immediately (exceptions include governmental and judicial functions, etc.); (2) close restaurants, bars, taverns, clubs and movie theaters beginning March 17, 2020 for 15 days; and (3) close schools, with support of superintendents from all 14 school districts, until Friday, April 3, 2020; and

WHEREAS, on March 16, 2020, the Missouri Supreme Court issued an order suspending all in-person proceedings in all appellate and circuit courts – including all associate, family, juvenile, municipal, and probate divisions, beginning March 17, 2020 through Friday, April 3, 2020; and

WHEREAS, on March 17, 2020, the Mayor of the City of Raytown declared a state of emergency pursuant to Chapter 16 of the Raytown Municipal Code and the Emergency Operations Plan; and

WHEREAS, on March 17, 2020, the Board of Aldermen adopted Resolution No. R-3285-20 implementing emergency regulations; and

WHEREAS, on March 22, 2020, Jackson County, Missouri issued its Stay-At-Home Order to begin on March 24, 2020 and continue through April 24, 2020:

WHEREAS, on April 3, 2020, the Missouri Department of Health and Senior Services issued a Stay-At-Home Order which went into effect on April 6, 2020 and remains in effect until Friday, April 24, 2020; and

WHEREAS, on April 16, 2020, Jackson County, Missouri issued an Amended Stay-At-Home Order, effective immediately and continuing through May 15, 2020; and

WHEREAS, the City is following Jackson County, Missouri’s Amended Stay-At-Home Order; and

WHEREAS, COVID-19 can result in mild or severe symptoms, is highly contagious, and is spread through close contact between persons and respiratory transmission; and

WHEREAS, COVID-19 poses a serious health risk for residents of the City of Raytown, Missouri (“City”); and

WHEREAS, pursuant to the City’s Emergency Operations Plan, the Mayor is authorized to declare a state of emergency; and

WHEREAS, the City wishes to promulgate emergency regulations necessary to protect the public health, safety and welfare of residents and employees.

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

THAT, on March 17, 2020 the Mayor declared a state of emergency in response to COVID-19 and invoked and declared in full force and effect in Raytown, Missouri, laws, orders, directives, proclamations, and statutes of the State of Missouri, the County of Jackson, and the City of Raytown, for the exercise of all necessary emergency authority for the protection of the lives and property of the people of Raytown, Missouri, and the operation of local government with a minimum of interruption.

FURTHER THAT, City Hall along with all City-owned facilities will remain closed to the public during this state of emergency in order to curb the spread of COVID-19 through close contact.

FURTHER THAT, consideration will be given, on a case-by-case basis, for employees to work from home during the state of emergency. While not all positions are conducive to telework, those positions with primary job duties that can be effectively performed remotely will be given consideration.

FURTHER THAT, during the state of emergency, in the event an employee is sick or otherwise needs to take leave time, the employee may use accrued sick, vacation, floating holidays or unpaid time. If an employee does not have enough accrued sick, vacation or floating holiday time to receive full compensation, the City will advance up to 80 hours of sick leave. If an employee uses advanced sick leave and separates employment with a negative accrual balance, the City will collect from the final paycheck as allowed by the limits of law.

FURTHER THAT, during the state of emergency, the City will suspend water shut-off procedures for past due sewer amounts.

FURTHER THAT, costs incurred by the City in preparation of this imminent emergency prior to the effectiveness of this Resolution may be governed by the powers exercised herein and related provisions of the Raytown Municipal Code, emergency regulations adopted by the City, and the laws of this state, to the fullest extent allowed under law.

FURTHER THAT, during the state of emergency, the City Administrator is authorized to waive any time-consuming formalities or procedures required by the provisions of the City Ordinances pertaining to the advertisement of bids, purchase or lease of goods and services, procuring grants and other funding resources, and executing all documents necessary to these transactions and the City Clerk is authorized to attest thereto.

FURTHER THAT, during the state of emergency, the Mayor is authorized to temporarily waive provisions of the City Code which would hinder or prohibit the City from carrying out provisions of any duly adopted order, proclamation, regulation or other rule imposed by either the State of Missouri, or department thereof; Jackson County, Missouri; or applicable Public Health Department.

FURTHER THAT, the provision of this Resolution shall be in effect immediately and remain in effect until the State of Missouri ends the State of Emergency or removed by the Board of Aldermen, whichever occurs first.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 21st day of April, 2020.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

CITY OF RAYTOWN
Request for Board Action

Date: April 17, 2020

To: Mayor and Board of Aldermen

From: Missy Wilson, Assistant City Administrator/Economic Development Administrator
Chris Gilbert, Planning & Zoning Coordinator

Action Requested: Extension of time for the Planning Commission to schedule a public hearing to consider a recommendation to modify sections of the City code pertaining to the notification requirements of a zoning public hearing.

Background: On March 3, 2020, Alderman Myers made a motion, seconded by Alderman Walters, to send a recommendation to the Planning Commission to hold a public hearing at the May 7, 2020 meeting for the purpose of discussing a recommendation to modify sections of the City code pertaining to the notification requirements of a zoning public hearing.

Since the Planning Commission does not have any other business to be brought before them on May 7, 2020 and there is discussion that the Jackson County Stay-At-Home order may be extended as late as mid-May, a decision has been made to cancel the May 7th Planning Commission meeting.

Staff prefers to schedule the Planning Commission's public hearing regarding the proposed modifications on a date that allows the Planning Commission and public to be present at City Hall to better allow for public participation.

Recommendation: Approval of a motion to schedule a public hearing before the Planning Commission to consider modifications to sections of the City code pertaining to the notification requirements for a zoning public hearing at the first available meeting when the Planning Commission has other business to come before them and in-person public testimony can be given.

Budgetary Impact: Not Applicable

Sponsor(s): Alderman Greg Walters